

AFTER RECORDING, PLEASE RETURN TO:

Woodbury Corporation  
Attn: Office of General Counsel  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109

ENT 2294:2014 PG 1 of 15  
**Jeffery Smith**  
**Utah County Recorder**  
2014 Jan 13 12:42 PM FEE 41.00 BY SS  
RECORDED FOR Benchmark Title Insurance Age  
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**DECLARATION OF COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "**Declaration**"), dated as of the 10<sup>th</sup> day of January, 2014 is executed by IR LEHI L.L.C., a Utah limited liability company (the "**Declarant**").

RECITALS:

A. Declarant owns the following tracts of real property located in Utah County, State of Utah:

(1) Certain parcels of real property the legal description of which is set forth on Exhibit "A" attached hereto and made a part hereof (each such parcel a "**Retained Parcel**" and all such parcels, collectively, the "**Retained Parcels**").

(2) Certain real property the legal description of which is set forth on Exhibit "B" attached hereto and made a part hereof (the "**Office Parcel**").

B. Declarant desires to establish with respect to Retained Parcels and the Office Parcel certain covenants and restrictions, all on the terms and conditions set forth in this Declaration.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant makes the following declarations, creates the following easements and establishes the following covenants and restrictions, all of which apply to, bind, affect and run with title to each Parcel.

1. Definitions. Certain terms which are used in this Declaration are defined in this Declaration prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

(a) "**Adjacent Retained Parcels**" means the Retained Parcels identified on Exhibit "C".

(b) "**Benefitted Parties**" means, with respect to a Parcel, the Owners and Occupants of that Parcel, and their respective employees, customers, guests, invitees and licensees.



(c) **“Building(s)” or “Related Improvement”** means a building or other principal structure on a Parcel (including, without limitation, all extensions or projections thereof, all structures or facilities accessory or integral thereto, and any garages, platforms or docks, storage tanks, canopies or overhangs, porches, enclosed malls, and similar items).

(d) **“Governmental Authorities”** means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a Parcel or its use, operation, maintenance or development.

(e) **“Improvements”** means all improvements, of whatever kind or character, on a Parcel including, without limitation, any landscaping, driveways, walkways, exterior lighting, striping, curbs, retaining walls, screening walls and signs.

(f) **“Laws”** means all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations, ordinances, judgments, decrees and injunctions of Governmental Authorities affecting the Parcels and the Building or Related Improvement from time to time in effect.

(g) **“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on an Owner’s interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness.

(h) **“Mortgagee”** means the mortgagee, beneficiary or other secured party under a Mortgage.

(i) **“Occupant(s)”** means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

(j) **“Owner”** means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Utah County, Utah of a fee interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term “Owner” shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee’s sale or any arrangement or proceeding in lieu thereof.

(k) **“Parcel”** means a Retained Parcel or the Office Parcel.

(l) **“Parcels”** means the Retained Parcels and the Office Parcel.

(m) **“Person”** means a natural person or a legal entity.

(n) **“Prohibited Uses”** means any use or operation which is inconsistent with the development or operation of the Parcels as a first class retail, commercial, entertainment,



educational, hotel, office and/or community project, as so operated. Included among the uses or operations which are objectionable are the following uses or operations, or any uses or operations which produce, are accompanied by or involve the following characteristics, which list is not intended to be all-inclusive:

