

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Jones Waldo Holbrook & McDonough
170 S. Main St., Suite 1500
Salt Lake City, UT
Attn: Paul M. Harman

Entry 2009002845
Book 1134 Page 370-393 \$61.00
18-MAR-09 08:51
RANDY SIMMONS
RECORDER, UINTAH COUNTY, UTAH
FIRST AMERICAN TITLE CO
200 E SOUTH TEMPLE SLC UT 84111
Rec By: SYLENE ACCUTTOROOP , DEPUTY

Entry 2009002845
Book 1134 Page 370

DI-200920

(Space Above This Line For Recorder's Use)

PIPELINE EASEMENT AGREEMENT

This Pipeline Easement Agreement (hereinafter this "Agreement") is made and entered into as of the 22 day of April, 2008 (the "Effective Date"), by and among VERNAL TOWNE CENTER PARTNERS, LLC, a Nevada limited liability company, WILSHIRE ORANGE-III LLC, a California limited liability company, and KEVIN GOLSHAN, an individual (collectively, "Developer"), and LOWE'S HIW, INC., a Washington corporation ("Lowe's").

RECITALS

The following recitals of fact are a material part of this Agreement:

A. Lowe's is the owner of that certain real property located in Vernal, Utah and legally described in Exhibit A attached hereto and incorporated herein by this reference (the "Lowe's Property").

B. Developer is the owner of that certain real property located in Vernal, Utah and legally described in Exhibit B attached hereto and incorporated herein by this reference (the "Developer Property").

C. Developer intends to develop, lease and/or operate certain commercial improvements on the Developer Property and Lowe's intends to develop, lease and/or operate certain commercial improvements on the Lowe's Property. The Developer Property and Lowe's Property are sometimes collectively referred to herein as the "Commercial Center."

D. Developer owns certain land adjacent to the Commercial Center and legally described in Exhibit C attached hereto and incorporated herein by this reference (the "Adjacent Land").

E. Lowe's intends to construct a pipe system, retention basin and related drainage facilities (collectively, the "Retention Basin") on the Adjacent Land that will be for the exclusive benefit of the Commercial Center and the Adjacent Land.

F. Vernal Towne Center Partners, LLC, a Nevada limited liability company, as predecessor-in-interest to Developer, and Lowe's entered into that certain Site Development Agreement dated as of May 2, 2007 (the "Site Development Agreement"), which, amongst other things, provides for certain work to be performed on and to the Commercial Center. In the event of any conflict between the terms of the Site Development Agreement and the terms of this Agreement, the terms of this Agreement shall control.

②

G. Developer has agreed to grant Lowe's an appurtenant nonexclusive easement (the "Lowe's Pipeline Easement") under and through that portion of the Developer's Property and the Adjacent Land shown on Exhibit D attached hereto (the "Site Plan") and legally described in Exhibit E (the "Lowe's Pipeline Easement Property") in order to provide underground pipeline drainage to the Retention Basin (defined herein). The Lowe's Pipeline Easement shall be for the construction, maintenance, repair, replacement, use and operation by Lowe's (and others with rights to use the same) of a drainage pipe to be located underground, except for manholes and other equipment and facilities which are reasonably required to be above ground (the "Lowe's Pipeline"), within the Lowe's Pipeline Easement Property.

H. Lowe's has agreed to grant Developer an appurtenant nonexclusive easement (the "Developer's Pipeline Easement") under and through that portion of the Lowe's Property shown on Exhibit F attached hereto (the "Developer's Pipeline Easement Property") in order to provide underground pipeline drainage to the Lowe's Pipeline and through it to the Retention Basin. The Developer's Pipeline may be used by Developer (and others with rights to use the same) only for the drainage of storm water and other surface water drainage from the Developer Property and the Adjacent Land.

I. Developer has agreed to grant Lowe's an appurtenant nonexclusive easement (the "Retention Basin Easement") over that portion of the Adjacent Land shown on the Site Plan and legally described in Exhibit G attached hereto and incorporated herein by this reference (the "Retention Basin Easement Property") in order to construct, maintain, repair, replace and operate the Retention Basin and to accommodate drainage from the Lowe's Pipeline and the Developer's Pipeline. The Retention Basin Easement shall be for the construction, maintenance, repair, replacement, use and operation by Lowe's (and others with rights to use the same) of a retention basin (the "Retention Basin"), within the Retention Basin Easement Property.

NOW THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, each for itself, its successors and assigns, do hereby agree as follows:

AGREEMENT

1. The provisions of the aforestated recital paragraphs, by this reference, are incorporated herein as if they had been set forth in the text of this Agreement.

2. Definitions.

(a) "Drainage Improvements" shall refer to the Lowe's Pipeline, the Lowe's Pipeline Easement, the Lowe's Pipeline Easement Property, the Developer's Pipeline, the Developer's Pipeline Easement, the Developer's Pipeline Easement Area, the Retention Basin, the Retention Basin Easement and the Retention Basin Easement Property. For purposes of repairs, replacements and maintenance only, Drainage Improvements shall refer only to the Lowe's Pipeline, the Developer's Pipeline and the Retention Basin.

