12920133 1/16/2019 2:28:00 PM \$42.00 Book - 10746 Pg - 2844-2859 RASHELLE HOBBS Recorder, Salt Lake County, UT OLD REPUBLIC TITLE DRAPER/OREM BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED MAIL TO:

RIVERTON CENTERCAL 2, LLC C/O CENTERCAL PROPERTIES, LLC 1600 East Franklin Ave. El Segundo, CA 90245 ATTN: General Counsel

MAIL TAX STATEMENTS TO: Fiveton Centerial 2, LLC 1600 E. Franklin Ave

SPACE ABOVE THIS LINE FOR RECORDER'S USE

El Segundo, (A. 90245 File 1830073HM

RECIPROCAL ROAD EASEMENT AND MAINTENANCE AGREEMENT

THIS RECIPROCAL ROAD EASEMENT AND MAINTENANCE AGREEMENT (this "Easement") is made and entered into on \(\frac{\lambda n \alpha n \sigma / \lambda \}{\lambda} \), 2019 (the "Effective Date"), by and between RIVERTON CENTERCAL 2, LLC, a Delaware limited liability company ("CenterCal"), and SUBURBAN LAND RESERVE, INC., a Utah corporation ("SLR"). CenterCal and SLR are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. CenterCal is the owner of certain real property situated in the County of Salt Lake, Utah, and more particularly described in <u>Exhibit "A"</u> attached hereto and made a part hereof (the "Parcel A"). As an element of its future development plans, CenterCal intends that part of Parcel A shall include a road that aligns with the boundary between Parcel A and Parcel B (defined below) (the "CenterCal Roadway"), which CenterCal Roadway is legally described on Exhibit D, attached hereto, and depicted on <u>Exhibit E</u>, attached hereto.
- B. SLR is the owner of certain real property situated in the County of Salt Lake, Utah and more particularly described in <u>Exhibit "B"</u> attached hereto and made a part hereof ("Parcel B"). Parcel B is presently unimproved, but may be developed into a single or mixed-use commercial project that may include uses permitted by the City of Riverton. Pursuant to the terms of that certain Purchase and Sale Agreement dated as of April 1, 2015 (as the same has been amended or assigned, the "Purchase Agreement"), by and between Riverton CenterCal, LLC, an affiliate of CenterCal (as Buyer) and SLR (as Seller), CenterCal or its affiliate (the "CenterCal Optionee") has a contractual right to purchase Parcel B from SLR. As an element of future development plans and pursuant to the terms of the Purchase Agreement, it is intended that either (i) the CenterCal Optionee will acquire Parcel B and construct a roadway thereon, or (ii) SLR will retain ownership of Parcel B and construct a roadway thereon (in either event, the roadway shall be known as the "Westerly Connection"). The Westerly Connection is depicted on Exhibit E, attached hereto, though no precise parameter description presently exists.
- C. SLR is the owner of certain additional real property situated in the County of Salt Lake, Utah and depicted on Exhibit "E" attached hereto and made a part hereof ("Parcel

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- C," together with Parcels A and B, the "Parcels"); provided, however, that a precise parameter description of Parcel C does not presently exist and the Parties have agreed generally that, for the purposes of this Easement, the same shall be considered to be all real property located east of the Canal, but west of that area identified on Exhibit E as Road #2 (Approx. Location Shown). As an element of its future development plans, SLR intends that part of Parcel C shall include a road that services each of Parcel B and Parcel C (the "SLR Roadway", together with the Westerly Connection and the CenterCal Roadway, the "Roadways"), which SLR Roadway is depicted on Exhibit E, attached hereto, though no precise parameter description presently exists.
- D. Pursuant to that certain Infrastructure Development Agreement entered into between the City of Riverton (the "City") and Seller (as such has been amended), the City has agreed to (i) acquire a right to cross the Welby Jacobs Canal (as shown on Exhibit E, the "Canal"), (ii) to culvert and improve the crossing of the same, and (iii) to provide beneficial use of such crossing to each of CenterCal and SLR.
- E. The Parties are desirous of obtaining beneficial use of the Roadways for vehicular ingress and egress to and from the Parcels, accordingly, the Parties desire to establish a reciprocal easement for ingress to and egress over the Roadways, and to make reasonable arrangements for the allocation of the costs and expenses of maintaining such easements between the property owners using such easements.

