13268311 5/12/2020 4:09:00 PM \$50.00 Book - 10942 Pg - 5893-5911 RASHELLE HOBBS Recorder, Salt Lake County, UT OLD REPUBLIC TITLE DRAPER/OREM BY: eCASH, DEPUTY - EF 19 P.

WHEN RECORDED, RETURN TO: WDG Inland Crossing, LLC

Attn: Spencer Wright

1178 Legacy Crossing Blvd., Suite 100

Centerville, Utah 84014 Telephone: 801-773-7339

E-Mail: spencer@wrightdevelopmentgroup.com

Please mail tax notice to Grantee at the address listed below

1935966HM

Tax Serial No. 14-21-300-023 Space above for County Recorder's Use

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), entered into and to be effective as of the 12 day of May, 2020, by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation, formerly known as Gazelle Corporation, a Delaware corporation, as Grantor, with an address of 4700 W. Daybreak Parkway, Suite 3S, South Jordan, UT 84095, and WDG INLAND CROSSING, LLC, a Utah limited liability company, as Grantee, whose address is 1178 Legacy Crossing Blvd., Suite 100, Centerville, Utah 84014, with reference to the following:

RECITALS:

- A. Grantee, as buyer, and Grantor, as seller, are parties to that certain Real Property Purchase and Sale Agreement ("Purchase Agreement") dated June 3, 2019, whereby Grantee has the right to purchase certain unimproved real property located in Salt Lake County, State of Utah more particularly described on Exhibit A attached hereto and made a part hereof ("Property").
- B. Pursuant to the Purchase Agreement, Grantee agreed, among other things, to limit use of the Property for non-residential purposes for the benefit of Grantor's retained lands located adjacent to or near the Property ("Grantor Lands") as more particularly described on Exhibit B attached hereto and made a part hereof.
- 1. <u>Conveyance</u>. FOR THE SUM OF TEN DOLLARS, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the covenants in this Deed, Grantor hereby conveys and warrants against all claiming by, through or under it to Grantee, the Property subject to the reservations, covenants, conditions and restrictions set forth herein. Grantor hereby reserves any and all (a) minerals and subsurface rights of any kind whatsoever, and (b) water and water rights, if any, however evidenced and whether or not appurtenant to the Property, relating to or connected with the Property.
- 2. <u>Title to Property</u>. The Property is conveyed SUBJECT TO (a) all reservations, covenants, conditions, restrictions, encumbrances, easements, rights-of-way and other matters set

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forth on **Exhibit C** hereto; (b) all taxes and assessments for the current year and thereafter; (c) all federal, state and local zoning, building, subdivision, land sales, land use, ecology, environmental protection and other laws, ordinances rules and regulations of governmental authorities, including those of any and all regulatory agencies and administrative officials having or asserting jurisdiction over the Property; (d) all matters that a physical inspection or accurate survey of the Property would disclose; and (e) the reservations, covenants, conditions and restrictions set forth in the Purchase Agreement.

- 3. <u>Grantee Covenants</u>. Grantee hereby covenants and agrees: (i) to use the Property solely for non-residential purposes; (ii) to not use or develop the Property in a manner that would disrupt or interfere with Grantor's use of Grantor's lands located in the vicinity of the Property; (iii) that no portion of the Property will be used for residential housing purposes, the placement or construction of any residential buildings or residential structures; and (iii) to develop the Property with the understanding that Seller's retained land may be developed in the future; and (iv) the Property shall not be used for: adult entertainment;; car rentals; nightclubs; cocktail lounges; taverns; undertaking establishments; bingo games, casinos or off-track betting agencies; or pawn shops.. The parties expressly agree that the foregoing covenants will run with the Property for the benefit of the Grantor Lands, and be binding on Grantee and its successor and assigns for the benefit of Grantor and its successor and assigns.
- 4. Reservation of Rights. Grantor reserves the right and privilege at any and all times hereinafter, to discharge through the air upon each and every portion of the Property, any and all gases, dust, dirt, fumes, particulates and other substances and matter which may be released, given, thrown or blown off, emitted or discharged in the course of, by, or through the existence of or operations of any and all smelting plants, reduction works, mines, mills, refineries, manufactories, tailing deposits and other works and factories which now are, or which may hereafter at any time be established or operated by Grantor, its successors, grantees, tenants or assigns, within Salt Lake County, Utah.
- Condition of Property. Grantee hereby covenants and agrees that Grantee is acquiring the Property "AS IS AND WHERE IS, WITH ALL FAULTS," in its state and condition as of the date of Closing. Grantee hereby acknowledges and agrees there are no oral agreements. warranties or representations, collateral to or affecting the Property by Grantor, any agent, employee or representative of Grantor or any third party. Grantor will not be liable or bound in any manner by any oral or written statements, representations or information pertaining to the Property furnished by any agent, employee, servant or other person, unless the same are specifically set forth or referred to in the Purchase Agreement. Except as otherwise provided in the Purchase Agreement, Grantee assumes all responsibility for all liabilities and damages existing with respect to the Property after Closing caused by, relating to or arising out of any condition of the Property or any liability relating thereto (including, without limitation, environmental investigation and remediation expenses). Grantee further covenants and agrees not to sue Grantor or its parents, affiliates, subsidiaries, and their respective officers, agents, directors, and employees related to or arising out of the condition of the Property now existing or any liability relating thereto including, without limitation, the existence of Hazardous Substances (defined below) whatsoever. on, at, to, in, above, about, under, from or in the vicinity of the Property.