(b) "Governmental Authorities" shall mean all governmental agencies, authorities, departments and subdivisions with jurisdiction over the development of the Commercial Center and the Retention Basin.

(c) "Owner": The record owner of fee simple title to the Lowe's Property, the Developer Property and/or the Adjacent Land, as the context requires, but shall not mean an owner of legal title solely for the purposes of security.

(d) An Owner granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Owner but also its successors, assigns, heirs and personal representatives.

(e) An Owner to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Owner but its successors, assigns, heirs and personal representatives. Although not for the direct benefit of Permittees, Grantee may permit from time to time its Permittees to use such easements; provided however, that no such permission nor the division of the dominant estate shall permit or result in a use of the easement in excess of the use contemplated at the date of the creation of such easement.

(f) "Permittees" shall mean the tenants, occupants, contractors, customers, agents, licensees, guests, and invitees of an Owner.

(g) "Project Costs" shall mean the aggregate cost of the following: Performing the Site Work, as well as the following soft costs:

(i) Preparation of applications, plans, drawings, architectural, and engineering fees and costs (including, without limitation, deposits) relating to the Site Work;

(ii) Permits, variances, special uses, licenses, approvals, assessments and fees applicable to the Site Work;

(iii) Periodic on-site inspections made by the Lowe's project engineer of the Site Work;

(iv) Performance and payment bonds if required by Governmental Authorities for the Site Work;

(v) Insurance premiums relating to the Site Work;

(vi) Reasonable, out-of-pocket costs of enforcement of contracts for the Site work; and

(vii) Any and all other work and activities directly related to the Site Work.

(h) A party's "Pro Rata Share" shall be determined as a ratio of the total square footage of an Owner's property in relation to the Commercial Center, provided, however, the square footage of the portion of the Adjacent Property on which the Retention Basin is located shall be excluded in both the numerator and denominator in determining any party's pro-rata share hereunder. As of the Effective Date, Lowe's Pro Rata Share is fifty-six and 3/10 percent (56.3%) and Developer's Pro Rata Share is forty-three and 7/10 percent (43.7%).

(i) The "Site Work" shall refer to the construction by Lowe's of the Lowe's Pipeline, the Developer's Pipeline and the Retention Basin and all related drainage improvements.

3. Developer's Grant of the Lowe's Pipeline Easement. The Owner of the Developer's Property and the Owner of the Adjacent Land hereby grant to the Owner of the Lowe's Property, the Lowe's Pipeline Easement for the purpose of constructing, maintaining, repairing, replacing, using and operating the Lowe's Pipeline within and under the surface of the Lowe's Pipeline Easement Property, with the right to enter upon the Lowe's Pipeline Easement Property as necessary or appropriate for the purpose of maintaining, repairing, replacing, using and operating the Lowe's Pipeline.

4. Developer's Grant of the Retention Basin Easement. The Owner of the Adjacent Land hereby grants to the Owner of the Lowe's Property, the Retention Basin Easement for the purpose of constructing, maintaining, repairing, replacing, using and operating the Retention Basin upon, within and under the surface of the Retention Basin Easement Property, with the right to enter upon the Retention Basin Easement Property as necessary or appropriate for the purpose of maintaining, repairing, replacing, using and operating the Retention Basin.

5. Lowe's Grant of the Developer's Pipeline Easement. The Owner of the Lowe's Property hereby grants to the Owner of the Developer's Property, an easement within and under the Developer's Pipeline Easement Area to tie the Developer's Pipeline into the Lowe's Pipeline for purposes of draining stormwater and other surface water from the Developer's Property and the Adjacent Land.

6. Construction. Lowe's shall create plans and specifications for the Site Work consistent with Lowe's standard specifications and any requirements by Governmental Authorities ("Site Construction Documents"). Lowe's shall cause the Site Work to be constructed, substantially in accordance with the Site Construction Documents.

7. Costs. The Owner of the Developer's Property shall be responsible for the following: (a) one hundred percent (100%) of the Project Costs associated with the installation, maintenance, repair and replacement of the Developer's Pipeline; (b) One hundred percent (100%) of the incremental cost incurred by Lowe's to install as the Lowe's Pipeline, a pipeline that accommodates the Developer's Property and the Adjacent Land, rather than a pipeline only accommodating storm water and other surface water from the Lowe's Property (thus, by way of example, if only a 10" pipeline is needed to accommodate the drainage of storm water and surface water from the Lowe's Property, but a 12" pipeline is needed to accommodate the drainage of storm water and surface water from the Lowe's Property, the Developer's Property and the Adjacent Land, then the Owner of the Developer's Property shall be responsible for the additional costs of installing a pipeline that is 2" larger in diameter); and (c) Developer's Pro Rata Share of the Project Costs associated with the installation, maintenance, repair, and replacement of the Retention Basin. The Owner of the Lowe's Property shall be responsible for (x) its Pro Rata Share of the costs associated with the installation, maintenance, repair, and replacement of the Retention Basin; and (y) one hundred percent (100%) of the costs associated with the installation, maintenance, repair and replacement of the Lowe's Pipeline, subject to Subsection 7(b) above.