- (i) any use which constitutes a public or private nuisance;
- (ii) any use which produces noise or sound which may be heard outside of any Building and is reasonably objectionable due to intermittence, beat, frequency, shrillness or loudness;
- (iii) any use which produces any noxious odor which may be smelled outside any Building other than such odors as are typically incidental to first class retail operations, including odors typically incidental to beauty and nail salons, restaurants, fast food restaurants or other food service establishments;
- (iv) any use which produces any excessive quantity of dust, dirt or ash (other than during period of construction of Buildings and Related Improvements); provided, however, this prohibition will not preclude the sale of items typically sold as an incident to the operation of a home improvement or other similar store (provided such items are sold in containers);
- (v) any use involving unusual fire, explosive or other damaging or dangerous hazards (including the storage, display or sale of explosives or fireworks); provided, however, this restriction will not prohibit annual or other periodic displays of fireworks in connection with national, regional or other holidays or events of significance in the area of the Parcels;
- (vi) any operation for drilling for and/or removal of subsurface substances;
- (vii) any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes;
- (viii) any use involving the display or distribution of pornographic materials, adult books and magazines or X-rated videos or similar productions;
- (ix) any off-track betting facility;
- (x) any establishment selling or exhibiting drug-related paraphernalia, which exhibits either live or by other means to any degree, nude or partially clothed dancers or wait staff, or any establishment whose employees' standard uniform or dress is substantially intended to draw customer patronage by an appeal to the customer's sexual interest;
- (xi) with respect to the Office Parcel, "retail purposes"; for purposes of this Declaration, "retail purposes" means the use of space within the Building and



Improvements for the on-site sale of non-consumable retail goods which is open to the general public; provided, however, (A) not more than 2,000 square feet of the Building(s) on the Office Parcel may be used for retail purposes, provided such retail purposes are incidental to a primary office use, and (B) the foregoing shall not prevent the use of the Building on the Office Parcel for call centers or service centers or operations which sale retail products to consumers over the internet or through other electronic means but which products are not advertised as being able to be purchased in an in-person transaction at the Building. Other than as specifically set forth in this paragraph (xi), the Office Parcel shall only be used for the development and leasing of first class office space and for no other use without the express written consent of Declarant; and

(xii) with respect to the Adjacent Retained Parcels only, and only for the period commencing on the date of this Declaration and expiring on December 31, 2016, any use of an office, except the foregoing shall not prevent the use of space as an office with is incidental to a retail space and which does not provide services directly to consumers;

Without limiting the generality of the foregoing, the following uses are expressly allowed on the Retained Parcels, other than the Adjacent Retained Parcels, and are prohibited on the Office Parcel and the Adjacent Retained Parcels:

(i) Any mobile home or trailer court, mortuary, lot for the sale of new or used vehicles, labor camp, junkyard, stock yard or use involving livestock raising; provided, however, first-class pet stores, aquariums and farm supply stores will be permitted within the Adjacent Retained Parcels;

(ii) any assembly, manufacturing, distillation, refining, smelting, agriculture or mining operation;

(iii) any commercial laundry or dry cleaning plant, laundromat, veterinary hospital or similar use; provided, the foregoing shall not prevent a hotel from keeping a laundry service within a hotel for servicing the hotel or from providing laundering services to guests of the hotel;

(iv) any automobile, truck, trailer or recreational vehicle sales, leasing, display or body shop repair operation or sale of automotive parts (including tires);

(v) any fire sale, bankruptcy sale (unless pursuant to a court order) or auction house operation; and

(vi) any flea market, amusement or video arcade, pool or billiard hall, car wash or dance hall.

2. Parking Restrictions.



(a) No Benefitted Parties of a Retained Parcel shall be permitted to park their vehicles on the Office Parcel, and no Benefitted Parties of the Office Parcel shall be permitted to park their vehicles on a Retained Parcel.

(b) Each Owner shall work in good faith to ensure that the Benefitted Parties of such Owner's Parcel shall not violate the provisions of this Section 2. All Buildings or Related Improvement constructed on any Parcel shall be developed to comply with the Laws governing parking and access for the use proposed for the Parcel. The parking area on any Parcel shall provide at least such number of parking stalls as required to comply with Laws or as may be required by Governmental Authorities to provide for all required parking for the Building or Related Improvements located on such Parcel, without regard to any parking that may be available on any other Parcel. No Parcel shall be developed in so intense a manner as to adversely impact the parking available on the other Parcels absent an express written agreement permitting such. Each Owner shall have the right to place such signs, as may be permitted by Laws, upon its Parcel designating that the parking spaces located upon such Parcel are for the exclusive use of the Occupants of such Parcel.