- 6. <u>No Indemnification</u>. Grantee hereby covenants and agrees that it has inspected the Property with respect to environmental conditions, and agrees that by accepting this Deed, it accepts the Property in such condition. Grantee hereby waives any and all rights to indemnification, express or implied, statutory or common law, it might otherwise have against Grantor relating to any such environmental contamination.
- 7. <u>Binding Effect</u>. The parties expressly covenant and agree that the covenants and restrictions in this Deed will benefit the Grantor Lands and burden the Property. The parties expressly covenant and agree that the covenants and restrictions in this Deed will run with the Property, and be binding not only on Grantee, but on any authorized successor in interest of Grantee, or any party taking title through Grantee. This Deed will extend to and be binding upon, and every benefit and burden hereof will inure to or apply against, the parties hereto and their respective successors and assigns.
- 8. <u>General Provisions</u>. Unless otherwise indicated herein, all capitalized terms used in this Deed will have the definitions assigned to them in the Purchase Agreement. Grantee agrees that the failure of Grantor to insist upon the strict performance of any of the covenants, conditions and restrictions in this Deed will not be construed as a waiver of any such covenants, conditions and restrictions or for any subsequent failure. This Deed is delivered pursuant to and is subject to the Purchase Agreement. In the event of any conflict between the terms of the Purchase Agreement and the terms of this Deed, the terms of the Purchase Agreement, which will survive the execution and delivery of this Deed, and the rights of Grantor under such agreement, will prevail. This Deed may be executed in counterparts and, when all counterpart documents are executed, the counterparts will constitute a single binding instrument.

[SIGNATURE PAGE FOLLOWS]

This Deed is executed and delivered to be effective on the date first written above.

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company, formerly known as Kennecott Utah Copper Corporation, formerly known as Gazelle Corporation, a Delaware corporation By: < Print Name: () GABY BIRIER Title:/ MONDGING DIRECTOR **GRANTEE:** WDG INLAND CROSSING, LLC, a Utah limited liability company By:__ Print Name: Title: STATE OF UTAH : ss. COUNTY OF SALT LAKE The foregoing instrument was acknowledged before me this 12 day of Name of Nam 2020, by Craby Poisier, as Managing Threater of KENNECOTT UTAH COPPER LLC, a Utah limited liability company, formerly known as Kennecott Utah Copper Corporation, formerly known as Gazelle Corporation, a Delaware corporation. NOTARY PUBLIC My Commission Expires: Residing at:≤ 2022

FOREST EDWARD ANTHONY
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires April 5, 2022
COMMISSION NUMBER 699868

This Deed is executed and delivered to be effective on the date first written above.

	GRANTOR: KENNECOTT UTAH COPPER LLC, a Utah limited liability company, formerly known as Kennecott Utah Copper Corporation, formerly known as Gazelle Corporation, a Delaware corporation
	By: Print Name: Title:
	WDG INLAND CROSSING, LLC, a Utah limited liability company By: Print Name: Sparcon H. WATERIT Title: MANAGEN
STATE OF UTAH) : ss.
2020, by KENNECOTT UTAH COPPER LI	s acknowledged before me this day of, as of C, a Utah limited liability company, formerly known as n, formerly known as Gazelle Corporation, a Delaware

NOTARY PUBLIC

Residing at:

My Commission Expires:

STATE OF (tah)	
COUNTY OF David : ss.	
The foregoing instrument was acknowledged	owledged before me this II day of May
2020, by Spencer Howasht	, as <u>Manaer</u> of WDC
INLAND CROSSING, a Utah limited liabil	ity company.
	John & Boyle
	NOTARY/PUBLIC
My Commission Expires:	Residing at Dans County Hah
10-14-2023	

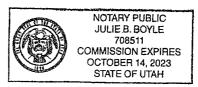


EXHIBIT A TO SPECIAL WARRANTY DEED

Legal Description of Property

The real property referenced in the forgoing Special Warranty Deed as the Property is located in Salt Lake County, Utah and more particularly described as:

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP I SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING A PORTION OF PARCEL 14213000230000 AND BEING MORE PARTICULARLY DESCRIBED FROM RECORDS AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 201 AND THE EASTERLY RIGHT OF WAY LINE OF 8000 WEST STREET, SAID POINT BEING S00°11'45"W 2654.83 FEET AND S00°11'41"W 159.80 FEET AND S89°48'19"E 54.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 21 (SAID NORTHWEST CORNER BEING S89°54'00"E 5280.05 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 21); THENCE N89°58'46"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 201, 516.03 FEET; THENCE S00°11'41"W 225.33 FEET TO THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY A QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903854 IN BOOK 10738 AT PAGE 8643 AT THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING FOUR (4) COURSES: (1) S56°24'16"W 24.50 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 638.99 FEET, AN ARC LENGTH OF 374.38 FEET, A DELTA ANGLE OF 33°34'10", A CHORD BEARING OF S73°11'21"W, AND A CHORD LENGTH OF 369.05 FEET; (3) S89°58'25"W 106.21 FEET; AND (4) N48°35'49"W 48.58 FEET TO THE EASTERLY LINE OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY A QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903855 IN BOOK 10738 AT PAGE 8646 AT THE SALT LAKE COUNTY RECORDERS OFFICE: THENCE N00°11'39"E ALONG SAID EASTERLY LINE, 313.35 FEET TO THE POINT OF BEGINNING. CONTAINING 163,300 SQUARE FEET OR 3.749 ACRES MORE OR LESS

EXHIBIT B TO SPECIAL WARRANTY DEED

Legal Description of Grantor Lands

The real property referenced in the forgoing Special Warranty Deed as the Property is located in Salt Lake County, Utah and more particularly described as:

PARCEL 1: (PORTIONS OF 14-21-300-023 AND 14-21-300-019)

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING A PORTION OF PARCELS 14213000230000 AND 14213000190000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 201, SAID POINT BEING S00°11'45"W 2654.83 FEET AND S00°11'41"W 159.80 FEET AND S89°48'19"E 54.00 FEET AND N89°58'46"E 516.03 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 21 (SAID NORTHWEST CORNER BEING S89°54'00"E 5280.05 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 21); THENCE N89°58'46"E ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 201, 378.88 FEET TO A POINT ON THE NORTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY A QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903854 IN BOOK 10738 AT PAGE 8643 AT THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1061.00 FEET, AN ARC LENGTH OF 217.76 FEET, A DELTA ANGLE OF 11°45'34", A CHORD BEARING OF S62°17'03"W, AND A CHORD LENGTH OF 217.38 FEET; AND (2) S56°24'16"W 224.75 FEET; THENCE N00°11'41"E 225.33 FEET TO THE POINT OF BEGINNING.

PARCEL 2: (PORTIONS OF 14-21-300-023, 14-21-300-019 AND 14-21-300-020)

PART OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, BEING A PORTION OF PARCELS 14213000230000, 14213000190000, AND 1421300020000 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 8000 WEST STREET, SAID POINT BEING S00°11'45"W 2654.83 FEET AND S00°11'41"W 634.38 FEET AND S89°48'21"E 33.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 21 (SAID NORTHWEST CORNER BEING S89°54'00"E 5280.05 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 21); THENCE ALONG THE SOUTHERLY LINE OF A PARCEL OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY A QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903854 IN BOOK 10738 AT PAGE 8643 AT THE SALT LAKE COUNTY RECORDERS OFFICE THE FOLLOWING SEVEN (7) COURSES: (1) N89°58'25"E 8.04 FEET; (2) N44°38'33"E 61.17 FEET; (3) N78°46'43"E 48.93 FEET; (4) N89°58'25"E 65.21 FEET; (5) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 714.99 FEET, AN ARC LENGTH OF 418.91 FEET, A DELTA ANGLE OF 33°34'10", A CHORD BEARING OF

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N73°11'20"E, AND A CHORD LENGTH OF 412.94 FEET; (6) N56°24'16"E 249.25 FEET; AND (7) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 987.15 FEET, AN ARC LENGTH OF 375.45 FEET, A DELTA ANGLE OF 21°47'29", A CHORD BEARING OF N67°17'59"E, AND A CHORD LENGTH OF 373.19 FEET; THENCE S00°01'14"E 78.29 FEET; THENCE \$89°58'46"W 145.19 FEET TO A POINT ON AN EXISTING FENCE; THENCE S00°13'21"W ALONG SAID EXISTING FENCE, 945.76 FEET; THENCE N89°58'46"E 660.89 FEET; THENCE S00°08'58"W 75.19 FEET; THENCE N89°48'22"W 663.32 FEET; THENCE S00°11'41"W 49.50 FEET TO THE NORTHERLY LINE OF ENSIGN MEADOWS SUBDIVISION; THENCE S89°59'22"W ALONG SAID NORTHERLY LINE, 962.15 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE N00°11'41"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 437.87 FEET TO A POINT WEST OF THE SOUTHERLY LINE OF PARCEL 14213000150000 AND PERPENDICULAR TO THE EASTERLY RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE S89°48'19"E 8.25 FEET TO THE SOUTHERLY LINE OF PARCEL 14213000150000; THENCE ALONG SAID PARCEL LINE THE FOLLOWING FOUR (4) COURSES: (1) S65°04'33"E 53.91 FEET; (2) N54°55'27"E 60.77 FEET; (3) N35°04'33"W 42.12 FEET; AND (4) N45°05'33"W 103.40 FEET; THENCE N89°48'19"W 9.03 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 8000 WEST STREET; THENCE N00°11'45"E ALONG SAID EASTERLY RIGHT OF WAY LINE, 134.50 FEET TO THE POINT OF BEGINNING.