8. Payment. Developer shall pay Lowe's for its share of the Project Costs related to the Site Work within thirty (30) days following Developer's receipt of an application for payment (the "Application of Payment") in the form attached hereto as Exhibit "H" identifying the amount of Project Costs incurred by Lowe's which is the subject of the Application for Payment together with invoices or other reasonable evidence of the costs so incurred. All Applications for Payment covering the cost of actual physical construction of the Site Work shall be certified by the Project Engineer; however, Applications for Payment covering certain Project Costs in which architects or engineers are not customarily involved in the industry (such as, without limitation, Governmental Fees, soils or environmental reports, etc.) shall not require certification by the Project Engineer. Lowe's may not submit Applications for Payment more than once per month. With respect to Applications for Payment pertaining to Project Costs arising due to the actual physical construction of the Site Work, as a condition



to Developer's requirement to pay Developer's Share thereof: (i) the work which is the subject of the Application for Payment shall be performed as of the date of the Application for Payment in conformity with the Lowe's Site Construction Documents, (ii) Developer shall have inspected such work (or been afforded a reasonable opportunity to inspect such work without having done so) and Developer has not disapproved of such work by delivering written notice thereof to Lowe's within ten (10) days following Developer's receipt of the Application for Payment (any such notice of disapproval by Developer shall specifically set forth the items objected to by Developer), (iii) if Governmental inspections, approvals or completion certifications would have appropriately occurred prior to the date of the Application for Payment, then same shall have been issued or obtained, and (iv) lien waivers and releases, using the applicable form as required by the construction contract (the four (4) alternative forms are attached hereto as Exhibit "F") pertaining to the cost of actual physical construction of the Site Work, shall have been received from contractors and subcontractors performing any part of the Site Work who have the right to record a mechanic's lien against the Commercial Center or any portion thereof as a result of such work and copies thereof shall accompany the Applications for Payment.

(a) Any sum of money payable under this Agreement by Developer to Lowe's or by Lowe's to Developer, as the case may be, which is not paid when due and continues to remain unpaid ten (10) days after written notice that such sum was not paid when due shall permit the Party owed the money to record in the official records of Uintah County, Utah, of a Notice of Lien, which will, upon recording, become and constitute a lien (a "Lien") upon the Developer's Tract (the "Defaulting Party"). The Party entitled to the Lien (the "Performing Party") shall have the right, in addition to any other rights allowed by law or in equity, to judicially foreclose the Lien in accordance with any law applicable to judicial foreclosures under mortgages and deeds of trust, without waiving any right to a deficiency, to the extent allowed by such laws. A Lien shall also secure reasonable attorney's fees incurred by the Performing Party incident to the collection of such charges or the enforcement of the Lien. A Lien may also be enforced in any other manner permitted by law. Any Lien shall be subordinate to any and all charges, liens and encumbrances recorded upon the Defaulting Party's Tract prior to the recording of the Notice of Lien, but such Lien shall be superior to any and all subsequent charges, liens and encumbrances which thereafter may arise or be imposed upon the Defaulting Party's Tract. In addition, if either Party fails to pay any money payable under this Agreement within the applicable time period, the amounts owed will bear interest at the "Default Rate" from the date due until paid. The term "Default Rate" shall mean interest at the rate of ten percent (10%) per annum, but in no event greater than the maximum interest rate allowed by law.

(b) Maintenance. Responsibility for maintenance, repairs and replacements of the Retention Basin shall be vested in a Maintenance Director ("Maintenance Director"). The Owner of the Lowe's Property is hereby appointed as the Maintenance Director. In the event the Lowe's Property is further subdivided after the date hereof, then the owner of the largest parcel of land comprising the Lowe's Property shall be the Maintenance Director. The Maintenance Director shall be responsible for maintaining, repairing and replacing the Retention Basin so that it is kept properly operating and in good order and condition in accordance with the commercially reasonable standards of a shopping center. The Maintenance Director may receive for such agency a fee that is mutually acceptable to the Owners to cover supervision, management, accounting and similar fees. The cost of all maintenance, repair and replacement activities undertaken by the Maintenance Director shall be paid by the Owners in the respective Pro Rata Share set forth in Section 2(h) above, and the agency fee shall be prorated between the Owners in like manner. An Owner shall pay its Pro Rata Share of all such costs and fees within thirty (30) days following its receipt of a detailed invoice. The Owner of the Lowe's Property (or in the event the Lowe's Property is further subdivided after the date hereof, then the owner of the largest parcel of land comprising the Lowe's Property) shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing the Lowe's Pipeline so that it is kept properly operating and in good order and condition in accordance with the commercially reasonable standards of a shopping center (including,



without limitation, as a facility to enable drainage from the Developer's Pipeline to the Retention Basin). The Owner of the Developer's Property (or in the event the Developer's Property is further subdivided after the date hereof, then the owner of the largest parcel of land comprising the Developer's Property) shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing the Developer's Pipeline so that it is kept properly operating and in good order and condition in accordance with the commercially reasonable standards of a shopping center.