TERMS AND CONDITIONS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CenterCal and SLR agree as follows:

EASEMENT

- 1. <u>Recitals</u>. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. <u>Easements Granted</u>; <u>Nature of Easement</u>; <u>No Requirement to Construct</u>; <u>Maintenance Easement</u>.
- a. Subject to the terms, covenants, agreements, restrictions and conditions of this Easement, commencing on the Trigger Date (as defined below), each Party (the "Granting Party"), as grantor, hereby grants and conveys to the other Party, as grantee, a vehicular access easement on, over, across and through that portion of the Parcel owned by the Granting Party that is improved with the Roadways (the "Easements"). The Easements granted herein will benefit the benefitted Parcels, as the dominant/benefitted property, and burden the portion of the Parcel owned by the Granting Party that contains the Roadways, as the servient/burdened property.
- b. It is the express intent of the Parties that, subject to the terms of this Easement (including, but not limited to, the terms of Section 3 hereinbelow), the Easements remain in full force and effect and that the Easements herein granted not be deemed to have merged with any other estate now held or which may in the future be held by the Parties or their successor-in-interest, notwithstanding the fact that the Parties may presently or may in the future have the sole 4818-7665-2417, v. 11

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right to possess or sell and divest itself of portions of both Parcels.

- c. The Roadways are in early design phase and not yet constructed, each Party may in its sole and absolute discretion elect to modify the legal description of the Roadways, in which event the constructing Party may tender notice to the other Party of its intention to so modify the same, whereupon the Parties shall substitute a revised legal description for the Roadways; provided however, the access (i) to Parcel B over Parcel A through the new location shall not be materially impaired by reason of the modification to the legal description, and (ii) to each of the Westerly Connection and the SLR Roadway shall be reasonably consistent with the locations shown on Exhibit E, and shall in all events be coordinated to connect on either side of the Canal crossing implemented by the City.
- d. Notwithstanding anything herein to the contrary, (i) the Easements over Parcel A in favor of SLR shall not be effective until the date that the CenterCal Roadway, or portions thereof, are completed; (ii) the Easements over Parcel B (in favor of either CenterCal or SLR, as the case may be) shall not be effective until the date that the Westerly Connection, or portions thereof, are completed; and (iii) the Easements over Parcel C in favor of CenterCal shall not be effective until the date that the SLR Roadway, or portions thereof, are completed (each, a "Trigger Date"). The obligations related to the design, development and construction of each, together conditions precedent to the occurrence of each Trigger Date, are set forth in more detail in the Purchase Agreement. Because the Purchase Agreement is unrecorded, upon the occurrence of each Triggering Date, the parties hereto will enter into a certificate memorializing the occurrence thereof, together with a precise legal description for either or both of the Roadway(s) and/or Parcel(s) so affected (to the extent that the same do not presently exist), which shall then be forthwith recorded by the party benefiting from the easement so triggered, and the recordation of the same shall be a condition to the validity of such easement.
- 3. <u>Description and Term.</u> The Easements granted in this Easement are non-exclusive easements. Each Easement herein shall commence on its respective Trigger Date and is perpetual, subject to the termination condition set forth below, and is for the use and benefit of the occupants of each benefitted Parcel, and its respective tenants, guests, licensees and invitees. Notwithstanding the foregoing, CenterCal or SLR contemplate that it may, in the future, cause the portion of the Roadways on their respective Parcels to be publicly dedicated for use as a roadway, whereupon the (a) Easement would terminate as to any portion so dedicated, and (b) the Parties hereto would cooperate with the recipient Party of such dedication to execute such additional documents (if any) and take such additional actions (if any) as are necessary to accomplish the objectives that are necessary to adequately dedicate the Roadways thereto, but no Party will be required hereby this section to to incur legal liability as a result of such assurances.
- 4. <u>Scope and Purpose</u>. The Easements granted in this Easement are easements for roadway and vehicular ingress and egress and solely for the benefit of the Parcels (and not for the benefit of any additional land not contemplated herein).
- 5. Reasonable Use. Any entrance upon or movement across the Roadways by an any person whose rights arise under this Easement shall be conducted such that it does not damage the Roadways or any improvements thereon, or interfere with the rights of free use and enjoyment of the Roadways or any improvement located thereon by other persons whose right arise under this Easement or otherwise, or otherwise increase the burden on the Roadways. Any

person damaging the Roadways beyond ordinary wear and tear shall repair and/or replace any damage they may cause to the Roadways or any improvement thereon such that it meets the reasonable approval of the non-damaging Party.