PARCEL 3: (14-21-300-021)

BEGINNING AT A POINT 80 RODS WEST AND 85.50 FEET SOUTH FROM THE CENTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 1119.0 FEET, THENCE WEST 330.0 FEET, THENCE NORTH 945.75 FEET, THENCE EAST 8.5 RODS; THENCE NORTH 10.5 RODS; THENCE EAST 189.75 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM A PARCEL OF LAND FOR A FREEWAY KNOWN AS PROJECT NO. 018-1 CONVEYED TO THE STATE ROAD COMMISSION OF UTAH BY DEED RECORDED MAY 31, 1973 AS ENTRY NO. 2543504 IN BOOK 3338 AT PAGE 321 OF OFFICIAL RECORDS, AND BEING WITHIN THE BOUNDS OF 2400 SOUTH STREET, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 018-1, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS APPROXIMATELY 990 FEET WEST FROM THE CENTER OF SAID SECTION 21; THENCE SOUTHERLY 156 FEET, MORE OR LESS, ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 30.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF FRONTAGE ROAD "S" OF SAID PROJECT; THENCE SOUTH 89°59' WEST 520 FEET, MORE OR LESS, TO A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTHERLY 76 FEET, MORE OF LESS, ALONG SAID WESTERLY BOUNDARY LINE TO A SOUTHWEST INSIDE CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 89°59' WEST 140.2 FEET ALONG A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTHERLY 80 FEET ALONG A WEST BOUNDARY LINE OF SAID ENTIRE TRACT TO A NORTHWEST CORNER; THENCE EASTERLY 660 FEET, MORE OR LESS, ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE

TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH,

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONVEYED BY THAT CERTAIN QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903854 IN BOOK 10738 AT PAGE 8643, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 201 KNOWN AS PROJECT NO. F-0201(38)7, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NW1/4 SW1/4 AND THE NE1/4 SW1/4 OF SECTION 21, T.1S., R.2W., S.L.B.&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY RIGHT OF WAY LINE OF THE EXISTING 8000 WEST STREET, WHICH POINT IS 159.68 FEET SOUTH ALONG THE SECTION LINE AND 33.00 FEET EAST AND 313.31 FEET. SOUTH FROM THE WEST QUARTER CORNER OF SAID SECTION 21, SAID POINT IS ALSO 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE 8000 WEST STREET CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 108+54.00; AND RUNNING THENCE EAST 21.00 FEET TO A POINT 54.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 108+54.00; THENCE S.48°47'30"E. 48.58 FEET TO A LINE PARALLEL WITH AND 38.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE FRONTAGE ROAD CONTROL LINE OPPOSITE ENGINEER STATION 11+05.50; THENCE N.89°46'44"E. 106.21 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A 639.00-FOOT RADIUS CURVE TO THE LEFT, CONCENTRIC WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 12+11.71 THENCE EASTERLY ALONG THE ARC OF SAID CURVE 374.39 FEET THROUGH A DELTA OF 33°34'09" (NOTE: CHORD TO SAID CURVE BEARS N.72°59'40"E. FOR A DISTANCE OF 369.05 FEET) TO A LINE PARALLEL WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 16+08.36; THENCE N.56°12'35"E. 249.25 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A 1,061.00-FOOT RADIUS CURVE TO THE RIGHT, CONCENTRIC WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 18+57.61; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 217.76 FEET THROUGH A DELTA OF 11°45'33" (NOTE: CHORD, TO SAID CURVE BEARS N.62°05'22"E. FOR A DISTANCE OF 217.37 FEET) TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING FRONTAGE ROAD AT A POINT 38.00 FEET RADIALLY DISTANT NORTHWESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 20+67.56; THENCE N.89°47'13"E. 394.33 FEET ALONG SAID NORTHERLY BOUNDARY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE TO THE BEGINNING OF A 985.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (NOTE: CENTER BEARS S.00°12'47"E.), CONCENTRIC WITH AND 38.00 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 24+57.12; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 577.24 FEET THROUGH A DELTA OF 33°34'38" (NOTE: CHORD TO SAID CURVE BEARS S.72°59'54"W. FOR A DISTANCE OF 569.02 FEET) TO A LINE PARALLEL WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 18+57.61; THENCE S.56°12'35"W. 249.25 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A 715.00-FOOT RADIUS CURVE TO THE RIGHT, CONCENTRIC WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 16+08.36; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 418.91 FEET THROUGH A DELTA OF 33°34'09" (NOTE: CHORD TO SAID CURVE BEARS S.72°59'40"W. FOR A DISTANCE OF 412.95 FEET) TO A LINE PARALLEL WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 12+11.71; THENCE S.89°46'44"W. 65.21 FEET ALONG SAID PARALLEL LINE TO A