(c) Failure in Performing Maintenance Responsibilities. In the event an Owner fails or defaults in its obligations herein, which failure continues for a period of thirty (30) days (ten [10] business days in the event of a failure to pay money, or within a commercially reasonable time in the event of an emergency) after receipt of written notice thereof specifying the particulars of such failure, such failure shall constitute a breach and the Owner of the Lowe's Property, the Owner of the Developer's Property, or the Owner of the Adjacent Land (the "Curing Party") may thereafter perform such obligations, in addition to such Owner's other remedies. The Curing Party shall then invoice the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days to pay the Curing Party after receipt of the invoice. If the defaulting Owner does not so pay, the Curing Party shall have a lien on the Property of the defaulting Owner for the amount of the invoice, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid.

9. SWPPP Compliance. Each Owner, covenants to comply with all storm water pollution prevention laws, rules and regulations, and to be responsible for its own plans and its own monitoring, record-keeping, and reporting for compliance with storm water pollution prevention regulations (collectively, the "SWPPP Obligations"). The fact that the Owner of the Lowe's Property is maintaining the Lowe's Pipeline and the Retention Basin shall not render the Owner of the Lowe's Property liable or responsible for any other Owner's SWPPP Obligations under this Section. Each owner shall indemnify, defend and hold harmless each other owner, its officers, directors, employees and consultants, from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorneys' fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property arising or alleged to arise from a default of the foregoing covenant.

10. Grantor's Right to Relocate the Pipeline. Grantor shall have the right to relocate (the "Relocation") the Drainage Improvements on its property conditioned upon, and in accordance with, the following requirements:

(a) Grantor shall provide Grantee at least ninety (90) days written notice of Grantor's intention to relocate a Drainage Improvement to a "Relocated Easement Area";

(b) Such relocation must be permitted by all applicable laws and be done in accordance with all applicable laws;

(c) The Relocated Easement Area and the relocated Drainage Improvement shall provide drainage utility, capacity and capability for the Commercial Center and the Adjacent Land equal to or greater than that provided by the existing Drainage Improvements, and such relocation shall be completed without any interruption in the utility, capacity and capability of the drainage available for the Commercial Center or the Adjacent Land (i.e., the existing Drainage Improvement will not be disconnected or taken off line until the relocated Drainage Improvement is connected and functional);

(d) The Relocation of the Drainage Improvements shall neither impair nor alter, in any way, the drainage utility, capacity and capability available for the Commercial Center and the

Adjacent Land as such existed prior to the Relocation, nor adversely affect the operation, use and/or maintenance of the Commercial Center and the Adjacent Land;

(e) The Relocation shall not result in an increase in the cost to maintain or repair the Drainage Improvements;

(f) Grantor shall pay all costs and expenses involved in performing the Relocation, including, without limitation,

(i) All costs of obtaining permits and approvals from applicable governmental authorities and others with approval rights thereover;

(ii) All costs of constructing the relocated Drainage Improvements;

(iii) All costs of relocating the drainage flow (including, without limitation, installation of all needed pipes, lines and conduit) from Grantee's property to the Relocated Drainage Improvements;

(iv) All costs of demolition, clean-up and removal or capping of the original Drainage Improvements from the Grantor Property; and

(v) Any reasonable out-of-pocket third party costs incurred by Grantee and/or Permittees in connection with the Relocation.

(g) Grantor shall be responsible for the payment of any increases in any Pipeline utilities that are attributable to the Relocation;

(h) Grantor shall amend this Agreement to ensure that Tenant has adequate access to the Relocated Drainage Improvements, as applicable, to use, operate, maintain, repair and relocate the Drainage Improvements;

(i) Grantor shall amend the legal description for the easement property corresponding to the Relocation of the Drainage Improvements;

(j) Grantor shall obtain fully executed lien releases and waivers from all contractors, subcontractors, suppliers and any other person or entity furnishing labor or materials for the relocated Drainage Improvements. In the event any mechanic's lien or other lien is filed against the relocated Drainage Improvements or the Relocation Easement Area as a result of services performed or materials furnished for the construction of the Relocation, Grantor agrees to promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. If Grantor shall fail to cause such lien to be discharged or bonded against or properly insured over to the sole satisfaction of Grantee within fifteen (15) days of its filing, then, in addition to any other right or remedy, Grantee may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due, or by procuring the discharge of such lien from the Relocated Pipeline, by bonding proceedings or other legal proceedings. Any amount so paid and all costs and expenses incurred in connection therewith, together with interest thereon from the respective dates of the payment or incurring of any cost and expense pursuant thereto, shall constitute an obligation of the Grantor and shall be paid by the Grantor to Grantee on demand;

(k) Grantor hereby agrees to indemnify, defend and hold Grantee harmless from any liabilities, losses, demands, claims, costs, damages, judgments, causes of actions and lawsuits relating to the Relocation. Grantor's indemnification shall not include an indemnification for liability arising from the willful misconduct or negligence of Grantee; and

(l) If Grantee shall claim that Grantor is in default of its obligation pursuant to this Section 8, Grantee shall have the right to institute an action or actions (i) to recover damages, or (ii) for injunctive and/or other equitable relief, together with all other remedies available at law or equity.

11. Covenants Run with Land. The easement granted herein shall be appurtenant to and for the benefit of all property included in the Commercial Center and the Adjacent Land. All provisions of this Agreement, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of Grantor and Grantee and all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Commercial Center and the Adjacent Land.