6. Right to Relocate any Part of Roadways. The Parties hereto contemplate that (a) prior to the development thereof, or (b) over time, certain of the properties served by the Roadways may be redeveloped in such a manner that the Roadways may need to be relocated. Notwithstanding the location of the Roadways, (i) CenterCal shall have the right to relocate the portion of the Roadways on any Parcel owned by it without the consent of any person, including, without limitation, SLR, or its successors and assigns; provided, however, that (a) any such relocation shall be at the sole expense of the CenterCal, and (b) any such relocation shall in all events leave SLR with substantially similar access as was previously served by the Roadways prior to the relocation thereof; and (ii) SLR shall have the right to relocate the portion of the Roadways on any Parcel owned by it without the consent of any person, including, without limitation, CenterCal, or its successors and assigns; provided, however, that (a) any such relocation shall be at the sole expense of the SLR, and (b) any such relocation shall in all events leave CenterCal with substantially similar access as was previously served by the Roadways prior to the relocation thereof.

7. <u>Maintenance of Easement Area.</u>

Each Granting Party, or its successor and assigns, at their sole cost and expense (but subject to reimbursement pursuant Subsection 7(b) hereinbelow), shall maintain, repair, or replace the portion of the Roadways located on the portion of the Parcels owned by such Granting Party in a good and safe condition and reasonably free of snow, ice, barriers, and debris. Except in the event of an emergency, each Granting Party shall provide at least forty-eight (48) hours' prior written notice to the other Party of any maintenance, repairs or modification to Roadways that may interfere with the reasonable use of the Roadways by the other Party that would materially interfere with or prevent access to the other Party's Parcel. If any maintenance, repairs or modification to the Roadways will materially interfere with the reasonable use of the Roadway by the other Party, the Parties shall use good faith efforts to mutually agree upon a construction schedule and coordinate the activities on a Party's property so that any interference to the other Party's rights will be minimized.

8. Temporary Construction Easement.

Because the CenterCal Roadway (a) may be constructed at a time prior to the date that the CenterCal Optionee acquires Parcel B (if it shall so acquire at all), and (b) abuts Parcel B, SLR hereby grants to CenterCal and any party acting by or on behalf of CenterCal, a temporary, non-exclusive construction and maintenance easement in, to, over, under and across Parcel B for the improvement of the CenterCal Roadway, as well as any incidental sitework and staging associated therewith.

9. Indemnification.

a. Each Party shall indemnify, defend and hold the other Party, its heirs, representations, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i)

any damage, accident, injury or other similar occurrences in the Roadways due to the indemnifying Party's negligence or intentional misconduct; or (ii) the use, maintenance or repair of the Roadways by the indemnifying Party, its guests, invitees, agents, or contractors, other than normal wear and tear. It is expressly understood and agreed that, notwithstanding anything in this Easement to the contrary, the liability of each Party hereunder, to the extent any exists, shall be limited solely and exclusively to the equity of each Party in and to the Roadways, and neither Party, nor any of its shareholders, members, trustees, partners, directors, officers, employees, representatives or agents, shall have any personal liability for any claim arising hereunder and the indemnified Party hereby expressly waives and releases the other Party and such shareholders, members, trustees, partners, directors, officers, employees, representatives or agents from any and all personal liability. Notwithstanding the foregoing, the indemnifying Party shall not indemnify, defend, and hold the indemnified Party harmless for, from and against any claims caused by the negligent acts or omissions of the indemnified Party.

b. From and after the Trigger Date, each Party shall carry (i) Commercial General Liability Insurance, including completed operations and contractual liability coverage, providing on an occurrence basis limits not less than One Million Dollars (\$1,000,000.00) per occurrence (and Two Million Dollars (\$2,000,000.00) general aggregate), naming the other Party as additional insureds solely if requested by the other Party; and (ii) business automobile liability insurance including the ownership, maintenance and operation of the automotive equipment, owned, hired, and non-owned coverage with a combined single limit of not less than Two Million Dollars (\$2,000,000.00) for bodily injury and property damage. Either Party may satisfy its insurance obligations herein through a program of self-insurance, so long as said Party maintains actuarial sound reserves. Either Party may request that the aforementioned policy amounts shall be increased to address current commercial practices, whereupon the Parties shall meet and confer regarding the same and, if they are unable in good faith to resolve the same, the Party with the greatest amount of land burdened hereunder shall issue a controlling determination on said amount.