3. Development Agreement. The Office Parcel shall remain subject to and encumbered by that certain Development Agreement made and entered into on the 14th day of June, 2011, by and between THE REDEVELOPMENT AGENCY OF LEHI CITY, an entity created and organized under the provisions of the former Utah Neighborhood Development Act, the former Utah Redevelopment Agencies Act, and current Utah Community Development and Renewal Agencies Act (Utah Code Ann. Title 17C, Chapters 1-4, 153 as amended) and any successor law or act, LEHI CITY, a municipal corporation of the State of Utah (hereinafter "City"), and property owners comprised of IR LEHI L.L.C., a Utah limited liability company and/or its assigns, and THANKSGIVING STATION LLC, a Utah limited liability company and/or its assigns (the "**Development Agreement**"). In the event Declarant is ever required to make any payment pursuant to the Development Agreement, then the owner of the Office Parcel shall reimburse Declarant a pro-rata share thereof within ten (10) days of receiving an invoice or notice from Declarant. Such pro-rata share shall be calculated based on the lineal feet of road frontage that the Office Parcel has on Thanksgiving Way (1450 West) as a percentage of all the road frontage on Thanksgiving Way (1450 West) of all the Parcels.

4. Construction of Road.

(a) Pursuant to the Development Agreement, Declarant has agreed to widen a portion of the road commonly known as Thanksgiving Way (1450 West)], and which widening will occur only with respect to the portion of the road adjacent to the Parcels (the "**Road**"). In connection with the foregoing, prior commencing construction on the Road, Declarant shall deliver to the Owner of the Office Parcel a construction budget, construction schedule and the plans and specifications for the Road (collectively, the "**Preliminary Construction Plans**"). The Owner of the Office Parcel shall have a period of ten (10) business days from the receipt of the Preliminary Construction Plans to approve or disapprove of the Preliminary Construction Plans, which approval shall not be unreasonably withheld, conditioned or delayed. In the event the Owner of the Office Parcel does not disapprove of the Preliminary Construction Plans in writing within such ten (10) business day period, the Owner of the Office Parcel shall be deemed to have approved of the Preliminary Construction Plans. In the event the Owner of the Office



Parcel disapproves of the Preliminary Construction Plans, such disapproval shall be in writing and shall include a reasonably detailed explanation of the corrections or changes which, if made, would cause the Owner of the Office Parcel's approval of the Preliminary Construction Plans. In the event the Owner of the Office Parcel disapproves of the Preliminary Construction Plans pursuant to the immediately preceding sentence, Purchaser shall use good faith efforts to revise the Preliminary Construction Plans to the extent necessary to cause the Owner of the Office Parcel to approve of the Preliminary Construction Plans and shall resubmit such modified Preliminary Construction Plans to Seller to be approved in accordance with the procedure set forth above. The approved, or deemed approved, Preliminary Construction Plans shall be referred to herein as the "Construction Plans".

(b) Following the approval or deemed approval of the Construction Plans, Declarant agrees to construct the Road in accordance with the Construction Plans and all applicable Laws.

(c) Following the completion of the Road, and the acceptance and final approval of the Road by all applicable Governmental Entities, the Owner of the Office Parcel agrees to reimburse the Declarant for the Office Owner's Proportionate Share (defined below) of the Costs of Construction (defined below) of the Road within thirty (30) days of the Owner of the Office Parcel's receipt of written demand for the Costs of Construction, which shall include copies of invoices evidencing the Costs of Construction.

(d) For purposes hereof the term "Costs of Construction" means the actual out of pocket hard and soft costs incurred by Declarant in widening the Road. Costs of Construction shall not include (i) costs of land on which the Road is being constructed, (ii) costs which are in excess of ten percent (10%) of the approved or deemed approved budget, (iii) costs which are reimbursed to Declarant from third parties, (iv) interest costs payable on any loans or debt, and (v) amounts necessary to fix errors or defects in the Road as a result of the defective or incorrect construction.

(e) Office Owner's Proportionate Share is an amount equal to the Costs of Construction, multiplied by a fraction, the numerator of which is the lineal feet of road frontage that the Office Parcel has on the Road and the denominator of which is the lineal feet of road frontage that all of the Parcels have on the Road.