12. Notices. Any notice or demand which either party wishes to give to the other under the provisions of this Agreement, shall be in writing and personally delivered, mailed, certified mail, return receipt requested, or sent by facsimile or overnight courier (such as Federal Express) to the parties at the following addresses:

To Developer: Vernal Towne Center Partners, LLC
c/o The Merrill Group of Companies, LLC
5850 Canoga Avenue, Suite 650
Woodland Hills, CA 91367
Attention: David Frank

With a copy to: Freeman, Freeman & Smiley, LLP
3415 S. Sepulveda Blvd, Suite 1200
Los Angeles, CA 90034
Attention: Glenn T. Sherman, Esq.

To Lowe's: Lowe's HIW, Inc.
P.O. Box 1111
(1605 Curtis Bridge Road, Wilkesboro, North Carolina 28679)
North Wilkesboro, North Carolina 28656-0001
Attention: Property Management Dept (FMN6)

cc: Lowe's HIW, Inc.
Box 1111
(1605 Curtis Bridge Road, Wilkesboro, North Carolina 28679)
North Wilkesboro, North Carolina 28656-0001
Attention: Legal Department (LGS6)

With a copy to: Jones, Waldo, Holbrook & McDonough
170 South Main Street, Suite 1500
Salt Lake City, UT 84101
Attention: Paul M. Harman

Notice shall be deemed given upon personal delivery or at the time and day indicated by electronic confirmation if sent by facsimile, or if sent by overnight courier, then notice shall be deemed given the next business day after delivery to the courier, or if notice is sent by certified mail, then notice

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shall be deemed given on the second business day following mailing. If any notice is given by facsimile, it shall be deemed given at the time and date actually given. However, to be effective, a duplicate notice of any faxed notice shall be mailed to all recipients on the same day on which the notice is faxed. The address or facsimile phone number for notices and/or the persons to whose attention notices are to be sent may be changed by a party by giving notice in the manner prescribed by this Section.

13. Indemnification. Grantee hereby agrees to indemnify, defend and hold Grantor harmless from any liabilities, losses, demands, claims, costs, damages, judgments, causes of actions and lawsuits arising out of, or in connection with, Grantee's maintenance, repair, replacement, use, operation and Relocation of the Drainage Improvements. Grantee's indemnification shall not include an indemnification for liability arising from the willful misconduct or negligence of Grantor or its agents, employees, contractors or tenants. Grantor hereby agrees to indemnify, defend and hold Grantee harmless from any liabilities, losses, demands, claims, costs, damages, judgments, causes of actions and lawsuits arising out of, or in connection with, use of the Drainage Improvements for the storm water and surface water drainage purposes of the Grantor Property or other purposes of Grantor. Grantor's indemnification shall not include an indemnification for liability arising from the willful misconduct or negligence of Grantee or its agents, employees, contractors or tenants.

14. Insurance. Each Owner shall indemnify, defend and hold harmless the other Owners, their officers and employees, from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property arising or alleged to arise from or during an exercise of the easement rights granted to such Owners, their officers, employees and Permittees, under this Agreement ("Claims"), except to the extent caused by the negligence and/or willful misconduct of the indemnified Owner, its officers, employees or Permittees. During such time as any Grantee is physically on the land of any Grantor under this Agreement, each such Grantee shall maintain, or cause its contractor to maintain, commercial general liability insurance (including contractual liability coverage) against claims for bodily injury, death or property damage occurring on, in or about the Developer's Pipeline Easement Area, the Lowe's Pipeline Easement Area and the Retention Basin, combined single limit coverage of not less than TWO MILLION DOLLARS (\$2,000,000.00) per occurrence. Such insurance shall name the grantors of easements under this Agreement as additional insureds. Upon written request, each grantee shall furnish each grantor with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be canceled, materially changed or non-renewed without the giving of thirty (30) days prior written notice to the holders of such certificates. The Owner of the Lowe's Property may satisfy its insurance obligations in this Agreement through a program of self-insurance or with a blanket policy of insurance provided that such Owner in combination with its parent corporation has net current worth in excess of \$100,000,000.00.

15. The word "in" with respect to an easement granted "in" a particular property means, as the context may require, "in", "to", "on", "over", "through", "upon", "across", and "under", or any one or more of the foregoing.

16. Term/liens. All easements or licenses granted herein are non-exclusive and are irrevocable and perpetual. All easements granted herein shall be easements appurtenant and not easements in gross. The grantee of any easement or license shall not permit any claim, lien or encumbrance to attach against Grantors Property or any interest therein, except for the easement rights granted herein.

17. Entire Agreement. This Agreement and the Exhibits hereto contain the entire agreement between the parties relating to the granting of the Lowe's Pipeline Easement, the Developer's Pipeline

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Easement and the Retention Basin Easement. This Agreement and the Exhibits supersede any prior negotiations, correspondence, memoranda or agreements with respect to the subject matter hereof. This Agreement has been fully negotiated at arms length between the signatories hereto, and after advice by counsel and other representatives chosen by such signatories, and such signatories are fully informed with respect thereto; no such signatory shall be deemed the scrivener of this Agreement; and, based on the foregoing, the provisions of this Agreement and the Exhibits hereto shall be construed as a whole according to their common meaning and not strictly for or against any party. Any action required to approve, consent, amend or terminate this Agreement shall require all parties constituting Grantee to so act unless this Agreement expressly allows only one party constituting Grantee to so act.