Liens. Each Party ("Performing Party") shall keep the property owned by the other Party free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the Performing Party. Each Performing Party hereby indemnifies, holds harmless and agrees to defend the other Party from and against any and all liability, loss, damage, costs, attorneys' fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for the Performing Party or persons claiming under the Performing Party. In the event that the Performing Party and its bonding company are unable to obtain a release of a lien that is filed against the other Party's property, the other Party in its absolute discretion may require the Performing Party to provide a bond around the lien or a bond to discharge the lien at the Performing Party's sole expense. Nothing herein shall preclude the Performing Party from contesting the validity and/or amount of any lien imposed on the other Party's property, provided that the Performing Party has caused such lien to be released of record by the payment or posting of a proper bond or such other means reasonably acceptable to the other Party. If the Performing Party shall fail to pay or defend the other Party and the Performing Party has not given the other Party security to protect the other Party's property, then the other Party may, but shall not be obligated to, pay the claim. Any such payment by the other Party as well as other costs and attorneys' fees incurred by the other Party in connection therewith (including without limitation copy costs, consultant and expert fees) shall be immediately due and owing from the Performing Party to the other Party.

- 11. <u>Severability of Provisions</u>. In the event any portion of this Easement shall be declared by any court of competent jurisdiction (or any referee or judge pro tem appointed as set forth above) to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Easement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Easement, but only so long as the general intent of this Easement is not materially modified by reason of the severed portion.
- 12. Governing Law and Interpretation. This Easement shall be governed by and interpreted under and in accordance with the laws of the State of Utah without regard for any conflicts of laws provisions thereof. This Easement shall be interpreted as though fully negotiated and drafted by both Parties equally. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Easement.
- 13. <u>Amendment</u>. A ny amendment to this Easement shall be of no force and effect unless it is in writing and signed by the Parties hereto.
- 14. <u>Notices</u>. Notices provided for in this Easement shall be in writing and shall be deemed sufficiently given either when delivered personally at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or 48 hours after deposit of same in any United States post office box in the state to which the notice is addressed, 72 hours after deposit of same in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth below.

Notices to the CenterCal shall be addressed to:

Riverton CenterCal 2, LLC 1600 E. Franklin Ave. El Segundo, CA, 90245 Attn: General Counsel

Notices to SLR shall be addressed to:

Suburban Land Reserve, Inc. 51 South Main, Suite 301 Salt Lake City, UT 84111-7502 Attn: R. Steve Romney and Dan McCay

With a copy to:

Kirton McConkie 50 East South Temple Street, Suite 400 Salt Lake City, Utah 84111 Attn: Robert C. Hyde and Eric Robinson

The addresses and addressees for purposes of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such notice is

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received, the last address and addressee as stated by notice or as provided herein, if no notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

- 15. <u>Binding Nature of Easement; Rule Against Perpetuities</u>. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties hereto. Notwithstanding any provision in this Easement to the contrary, if the Trigger Date has not occurred within twenty-one (21) years after the date of this Easement for any portion of the Roadways, this Easement shall automatically terminate on the twenty-first (21st) anniversary of the date of this Easement as related to that portion of the Roadways.
- 16. <u>Estoppel</u>. Each party hereto agrees to deliver to the other, from time to time and within twenty (20) days after receipt of a reasonable request in writing, an estoppel certificate certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the Agreement is in full force and effect as modified and stating the modifications), together with such other information as the requesting party may reasonably require with respect to the status of the Agreement, any defaults and any sums owed hereunder
- 17. Enforcement. Each owner of a Parcel shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, easements, liens, and charges now or hereafter imposed by the provisions of this Easement. The prevailing Party shall be entitled to collect the reasonable costs and expenses, including, without limitation, reasonable attorneys' fees, of the prevailing Party from the nonprevailing Party. Failure by any Party to enforce any covenant or restriction contained in this Easement shall not be deemed a waiver of the right to do so thereafter. Any owner of a Parcel shall be entitled to recover from the other owners of said parcels obligated to make a payment or reimbursement under this Easement the reasonable costs of collection of any amounts owed under any cost sharing or reimbursement provision of this Easement, including, without limitation, reasonable attorneys' fees, together with interest at the rate of twelve percent (12%) per annum on the outstanding amounts from the date thirty (30) days after the collecting Party gives notice requesting such reimbursement together with supporting invoices.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Reciprocal Road Easement and Maintenance Agreement as of the date first set forth above.