(f) Upon completion of the Road and Payments of the amounts owing under this Section 4, at the request of Office Owner or Declarant, the Owners shall execute and amendment to this Declaration indicating the provisions of this Section 4 have been satisfied.

5. Operation, Use and Maintenance of the Parcels. Each Owner, at its own cost and expense, shall maintain operate and use, or cause to be maintained, operated and used, its Parcel in a safe, clean, attractive first-class condition and otherwise in compliance with all Laws. No portion of the Parcels may be used for Prohibited Uses (to the extent applicable to such Parcel).

6. Casualty. If any Building or Related Improvement or other Improvement situated on a Parcel is damaged or destroyed by any casualty, the Owner upon whose Parcel such Building or Related Improvement or other Improvement is situated shall promptly (i) repair



and/or reconstruct such Building or Related Improvement or other Improvement and also promptly remove debris and keep the affected portions of the Parcel neat, orderly and well maintained and covered during such repair or reconstruction; or (ii) promptly demolish the Building or Related Improvement and remove the debris and keep the Parcel (including the demolition area) neat, orderly and well maintained.

7. Condemnation. In the event of condemnation (or sale under threat of condemnation) by any duly constituted authority for a public or quasi-public use of all or any part of a Parcel, that portion of the award attributable to the value of the interest in the Parcel so taken shall be payable to the Owner of such Parcel and no claim thereon shall be made by any other Owner; provided, however, that the other Owners may file collateral claims with the condemning authority over and above the value of the interest to be taken, provided no such collateral claim shall reduce the award to the Owner of the condemned Parcel; provided further, however, that the Owner of any portion of a Parcel to be taken shall promptly repair and restore the remaining portion of the Parcel owned by such Owner as nearly as practicable to its condition immediately prior to the condemnation without contribution from any other Owner.

8. Title and Mortgage Protection.

(a) No amendment to this Declaration shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

(b) A breach of any of the covenants, provisions, or requirements of this Declaration shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Declaration shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Declaration.

9. Estoppel. Each Owner shall, within fifteen (15) days after request from the other Owner, execute and deliver to the other Owner a written declaration certifying that such Owner is not in default under this Declaration or, to such Owner's knowledge, there are not any defaults by the other Owner under this Declaration (or if there are any such defaults, describing them). Each Owner's Mortgagee and prospective purchasers shall be entitled to rely on such certification.

10. Amendment or Termination; Duration of Declaration. This Declaration may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of Utah County, Utah that is executed by all of the Owners of the Parcels. This Declaration shall terminate on the date which is fifty (50) years from the recording of this Declaration, unless each Owner executes an amendment to this Declaration extending the term of



such Declaration and records such amendment in the office of the County Recorder for Utah County.

11. Covenants to Run with Land. This Declaration and the easements and covenants created by this Declaration are intended by the Declarant to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Declaration and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and every Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Declaration. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

12. Enforcement. In the event of a breach of any of the terms, covenants, conditions or restrictions hereof, and if such breach continues for a period of thirty (30) days after the defaulting Owner's receipt of written notice of such breach, or such longer period as may be reasonably required to cure such breach provided the defaulting Owner has commenced the cure of such breach with such thirty (30) day period and is diligently prosecuting the cure of such breach, any one or all of the Owners shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered. In addition to the foregoing, if a defaulting Owner shall fail to pay another Owner amounts due by such defaulting Owner within thirty (30) days after delivery of written demand on the defaulting Owner, then: (i) a five percent (5%) late payment fee shall be added to the amount due on the thirty-first (31st) day; and (ii) the unpaid balance shall thereafter accrue interest at the rate of ten percent (10%) per annum.

13. Effective Date. This Declaration, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the County Recorder of Utah County, Utah.

14. Titles, Captions and References. All Section titles or captions in this Declaration are for convenience only, shall not be deemed part of this Declaration and in no way define, limit, extend or describe the scope or intent of any provisions of this Declaration. When this Declaration refers to a Section by number or other designation, such reference shall be deemed to



be to the correspondingly numbered Section of this Declaration unless the context refers to another agreement, document or instrument.