18. Headings. The Section headings contained in this Agreement are for purposes of reference only and shall not limit or define the meaning of any of the terms or provisions hereof.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

20. Costs. Whenever, in this Agreement, anything is to be done or performed by Grantor or Grantee, unless otherwise expressly provided to the contrary, it shall be done or performed at the sole cost and expense of Grantor or Grantee, as the case may be.

21. Attorneys Fees. If any Party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party in such action shall be entitled to recovery of all costs and expenses of litigation, including reasonable attorneys' fees.

22. 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.

23. Recording. Grantor and Grantee acknowledge and agree that once fully executed, this Agreement shall be promptly recorded in the appropriate public records in and for the county in which the Premises is located.

24. Counterparts. This Agreement may be signed in counterparts, and the original counterpart signature pages may be taken together to create one instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

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Signature Page for Lowe's:

LOWE'S:

LOWE'S HIW, INC.,
a Washington corporation

Attest:

By: *Thomas E Maddox*
Name: **Thomas E. Maddox**
Title: **Assistant Secretary**

By: *M.L. Skiles*
Name: **Michael L. Skiles**
Title: **Vice President**

*TX
JD
JM*

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF WILKES)

ON THIS ____ day of *Please see attached*, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the _____ of LOWE'S HIW, INC., a Washington corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public _____
Printed Name: _____

My Commission Expires:

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State of California)

County of San Diego)

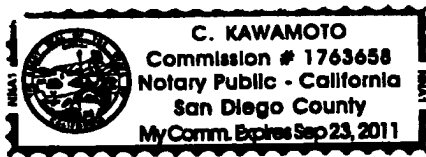
On March 3, 2009 before me, C. Kawamoto, Notary Public, personally appeared Michael L. Skiles, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature CKawamoto

(Seal)



Signature Page for Developer:

DEVELOPER:

VERNAL TOWNE CENTER PARTNERS, LLC,
a Nevada limited liability company

By: The Merrill Group of Companies, LLC,
a California limited liability company,
Its Manager

By: 
Name: David M. Frank
Its: Manager

~~WILSHIRE ORANGE III LLC,~~
a California limited liability company

By: 
Name: Parham Soroudi
Its: Manager

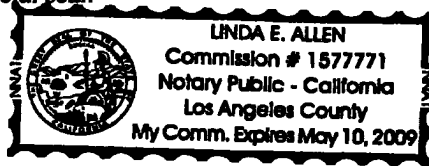

~~KEVIN GOLSHAN~~

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss:

On APRIL 8, 2008, before me, LINDA E. ALLEN, Notary Public, personally appeared DAVID M. FRANK, who proved to me on the basis of satisfactory evidence to be the person(s) whose(s) name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



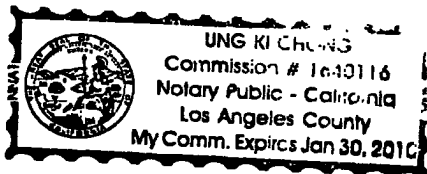
Linda E. Allen
Notary Public

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss:

On April 18, 2008, before me, UNG KI CHUNG, Notary Public, personally appeared DAVID M. FRANK, who proved to me on the basis of satisfactory evidence to be the person(s) whose(s) name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Ung Ki Chung
Notary Public

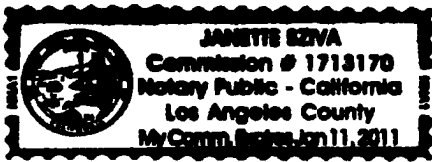
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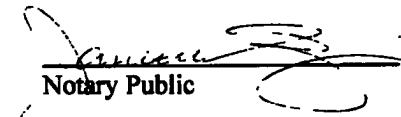
STATE OF CALIFORNIA)
) ss:
COUNTY OF LOS ANGELES

On April 22, 2008, 2008, before me, Janette Sgrva, Notary Public, personally appeared Karen Kevin Wilson, who proved to me on the basis of satisfactory evidence to be the person(s) whose(s) name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.