POINT OPPOSITE ENGINEER STATION 11+46.50; THENCE S.78°35'02"W. 48.93 FEET TO A POINT 47.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 10+98.50; THENCE S.44°26'52"W. 61.17 FEET TO A LINE PARALLEL WITH AND 91.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 10+55.50; THENCE S.89°46'44"W. 8.04 FEET ALONG SAID PARALLEL LINE TO A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND EASTERLY RIGHT OF WAY LINE OF THE EXISTING 8000 WEST STREET OPPOSITE ENGINEER STATION 10+47.46; THENCE NORTH 161.22 FEET ALONG SAID WESTERLY BOUNDARY LINE AND SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 00°23'22" CLOCKWISE TO OBTAIN HIGHWAY BEARINGS.)

PARCEL 4: (14-21-300-006)

BEGINNING AT A POINT 60 RODS WEST FROM THE CENTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 77 RODS; THENCE WEST 104.12 FEET; THENCE NORTH 720.75 FEET; THENCE EAST 59.12 FEET; THENCE NORTH 120.00 FEET; THENCE WEST 59.12 FEET; THENCE NORTH 429.75 FEET; THENCE EAST 104.12 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY DEEDED TO THE STATE ROAD COMMISSION OF UTAH PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED MAY 31, 1973 AS ENTRY NO. 2543504 IN BOOK 3338 AT PAGE 321 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 018-1, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS APPROXIMATELY 990 FEET WEST FROM THE CENTER OF SAID SECTION 21; THENCE SOUTHERLY 156 FEET, MORE OR LESS, ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 30.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF FRONTAGE ROAD "S" OF SAID PROJECT; THENCE SOUTH 89°59' WEST 520 FEET, MORE OR LESS, TO A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTHERLY 76 FEET, MORE OF LESS, ALONG SAID WESTERLY BOUNDARY LINE TO A SOUTHWEST INSIDE CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 89°59' WEST 140.2 FEET ALONG A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTHERLY 80 FEET ALONG A WEST BOUNDARY LINE OF SAID ENTIRE TRACT TO A NORTHWEST CORNER; THENCE EASTERLY 660 FEET, MORE OR LESS, ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

PARCEL 5: (14-21-300-022)

BEGINNING AT A POINT 80 RODS WEST FROM THE CENTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 77 RODS; THENCE EAST 225.88 FEET; THENCE NORTH 720.75 FEET; THENCE EAST 59.12 FEET; THENCE NORTH 120.00 FEET; THENCE WEST 59.12 FEET; THENCE NORTH 429.75 FEET; THENCE WEST 225.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION OF SAID PROPERTY DEEDED TO THE STATE ROAD COMMISSION OF UTAH PURSUANT TO THAT CERTAIN WARRANTY DEED RECORDED MAY 31, 1973 AS ENTRY NO. 2543504 IN BOOK 3338 AT PAGE 321 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A FREEWAY KNOWN AS PROJECT NO. 018-1, BEING PART OF AN ENTIRE TRACT OF PROPERTY, IN THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS APPROXIMATELY 990 FEET WEST FROM THE CENTER OF SAID SECTION 21; THENCE SOUTHERLY 156 FEET, MORE OR LESS, ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 30.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF FRONTAGE ROAD "S" OF SAID PROJECT; THENCE SOUTH 89°59' WEST 520 FEET, MORE OR LESS, TO A WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTHERLY 76 FEET, MORE OF LESS, ALONG SAID WESTERLY BOUNDARY LINE TO A SOUTHWEST INSIDE CORNER OF SAID ENTIRE TRACT; THENCE SOUTH 89°59' WEST 140.2 FEET ALONG A SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A SOUTHWEST CORNER OF SAID ENTIRE TRACT; THENCE NORTHERLY 80 FEET ALONG A WEST BOUNDARY LINE OF SAID ENTIRE TRACT TO A NORTHWEST CORNER; THENCE EASTERLY 660 FEET, MORE OR LESS, ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONVEYED BY THAT CERTAIN QUIT CLAIM DEED RECORDED DECEMBER 14, 2018 AS ENTRY NO. 12903854 IN BOOK 10738 AT PAGE 8643, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING HIGHWAY STATE ROUTE 201 KNOWN AS PROJECT NO. F-0201(38)7, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NW1/4 SW1/4 AND THE NE1/4 SW1/4 OF SECTION 21, T.1S., R.2W., S.L.B.&M. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EASTERLY RIGHT OF WAY LINE OF THE EXISTING 8000 WEST STREET, WHICH POINT IS 159.68 FEET SOUTH ALONG THE SECTION LINE AND 33.00 FEET EAST AND 313.31 FEET. SOUTH FROM THE WEST QUARTER CORNER OF SAID SECTION 21, SAID POINT IS ALSO 33.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE 8000 WEST STREET CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 108+54.00; AND RUNNING THENCE EAST 21.00 FEET TO A POINT 54.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 108+54.00; THENCE S.48°47'30"E. 48.58 FEET TO A LINE PARALLEL WITH AND 38.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE FRONTAGE ROAD CONTROL LINE OPPOSITE ENGINEER