CENTERCAL

Riverton CenterCal 2, LLC a Delaware limited liability company

By: CenterCal, LLC,

a Delaware limited liability company

Its: Sole Member

By: CenterCal Associates, LLC,

a Delaware limited liability company

Its: Manager

By:/

Name:

Its:

STATE OF COLHUNIC

COUNTY OF LOS HO

) ss:

COUNTY OF TO HILLORY

On Solling H, 2019 before me Cabriel Motor (here insert name of the officer), Notary Public, personally appeared Way Four Courses.

personally known to me for 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.

WITNESS my hand and official seal. Notary Public

GABRIEL ROBERTS
COMM. #2251967
Notary Public · California
Los Angeles County
My Comm. Expires Aug. 29, 2022

SLR

Suburban Land Reserve, Inc., a Utah corporation

Name: R. Steven Romney

Mahilyn I Nelson

Its: President

STATE OF UTAH)	
)	SS
COUNTY OF SALT LAKE)	

On January 14, 2019 before me, Marilyn F. Nielsen (here insert name of the officer), Notary Public, personally appeared R. Steven Romney, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal. Notary Public



EXHIBIT "A"

Description of Parcel A

Parcel 1:

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South 89°34'03" East, along the section line, 1916.92 feet and North 00°25'57" East 149.17 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°34'50" East 167.70 feet to a point on a 100.00 foot radius curve to the left; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15, (chord bears North 02°40'47" West 11.37 feet); thence North 05°56'24" West 59.05 feet to a point on a 100.00 foot radius curve to the right; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears North 02°40'47" West 11.37 feet); thence North 00°34'50" East 889.12 feet to the proposed south line of 13200 South Street; thence, along the said south line, South 89°25'15" East 990.27 feet to a point on a 29.50 foot non-tangent radius curve to the left; thence southwesterly 24.18 feet along said curve, through a central angle of 46°57'13", (chord bears South 23°59'12" West 23.50 feet); thence South 00°30'35" West 90.73 feet to a point on a 153.00 foot curve to the left; thence southeasterly 53.93 feet along the said curve, through a central angle of 20°11'45", (chord bears South 09°35'17" East 53.65 feet); thence South 19°41'10" East 46.06 feet; thence South 20°12'44" East 489.99 feet to a point on a 195.00 foot radius curve to the right; thence southeasterly 70.49 feet along said curve, through a central angle of 20°42'40", (chord bears South 09°51'24" East 70.10 feet); thence South 00°29'56" West 261.30 feet; thence South 03°25'00" East 43.93 feet; thence South 00°29'56" West 161.88 feet to a point on a 30.00 foot radius curve to the left; thence southeasterly 28.99 feet along said curve, through a central angle of 55°21'34", (chord bears South 27°10'51" East 27.87 feet) to the to the aforesaid northerly Right-of-Way line of 13400 South Street; thence, along said northerly Right-of-Way line, the following seven (7) courses: (1) North 88°17'31" West 485.69 feet, (2) North 89°33'54" West 325.00 feet, (3) North 85°45'03" West 97.72 feet, (4) North 89°33'54" West 244.87 feet, (5) North 44°07'42" West 55.55 feet, (6) North 00°11'47" West 35.07 feet, (7) South 89°48'13" West 9.22 feet to the Point of Beginning.

Parcel 1A:

An easement on, over and across the property conveyed by that certain Special Warranty Deed recorded October 8, 2010 as Entry No. 11049402 in Book 9867 at Page 1249, for (i) vehicular and pedestrian ingress and egress, and (ii) the installation and maintenance of an and all utilities of the land described therein.

Tax D: 27-31-451-003

EXHIBIT "B"