Notary Public

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EXHIBIT A

Legal Description of Lowe's Property

REAL PROPERTY SITUATED IN THE COUNTY OF UINTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, THENCE S88°01'05"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 185.55 FEET; THENCE N02°23'02"W PARALLEL WITH THE EAST LINE OF THE SAID SOUTHWEST QUARTER 33.00 FEET; THENCE S88°01'05"W PARALLEL WITH THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER 105.38 FEET; THENCE S02°23'02"E PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER 33.00 FEET TO THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER; THENCE S88°01'05"W ALONG THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER 679.28 FEET; THENCE N44°00'10"E PARALLEL WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY FORTY 390.06 FEET; THENCE S45°59'50"E PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 13.48 FEET; THENCE N44°00'10"E PARALLEL WITH THE SAID HIGHWAY RIGHT-OF-WAY LINE 105.40 FEET; THENCE N02°23'02"W PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER 70.17 FEET; THENCE N45°59'50"W PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 64.27 FEET; THENCE N02°23'02"W PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER 242.71 FEET; THENCE N44°00'10"E PARALLEL WITH THE SAID HIGHWAY RIGHT-OF-WAY LINE 190.05 FEET; THENCE N45°59'50"W PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 199.56 FEET TO THE SAID HIGHWAY RIGHT-OF-WAY LINE; THENCE N44°00'10"E ALONG SAID HIGHWAY RIGHT-OF-WAY LINE 30.00 FEET; THENCE S45°59'50"E PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 217.60 FEET TANGENT TO AND TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING AN INTERNAL ANGLE OF 43°36'47" AND A RADIUS OF 115.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 87.54 FEET; THENCE S02°23'03"E PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER 36.16 FEET; THENCE N87°36'58"E PERPENDICULAR TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER 443.00 FEET TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER; THENCE S02°23'02"E ALONG THE SAID EAST LINE OF THE SOUTHWEST QUARTER 721.46 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER WHICH IS TAKEN FROM THE UINTAH COUNTY SURVEYOR'S CONTROL MAP OF SECTION 28 TO BEAR N88°01'05"E.

CONTAINS 12.047 ACRES MORE OR LESS.

05-078-0022 ; 05-078 0023

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EXHIBIT B

Legal Description of Developer Property

REAL PROPERTY SITUATED IN THE COUNTY OF UINTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

05-078-0016 05-078-0017, 05-078-0018

BEGINNING AT A POINT IN THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS S88°01'05"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 970.21 FEET AND N44°00'10"E PARALLEL WITH THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY FORTY 362.06 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N45°59'50"W PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 476.88 FEET TO THE SAID HIGHWAY RIGHT-OF-WAY LINE; THENCE N44°00'10"E ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE 539.27 FEET; THENCE S45°59'50"E PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 199.56 FEET; THENCE S44°00'10"W PARALLEL WITH THE SAID HIGHWAY RIGHT-OF-WAY LINE 190.05 FEET; THENCE S02°23'02"E PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 242.71 FEET; THENCE S45°59'50"E PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 64.27 FEET; THENCE S02°23'02"E PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER 70.17 FEET; THENCE S44°00'10"W PARALLEL WITH THE SAID HIGHWAY RIGHT-OF-WAY LINE 105.40 FEET; THENCE N45°59'50"W PERPENDICULAR TO THE SAID HIGHWAY RIGHT-OF-WAY LINE 13.48 FEET; THENCE S44°00'10"W PARALLEL WITH SAID HIGHWAY RIGHT-OF-WAY LINE 28.00 FEET TO THE POINT OF BEGINNING.

05-078-0025, 05-078-0019, 05-078-0020, 05-078-0024

ALSO, BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS N02°23'02"W 721.46 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE S87°36'58"W PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHWEST QUARTER 443.00 FEET; THENCE N02°23'03"W PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER 36.16 FEET TANGENT TO AND TO A CURVE CONCAVE TO THE SOUTHWEST HAVING AN INTERNAL ANGLE OF 43°36'47" AND A RADIUS OF 115.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 87.54 FEET; THENCE N45°59'50"W PERPENDICULAR TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY FORTY 217.60 FEET TO THE SAID HIGHWAY RIGHT-OF-WAY LINE; THENCE N44°00'10"E ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE 265.76 FEET TO A POINT WHICH BEARS S02°23'02"E PARALLEL WITH THE SAID EAST LINE OF THE SOUTHWEST QUARTER 150.00 FEET FROM THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION; THENCE N88°08'42"E PARALLEL WITH THE SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER 432.44 FEET TO THE SAID EAST LINE OF THE SOUTHWEST QUARTER; THENCE S02°23'02"E ALONG THE SAID EAST LINE OF THE SOUTHWEST QUARTER 452.36 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER WHICH IS TAKEN FROM THE UINTAH COUNTY SURVEYOR'S CONTROL MAP OF SECTION 28 TO BEAR N88°01'05"E.

CONTAINS 9.371 ACRES MORE OR LESS.

EXHIBIT C

Legal Description of Adjacent Land

REAL PROPERTY SITUATED IN THE COUNTY OF UINTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

05-078-0001

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, THENCE S02°23'02"E ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 150.00 FEET; THENCE S88°08'42"W PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHEAST QUARTER SOUTHWEST QUARTER 432.44 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY FORTY; THENCE N44°00'10"E ALONG THE SAID HIGHWAY RIGHT-OF-WAY LINE 215.37 FEET TO THE SAID NORTH LINE OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER; THENCE N88°08'42"E ALONG THE SAID NORTH LINE OF THE SOUTHEAST QUARTER SOUTHWEST QUARTER 276.50 FEET TO THE POINT OF BEGINNING.