STATION 11+05.50; THENCE N.89°46'44"E. 106.21 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A 639.00-FOOT RADIUS CURVE TO THE LEFT, CONCENTRIC WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 12+11.71 THENCE EASTERLY ALONG THE ARC OF SAID CURVE 374.39 FEET THROUGH A DELTA OF 33°34'09" (NOTE: CHORD TO SAID CURVE BEARS N.72°59'40"E. FOR A DISTANCE OF 369.05 FEET) TO A LINE PARALLEL WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 16+08.36; THENCE N.56°12'35"E. 249.25 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A 1,061.00-FOOT RADIUS CURVE TO THE RIGHT, CONCENTRIC WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 18+57.61; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 217.76 FEET THROUGH A DELTA OF 11°45'33" (NOTE: CHORD, TO SAID CURVE BEARS N.62°05'22"E. FOR A DISTANCE OF 217.37 FEET) TO A POINT IN THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING FRONTAGE ROAD AT A POINT 38.00 FEET RADIALLY DISTANT NORTHWESTERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 20+67.56; THENCE N.89°47'13"E. 394.33 FEET ALONG SAID NORTHERLY BOUNDARY LINE AND SAID SOUTHERLY RIGHT OF WAY LINE TO THE BEGINNING OF A 985.00-FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (NOTE: CENTER BEARS S.00°12'47"E.), CONCENTRIC WITH AND 38.00 FEET RADIALLY DISTANT NORTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 24+57.12; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 577.24 FEET THROUGH A DELTA OF 33°34'38" (NOTE: CHORD TO SAID CURVE BEARS S.72°59'54"W. FOR A DISTANCE OF 569.02 FEET) TO A LINE PARALLEL WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 18+57.61; THENCE S.56°12'35"W. 249.25 FEET ALONG SAID PARALLEL LINE TO THE BEGINNING OF A 715.00-FOOT RADIUS CURVE TO THE RIGHT, CONCENTRIC WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 16+08.36; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 418.91 FEET THROUGH A DELTA OF 33°34'09" (NOTE: CHORD TO SAID CURVE BEARS S.72°59'40"W. FOR A DISTANCE OF 412.95 FEET) TO A LINE PARALLEL WITH SAID CONTROL LINE OPPOSITE ENGINEER STATION 12+11.71; THENCE S.89°46'44"W. 65.21 FEET ALONG SAID PARALLEL LINE TO A POINT OPPOSITE ENGINEER STATION 11+46.50; THENCE S.78°35'02"W. 48.93 FEET TO A POINT 47.50 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 10+98.50; THENCE S.44°26'52"W. 61.17 FEET TO A LINE PARALLEL WITH AND 91.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION 10+55.50; THENCE S.89°46'44"W. 8.04 FEET ALONG SAID PARALLEL LINE TO A POINT IN THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND EASTERLY RIGHT OF WAY LINE OF THE EXISTING 8000 WEST STREET OPPOSITE ENGINEER STATION 10+47.46; THENCE NORTH 161.22 FEET ALONG SAID WESTERLY BOUNDARY LINE AND SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 00°23'22" CLOCKWISE TO OBTAIN HIGHWAY BEARINGS.)

PARCEL 6: (14-20-426-001)