Description of Parcel B

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South 89°33'51" East, along the section line, 462.36 feet and North 00°26'09" East 57.32 feet from the South Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence northwesterly 28.99 feet along the arc of a 30.00 foot radius curve to the right, through a central angle of 55°21'34", (chord bears North 27°10'51" West 27.87 feet); thence North 00°29'56" East 161.88 feet; thence North 03°25'00" West 43.93 feet; thence North 00°29'56" East 261.30 feet; thence northerly 70.49 feet along the arc of a 195.00 foot radius curve to the left, through a central angle of 20°42'40", (chord bears North 09°51'24" West 70.10 feet); thence North 20°12'44" West 489.99 feet; thence North 19°41'10" West 46.06 feet; thence northerly 53.93 feet along the arc of a 153.00 foot curve to the right; through a central angle of 20°11'45", (chord bears North 09°35'17" West 53.65 feet); thence North 00°30'35" East 90.73; thence northeasterly 24.18 feet along the arc of a 29.50 foot radius curve to the right, through a central angle of 46°57'13", (chord bears North 23°59'12" East 23.50 feet) to the south line of 13200 South Street; thence, along the said south line, South 89°25'15" East 284.49 feet to the west line of Welby Canal as described in that certain document named Welby Jacobs Water Users Company Notice of Interest in Canal Property Easement, recorded November 1, 1999 as Entry No. 7502870 in Book 8320 at Page 1076 in the office of the Salt Lake County Recorder; thence, along said west line, the following eight (8) courses: 1) South 00°09'05" West 89.93 feet, 2) South 06°57'32" East 97.74 feet, 3) South 14°24'17" East 50.07 feet, 4) South 21°51'02" East 51.77 feet, 5) South 27°53'50" East 97.81 feet, 6) South 22°37'53" East 94.43 feet, 7) South 12°49'49"East 295.98 feet, 8) South 11°12'19" East 493.12 feet to the aforesaid northerly Right-of-Way line of 13400 South Street, thence along said northerly Right-of-Way line, the following two (2) courses: 1) North 89°33'51" West 349.39 feet, 2) North 88°17'31" West 15.04 feet to the Point of Beginning.

Contains 375,185 Sq. Ft. (8.61 Acres)

[NOTE - SURVEY IDENTIFYING PARCEL B ON FOLLOWING PAGE]

Tex ID: 27-31-451-003

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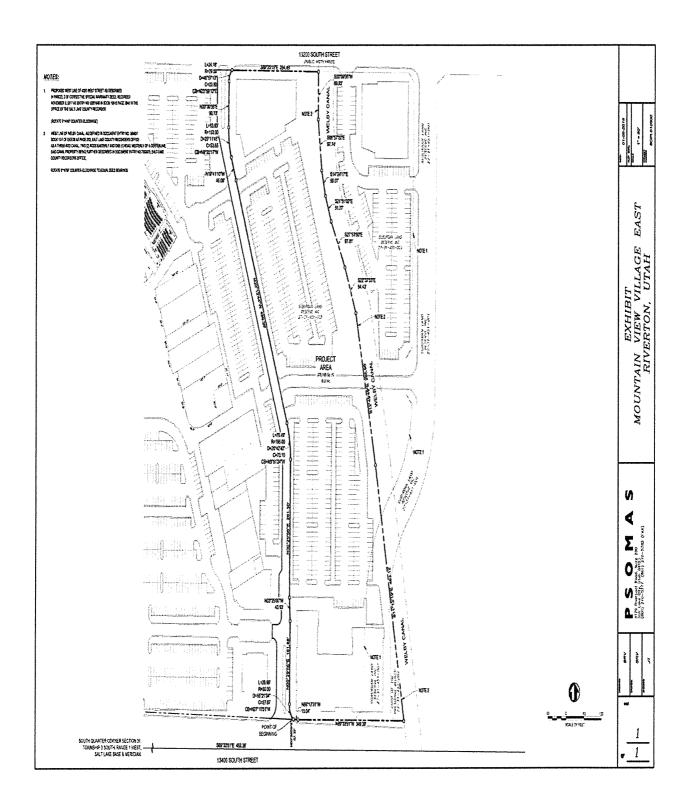


EXHIBIT "C"

Intentionally Deleted

EXHIBIT "D"