05-075-0113

ALSO, BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN, THENCE S88°08'42"W ALONG THE SOUTH LINE OF THE SAID NORTHEAST QUARTER SOUTHWEST QUARTER 276.50' FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY 40; THENCE N44°00'10"E ALONG THE SAID RIGHT-OF-WAY LINE 482.65 FEET; THENCE S59°26'44"E 151.36 TO A POINT WHICH BEARS N88°08'17"E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER SOUTHEAST QUARTER 200.00 FEET AND N02°23'02"W PARALLEL WITH THE WEST LINE OF THE SAID NORTHWEST QUARTER SOUTHEAST QUARTER 255.00 FEET FROM THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER SOUTHEAST QUARTER; THENCE S02°23'02"E PARALLEL WITH THE SAID WEST LINE OF THE NORTHWEST QUARTER SOUTHEAST QUARTER 255.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER OF SAID SECTION; THENCE N88°08'17"E ALONG THE SAID NORTH LINE OF THE SOUTHWEST QUARTER SOUTHEAST QUARTER 466.73 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER OF SAID SECTION, THENCE S02°12'24"E ALONG THE EAST LINE OF THE SAID NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER 661.17 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER; THENCE S88°04'33"W ALONG THE SOUTH LINE OF THE SAID NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER 664.68 FEET TO THE SOUTHWEST CORNER OF THE SAID NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER; THENCE N02°23'02"W ALONG THE WEST LINE OF THE SAID NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER 661.91 FEET TO THE POINT OF BEGINNING.

05-081-0017

ALSO, BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS N02°23'02"W 220.00 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N02°23'02"W ALONG THE SAID WEST LINE OF THE SOUTHEAST QUARTER 441.91 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER OF SAID SECTION; THENCE N88°04'33"E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER SOUTHWEST QUARTER SOUTHEAST QUARTER OF SAID SECTION 254.00 FEET; THENCE S02°23'02"E PARALLEL WITH THE SAID WEST LINE OF THE SOUTHEAST QUARTER 441.63 FEET; THENCE

S88°00'48"W PARALLEL WITH THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER 254.00 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION WHICH IS TAKEN FROM THE COUNTY SURVEYOR'S CONTROL MAP TO BEAR N88°01'05"E.

CONTAINS 16.12 ACRES MORE OR LESS.



EXHIBIT D

Site Plan

[See attached]



EXHIBIT E

Legal Description of Lowe's Pipeline Easement Property

REAL PROPERTY SITUATED IN THE COUNTY OF UINTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

A STRIP OF LAND TEN FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS N53°52'26"W 1161.99 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE S66°17'27"E 152.03 FEET; THENCE S21°11'55"W 82.14 FEET; THENCE S49°31'50"E 191.35 FEET; THENCE S28°01'40"E 106.76 FEET; THENCE N89°58'25"E 16.95 FEET TO A POINT WHICH BEARS N61°54'47"W 698.66 FROM THE SAID SOUTH QUARTER CORNER.

ALSO, BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS N02°23'02"W 298.64 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N87°23'50"E 42.90 FEET TO A POINT WHICH BEARS N05°47'11"E 301.87 FEET FROM THE SAID QUARTER CORNER. BASIS OF BEARINGS IS THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER WHICH IS TAKEN FROM THE UINTAH COUNTY SURVEYOR'S CONTROL MAP OF SECTION 28 TO BEAR N88°01'05"E.



EXHIBIT F

Legal Description of Developer's Pipeline Easement Property

REAL PROPERTY SITUATED IN THE COUNTY OF UINTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

A STRIP OF LAND TEN FEET WIDE, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTHEAST QUARTER SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS N61°54'47"W 698.66 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N89°58'25"E 21.38 FEET; THENCE N02°08'34"W 175.60 FEET; THENCE N87°36'45"E 437.66 FEET; THENCE S72°18'08"E 137.86 FEET; THENCE S02°40'32"E 183.10 FEET; THENCE N87°23'50"E 11.99 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION WHICH BEARS N02°23'02"W 298.64 FROM THE SAID SOUTH QUARTER CORNER. BASIS OF BEARINGS IS THE SAID SOUTH LINE OF THE SOUTHWEST QUARTER WHICH IS TAKEN FROM THE UINTAH COUNTY SURVEYOR'S CONTROL MAP OF SECTION 28 TO BEAR N88°01'05"E.



EXHIBIT G

Legal Description of Retention Basin Easement Property

REAL PROPERTY SITUATED IN THE COUNTY OF UTAH, STATE OF UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS N02°23'02"W 257.06 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION, THENCE N02°23'02"W ALONG THE SAID WEST LINE OF THE SOUTHEAST QUARTER 175.00 FEET; THENCE N88°00'48"E PARALLEL WITH THE SOUTH LINE OF THE SAID SOUTHEAST QUARTER 254.00 FEET; THENCE S02°23'02"E PARALLEL WITH THE SAID WEST LINE OF THE SOUTHEAST QUARTER 175.00 FEET; THENCE S88°00'48"W PARALLEL WITH THE SAID SOUTH LINE OF THE SOUTHEAST QUARTER 254.00 FEET TO THE POINT OF BEGINNING. BASIS OF BEARINGS IS THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION WHICH IS TAKEN FROM THE UTAH COUNTY SURVEYOR'S CONTROL MAP OF SECTION 28 TO BEAR N88°01'05"E.