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 20; THENCE W. 1220.1 FEET; THENCE S. 9° W. 366.4 FEET; THENCE S. 65°53' E. 782 FEET; THENCE N. 9° E. 9.7 FEET; THENCE S. 65°53' E. 612.6 FEET; THENCE N. 878.9 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN QUIT CLAIM DEED RECORDED FEBRUARY 27, 1967 AS ENTRY NO. 2189509 IN BOOK 2532 AT PAGE 418 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR AN EXPRESSWAY KNOWN AS PROJECT NO. 018-1, BEING PART OF AN ENTIRE TRACT OF PROPERTY IN THE NE1/4SE1/4 OF SECTION 20, T. 1 S., R. 2 W., S.L.B.SM. SAID PARCEL OF LAND IS CONTAINED WITHIN TWO SIDE LINES PARALLEL TO AND AT DISTANCES OF 65 FT. SOUTHERLY AND 65 FT. NORTHERLY FROM THE CENTER LINE OF RIGHT OF WAY OF SAID PROJECT. SAID CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID NE1/4SE1/4 AND SAID CENTER LINE OF RIGHT OF WAY AT ENGINEER STATION 331+78.02, WHICH POINT IS APPROXIMATELY 107 FT. SOUTHERLY ALONG SAID EAST LINE FROM THE NE. CORNER OF SAID NE1/4SE1/4; THENCE S. 89° 46′ W. 476 FT., MORE OR LESS, TO THE INTERSECTION OF SAID CENTER LINE OF RIGHT OF WAY APPROXIMATELY AT ENGINEER STATION 336+54 AND THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT OF PROPERTY, WHICH POINT IS 459.38 FT. WEST AND APPROXIMATELY 111 FT. S. 09° W. FROM SAID NE. CORNER AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN QUIT CLAIM DEED RECORDED NOVEMBER 13, 1974 AS ENTRY NO. 2664567 IN BOOK 3721 AT PAGE 250 AND CORRECTED FEBRUARY 19, 1975 AS ENTRY NO. 2685666 IN BOOK 3788 AT PAGE 26 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT. WHICH POINT IS APPROXIMATELY 50.0 FT. NORTH FROM THE E 1/4 CORNER OF SAID SEC-TION 20; THENCE NORTHERLY 104.0 FT. ALONG SAID EASTERLY BOUNDARY LINE; THENCE S. 89°49' W. 120.8 FT. TO A POINT OF TANGENCY WITH A 2029.9-FOOT RADIUS CURVE TO THE LEFT OPPOSITE ENGINEER STATION 333+00.0; THENCE WESTERLY 262.25 FT. ALONG THE ARC OF SAID CURVE TO A POINT 120.0 FT. RADIALLY DISTANT NORTHERLY FROM THE CENTER LINE OF MEDIAN OF SAID PROJECT OPPOSITE ENGINEER STATION 335+53.4; THENCE S. 82°22'51" W. 752.9 FT. TO A POINT 65.0 FT. PERPENDICULARLY DISTANT NORTHERLY FROM THE CENTER LINE OF RAMP "F" OF SAID PROJECT OPPOSITE ENGINEER STATION 10+00.0; THENCE S. 83°49' W. 248.6 FT., MORE OR LESS, TO THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 20; THENCE EASTERLY 156.9 FT. MORE OR LESS, ALONG SAID SOUTH LINE TO A SW. INSIDE CORNER OF SAID ENTIRE TRACT; THENCE S. 09°00' W. 366.4 FT. ALONG A WEST BOUNDARY LINE OF SAID ENTIRE TRACT TO A SW. CORNER OF SAID ENTIRE TRACT; THENCE S. 65°53' E. 40.4 FT. ALONG THE SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 50.0 FT. PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF FRONTAGE ROAD "S" OF SAID PROJECT; THENCE N. 78°50' E. 817.75 FT. TO A POINT OF TANGENCY WITH A 1859.90-FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 361.9 FT. ALONG THE ARC OF SAID CURVE TO A POINT 50.0 FT. PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF SAID FRONTAGE ROAD "S" OPPOSITE ENGINEER STATION 323+15.4; THENCE N. 89°59' E. 76.9 FT., MORE OR LESS, TO SAID EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTHERLY 96.0 FT. ALONG SAID EASTERLY BOUNDARY LINE TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF 2400 SOUTH STREET; THENCE WESTERLY 486 FT., MORE OR LESS, ALONG SAID SOUTHERLY EXISTING RIGHT OF WAY LINE TO A SW. CORNER OF THE LAND DESCRIBED IN THAT CERTAIN

QUIT CLAIM DEED RECORDED AS ENTRY NO. 2189509, BOOK 2532, PAGE 418, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE N. 09°00' E. 132 FT., MORE OR LESS, TO THE EXISTING NORTHERLY RIGHT OF WAY LINE OF 2400 SOUTH STREET; THENCE EASTERLY 466 FT., MORE OR LESS, ALONG SAID NORTHERLY EXISTING RIGHT OF WAY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

ALSO LESS AND EXCEPTING THEREFROM ALL THAT PORTION CONTAINED IN THAT CERTAIN QUIT-CLAIM DEED RECORDED JULY 10, 1980 AS ENTRY NO. 3452084 IN BOOK 5121 AT PAGE 826 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 8000 WEST STREET WHICH IS S. 0°11'45" W. 892.67 FEET AND WEST 33.00 FEET FROM THE EAST ONE QUARTER CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N. 65°41'44" W. 294.98 FEET; THENCE S. 5°42'31" W. 32.69 FEET; THENCE S. 65°41'44" E. 298.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF SAID 8000 WEST STREET; THENCE N. 0°11'45" E. 33.95 FEET ALONG SAID RIGHT-OF-WAY TO THE POINT OF BEGINNING.