Description of CenterCal Roadway

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Ouit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South 89°33'51" East, along the section line, 388.71 feet and North 00°26'09" East 58.95 feet from the South Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence northeasterly 34.32 feet along the arc of a 32.00 foot non-tangent radius curve to the left, through a central angle of 61°26'39", (chord bears North 31°13'16" East 32.70 feet); thence North 00°29'56" East 109.37 feet; thence northwesterly 21.99 feet along the arc of a 14.00 foot radius curve to the left, through a central angle of 89°59'01", (chord bears North 44°29'34" West 19.80 feet); thence North 89°29'05" West 1.00 feet; thence North 00°17'05" East 26.00 feet; thence South 89°29'05" East 15.80 feet; thence northeasterly 21.99 feet along the arc of a 14.00 foot radius curve to the left, through a central angle of 90°00'00", (chord bears North 45°30'55" East 19.80 feet); thence North 00°30'55" East 13.68 feet: thence North 45°11'48" West 12.57 feet; thence North 00°30'55" East 57.84 feet; thence North 46°13'38" East 12.94 feet; thence North 00°29'56" East 209.33 feet; thence northerly 61.09 feet along the arc of a 169.00 foot radius curve to the left, through a central angle of 20°42'40", (chord bears North 09°51'24" West 60.76 feet); thence North 20°12'44" West 490.11 feet; thence North 19°41'10" West 95.01 feet; thence northerly 35.25 feet along the arc of a 100.00 foot radius curve to the right, through a central angle of 20°11'45" feet, (chord bears North 09°35'17" West 35.07 feet); thence North 00°30'35" East 72.02 feet; thence northwesterly 24.50 feet along the arc of a 29.50 foot radius curve to the left, through a central angle of 47°35'10", (chord bears North 23°17'00" West 23.80 feet; to the proposed south line of 13200 South Street; thence, along the said south line, South 89°25'15" East 56.97 feet; thence southwesterly 24.18 feet along the arc of a 29.50 foot radius curve to the left, through a central angle of 46°57'13", (chord bears South 23°59'12" West 23.50 feet); thence South 00°30'35" West 90.73; thence southerly 53.93 feet along the arc of a 153.00 foot curve to the left; through a central angle of 20°11'45", (chord bears South 09°35'17" East 53.65 feet); thence South 19°41'10" East 46.06 feet; thence South 20°12'44" East 489.99 feet; thence southerly 70.49 feet along the arc of a 195.00 foot radius curve to the right, through a central angle of 20°42'40", (chord bears South 09°51'24" East 70.10 feet); thence South 00°29'56" West 261.30 feet; thence South 03°25'00" East 43.93 feet; thence South 00°29'56" West 161.88 feet; thence southeasterly 28.99 feet along the arc of a 30.00 foot radius curve to the left, through a central angle of 55°21'34", (chord bears South 27°10'51" East 27.87 feet) to the to the aforesaid northerly Right-of-Way line of 13400 South Street; thence, along said northerly Right-of-Way line, North 88°17'31" West 73.67 feet the Point of Beginning.

Contains 39,192 Sq. Ft. (0.90 Acres)

[NOTE - SURVEY IDENTIFYING PRIVATE ROAD #1 IN RED ON FOLLOWING PAGE]

Tax ID: 27-31-451-003

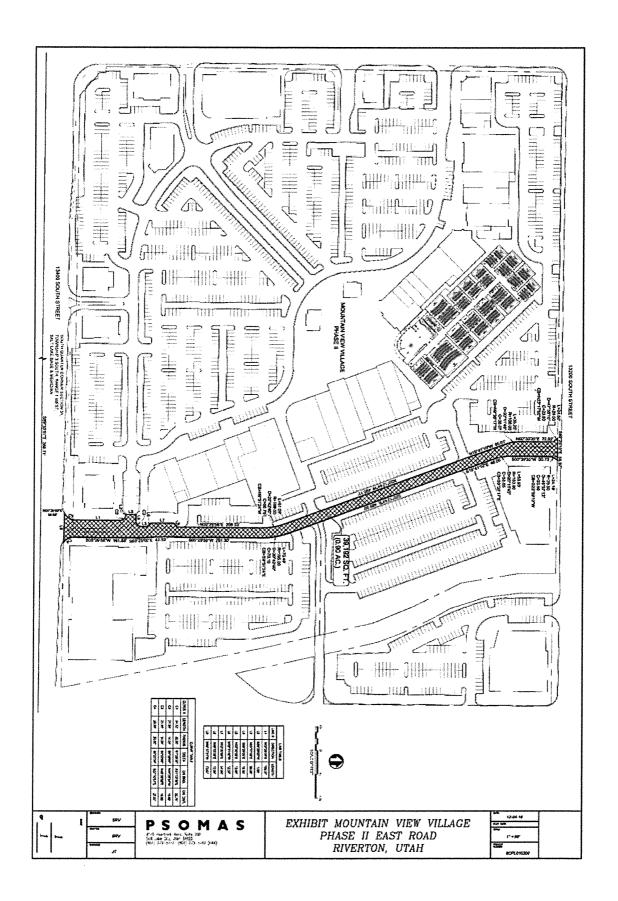


EXHIBIT "E"

Depiction of Roadways