15. Pronouns and Plurals. Whenever the contest may require, any pronoun used in this Declaration shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

16. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

17. Exhibits. All exhibits annexed to this Declaration are expressly made a part of and incorporated in this Declaration as fully as though completely set forth in this Declaration.

18. Notices. Any notice, demand, request or other communication required or permitted to be given by an Owner to another Owner hereunder will be in writing, signed by the party giving the notice, and will be given by delivering the same in person, by a recognized overnight courier service which maintains delivery records (such as Federal Express) or by depositing the same in the United States mail, registered or certified, return receipt requested, first class postage, and postage prepaid. All notices shall be sent to such address as such Owner shall designate in writing to the other Owners, or at such Owner's address on a Parcel if such Owner shall fail to designate in writing another address to the other Owners.

19. Time of Essence. Time is of the essence of this Declaration.

*(Signatures begin on following page)*





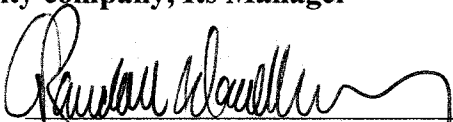
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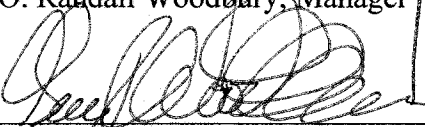
"Declarant"

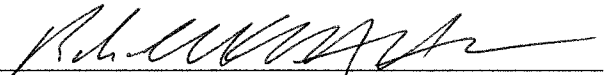
**IR LEHI L.L.C., a Utah limited liability company**

**By: WOODFIELD, L.C., a Utah limited liability company,  
Its Manager**

**By: SEVEN SYNDICATE, L.C., a Utah limited  
liability company, Its Manager**

By:   
O. Randall Woodbury, Manager

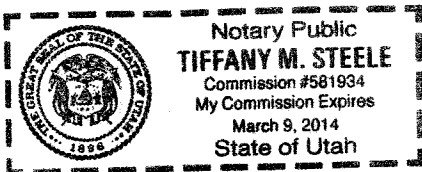
By:   
Guy R. Woodbury, Manager


By:   
Richard L.K. Mendenhall, Manager

By:   
Stanford Ricks, Manager

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

On the 10<sup>th</sup> day of January, 2014, before me personally appeared GUY R. WOODBURY and O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that they are the Managers of SEVEN SYNDICATE, L.C., known to be the Manager of WOODFIELD, L.C., known to be the Manager of IR LEHI L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



  
Notary Public



STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

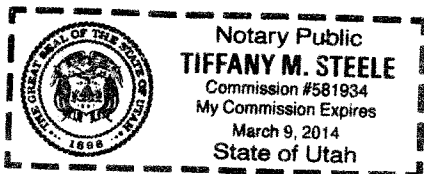
On the 10<sup>th</sup> day of January, 2014, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the Manager of WOODFIELD, L.C., known to be the Manager of IR LEHI L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]  
Notary Public

STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

On the 10<sup>th</sup> day of January, 2014, before me personally appeared STANFORD RICKS, to me personally known, who being by me duly sworn did say that he is the Manager of IR LEHI L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]  
Notary Public

[Handwritten initials]



## Exhibit "A"

Beginning at a point on the westerly boundary line of a UDOT property as described in Special Warranty Deed Entry No. 47975:2010; said point being North 00°03'00" East, along the section line, 1409.65 feet and North 89°57'00" West, 1850.61 feet from the East Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 66°07'18" West, 479.41 to a point on the Lehi City property as defined in Quit Claim Deed Entry No. 16895:2011; said point also being on a non-tangent 1020.00 foot radius curve to the left; thence 226.12 feet along said curve through a central angle of 12°42'06" (chord bears North 13°15'26" West, 225.66 feet); thence North 18°00'26" East, 378.17 feet to a point on the southwesterly side of the public right-of-way, said right-of-way being more particularly described in a Special Warranty Deed Entry No. 8600 in Book: 876 at Page: 192; and running thence along said southwesterly right-of-way line the following two (2) courses: South 44°57'22" East, 264.46 feet; thence South 44°36'09" East, 186.33 feet to a point on the Northwestern corner of said UDOT property as described in Special Warranty Deed Entry No. 47975:2010; and running thence along said UDOT property South 40°19'32" East, 85.80 feet to the point of beginning.