PARCEL NO. 2

BEGINNING AT A POINT ADJACENT TO GRANTOR'S RITER CANAL, WHICH IS S. 743.8 FEET MORE OR LESS AND W. 425.2 FEET MORE OR LESS FROM THE EAST ONE QUARTER CORNER OF SECTION 20, TOWNSHIP I SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S. 65°53'00" E. 152.8 FEET MORE OR LESS; THENCE S. 4°30'00" W. 70.1 FEET; THENCE N. 65°53'00' W. 155.6 FEET MORE OR LESS; THENCE N. 6°45'00" E. 69.2 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 3

BEGINNING AT A POINT ADJACENT TO GRANTOR'S RITER CANAL, WHICH IS S. 681.4 FEET MORE OR LESS AND W. 564.6 FEET MORE OR LESS FROM THE EAST ONE QUARTER CORNER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S. 65°53'00" E. 152.7 FEET MORE OR LESS; THENCE S. 6°45'00" W.69.2 FEET; THENCE N.65°53'00" W. 155.6 FEET MORE OR LESS; THENCE N. 9°00'00" E. 68.4 FEET TO THE POINT OF BEGINNING.

PARCEL 7: (14-20-100-001-0000 AND 14-20-200-001-0000)

THE NORTH HALF OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE BOUNDS OF STATE HIGHWAY 201.

EXHIBIT C TO SPECIAL WARRANTY DEED

Permitted Encumbrances

- 1. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
- 2. Any facts, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
- 3. Easements, liens, encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, Indian treaty or aboriginal rights, including but not limited, easements or equitable servitudes, water rights, or claims or title to water.
- 6. Any liens, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
- 7. Any service, installations, connections, maintenance, or construction charges for sewer, water, electricity, or garbage.
- 8. 2019 General Property Taxes have been assessed in the amount of \$37,218.10 and are now accruing as a lien but will not be delinquent until November 30, 2019. Prior years taxes have been paid unless otherwise noted below. Tax ID No.: 14-21-300-023
- 9. Subject property is included within the boundaries of Tax District ACZ and is subject to the charges and assessments thereof. For status of the account contact:
 - Wasatch Front Waste and Recycling District
 - Unified Fire Service Area
 - Salt Lake Valley Law Enforcement
 - Greater Salt Lake Municipal Services
 - Inland Port Authority

- 10. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, and/or under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
- 11. Water rights, or claims or title to water.
- 12. Perpetual right and easement for discharge upon and all and every portion of lands, but only through the medium of the air all smoke, dust, fumes and other matters that may be released or thrown off by or in the course of the operation of smelting or reduction of ores, subject to all terms and conditions as set forth therein, as evidenced by that certain Quit-Claim Deed recorded October 23, 1906, as Entry No.214298, in Book 7J of Deeds at Page 222.
- 13. An easement over, across or through the land for electric transmission and incidental purposes, as granted to Utah Power & Light Company by Instrument recorded November 06, 1907 as Entry No. 386434 in Book 3F of Liens and Leases at Page 447.
- 14. An Agreement dated December 22, 1986, by and between the State of Utah, acting through the Board of Water Resources and the North Jordan Irrigation Company, a corporation regarding construction of a water conservation project recorded February 09, 1987 as Entry No. 4398606 in Book 5875 at Page 1772 of Official Records.
- 15. A Transfer and Conveyance recorded January 19, 1990 as Entry No. 4872934 in Book 6192 at Page 454 of Official Records.
- 16. An Easement to use Distribution Systems, dated December 18, 1986, with North Jordan Irrigation Company, a corporation, as Grantor in favor of The State of Utah, acting through the Board of Water Resources, Grantee, as easement to use the existing water distribution system of canals, ditches, pipelines and all appurtenant works and facilities of the Draper Irrigation Company a portion of the subject property. Said Easement recorded February 09, 1987 as Entry No. 4398608 in Book 5875 at Page 1781 of Official Records.
- 17. A Transfer and Conveyance recorded January 19, 1990 as Entry No. 4872934 in Book 6192 at Page 454 of Official Records.
- 18. The terms, conditions and Easements in that certain "Right-of-Way and Easement Agreement recorded December 14, 2018 as Entry No. 12903857 in Book 10738 at Page 8651 of the Official Records.
- 19. Rights of the public and others entitled thereto, to use for street purposes that portion of the premises lying within SR-201 and 8000 West Street.
- 20. Any rights, interests or easements in favor of the State of Utah, the United States of America, or the public which exist or are claimed to exist in and over the waters, beds and banks of the Ritter Canal.

- 21. Not withstanding those items described hereinabove, the land is also subject to, any additional discrepancies, conflicts in the boundary lines, shortage in area, encroachments, or any other facts with an A.L.T.A. Survey (made in accordance with "Minimum standard detail requirements for ALTA/ACSM Land Title Surveys"), may disclose.
- 22. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/ACSM survey made by Wright Development Group, Inc. on August 19, 2019, designated Job Number 6407-24:
 - Existing Fence Line
 - Covered Structure
 - Communications Box
 - Communications Manhole
 - Water Valve
- 23. Notice of Approval & Owners Affidavit Property Line Adjustment recorded May 12, 2020 as Entry No. 13263282 of Official Records.