Contains: 143,516 Sq. Ft. or 3.29 Acres

Beginning at a point being North 00°03'00" East, along the section line, 48.33 feet and North 89°57'00" West, 1955.64 feet from the East Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; said point being on the north line of a public right-of-way; said right-of-way being more particularly described in Quit-Claim Deed Entry No. 38879 in Book: 2653 at Page: 8; and running thence along said public right-of-way the following three (3) courses: South 89°35'51" West, 29.15 feet; thence South 88°30'37" West, 100.80 feet; thence South 00°38'04" East, 21.05 feet to a point on a public right-of-way; said right-of-way being more particularly described in Special Warranty Deed Entry No. 47976:2010; and running thence along said public right-of-way the following two (2) courses: West, 60.64 feet; thence North 48°22'56" West, 77.23 feet; thence South 89°51'52" West, 23.99 feet to a point on the Lehi City property as defined in Quit Claim Deed Entry No. 16895:2011; thence along said deed line for the following three (3) courses: thence North 00°10'57" West, 35.80 feet to a point on a 845.00 foot radius curve to the left; thence 207.43 feet along said curve through a central angle of 14°03'54" (chord bears North 07°12'54" West, 206.91 feet) to a point on a 805.00 foot radius curve to the right; thence 41.31 feet along said curve through a central angle of 02°56'25" (chord bears North 12°46'38" West, 41.31 feet; thence East, 307.28 feet thence South, 308.72 feet to the point of beginning.

Contains: 87,884 Sq. Ft. or 2.02 Acres





Beginning at a point a point on a public right-of-way; said right-of-way being more particularly described in Special Warranty Deed Entry No. 47976:2010 and being 75.33 feet North 00°03'00" East along the section line and 2267.71 feet North 89°57'00" West from the East Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence along said right of way line for the following four (4) courses: South 89°51'52" West, 32.88 feet; thence South 38°17'31" West, 75.20 feet; thence North 89°33'19" West, 303.29 feet; thence South 89°12'12" West, 22.43 feet to a point on the easterly line of "Pointe Meadows Phase I" (Entry No. 34925:2003, Map# 9918) and running thence along said subdivision line together with the easterly boundaries of the "Pointe Meadows Phase XXIV" (Entry No. 138458:2004, Map# 10232) and the "Pointe Meadows Phase IX" (Entry No. 66086:2003, Map# 10208) for the following three (3) courses: North 00°05'58" West, 809.19 feet; thence South 87°38'50" East, 19.97 feet to a point on an existing fence line corner; and continuing thence along said fence, and along said subdivision the following course: North 00°04'44" West, 514.29 feet to an existing fence corner; and continuing along said fence the following two (2) courses and distances: South 89°59'34" East, 249.48 feet; thence North 21°58'12" East, 30.23 feet; and running thence South 89°59'34" East, 33.27 feet; thence North 18°00'26" East, 1.37 feet to a point on the Lehi City property as defined in Quit Claim Deed Entry No: 16895:2011; and running thence along said Lehi property for the following five (5) courses: 278.39 feet along a non-tangent 980.00 foot radius curve to the right through a central angle of 16°16'35" (chord bears South 08°19'15" East, 277.46 feet); thence South 00°10'57" East, 583.78 feet to a point on a 845.00 foot radius curve to the left; thence 207.43 feet along said curve through a central angle of 14°03'54" (chord bears South 07°12'54" East, 206.91 feet) to a point on an 805.00 foot radius curve to the right; thence 197.61 feet along said curve through a central angle of 14°03'52" (chord bears South 07°12'54" East, 197.11 feet); thence South 00°10'57" East, 35.77 feet to the point of beginning.



Contains: 469,380 Sq. Ft. or 10.78 Acres



## Exhibit "B"

Beginning at a point being North 00°03'00" East, along the section line, 621.37 feet and North 89°57'00" West, 1288.57 feet from the East Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; said point also being the point of curvature on a 578.01 foot radius curve to the right; said curve also being the same curve described in Special Warranty Deed Entry No. 47975:2010, and running thence 730.88 feet along said curve through a central angle of 72°26'57" (chord bears: South 33°23'18" West, 683.15 feet) to a point on the north line of a public right-of-way; said right-of-way being more particularly described in Quit-Claim Deed Entry No. 38879 in Book: 2653 at Page: 8; and running thence along said public right-of-way South 89°35'51" West, 291.63 feet; thence North, 308.72 feet; thence West, 307.28 feet to a point on the Lehi City property as defined in Quit Claim Deed Entry No. 16895:2011; thence along said deed line for the following three (3) courses: said point also being on a non-tangent 805.00 foot radius curve to the right; thence 156.30 feet along said curve through a central angle of 11°07'27" (chord bears North 05°44'42" West, 156.05 feet); thence North 00°10'57" West, 583.78 feet to a point on a 1020.00 foot radius curve to the left; thence 119.70 feet along said curve through a central angle of 06°43'25" (chord bears North 03°42'40" West, 119.63 feet); thence North 66°07'18" East, 479.41 feet to a point on the westerly boundary of a UDOT property; said UDOT property being more particularly described in Special Warranty Deed Entry No. 47975:2010, and running thence along said UDOT property the following two (2) courses and distances: South 40°19'32" East, 469.70 feet; thence South 30°51'51" East, 501.73 feet to the point of beginning.

Contains: 949,722 Sq. Ft. or 21.80 Acres





## Exhibit "C"

Beginning at a point on the westerly boundary line of a UDOT property as described in Special Warranty Deed Entry No. 47975:2010; said point being North 00°03'00" East, along the section line, 1409.65 feet and North 89°57'00" West, 1850.61 feet from the East Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 66°07'18" West, 479.41 to a point on the Lehi City property as defined in Quit Claim Deed Entry No. 16895:2011; said point also being on a non-tangent 1020.00 foot radius curve to the left; thence 226.12 feet along said curve through a central angle of 12°42'06" (chord bears North 13°15'26" West, 225.66 feet); thence North 18°00'26" East, 378.17 feet to a point on the southwesterly side of the public right-of-way, said right-of-way being more particularly described in a Special Warranty Deed Entry No. 8600 in Book: 876 at Page: 192; and running thence along said southwesterly right-of-way line the following two (2) courses: South 44°57'22" East, 264.46 feet; thence South 44°36'09" East, 186.33 feet to a point on the Northwestern corner of said UDOT property as described in Special Warranty Deed Entry No. 47975:2010; and running thence along said UDOT property South 40°19'32" East, 85.80 feet to the point of beginning.

Contains: 143,516 Sq. Ft. or 3.29 Acres

Beginning at a point being North 00°03'00" East, along the section line, 48.33 feet and North 89°57'00" West, 1955.64 feet from the East Quarter Corner of Section 6, Township 5 South, Range 1 East, Salt Lake Base and Meridian; said point being on the north line of a public right-of-way; said right-of-way being more particularly described in Quit-Claim Deed Entry No. 38879 in Book: 2653 at Page: 8; and running thence along said public right-of-way the following three (3) courses: South 89°35'51" West, 29.15 feet; thence South 88°30'37" West, 100.80 feet; thence South 00°38'04" East, 21.05 feet to a point on a public right-of-way; said right-of-way being more particularly described in Special Warranty Deed Entry No. 47976:2010; and running thence along said public right-of-way the following two (2) courses: West, 60.64 feet; thence North 48°22'56" West, 77.23 feet; thence South 89°51'52" West, 23.99 feet to a point on the Lehi City property as defined in Quit Claim Deed Entry No. 16895:2011; thence along said deed line for the following three (3) courses: thence North 00°10'57" West, 35.80 feet to a point on a 845.00 foot radius curve to the left; thence 207.43 feet along said curve through a central angle of 14°03'54" (chord bears North 07°12'54" West, 206.91 feet) to a point on a 805.00 foot radius curve to the right; thence 41.31 feet along said curve through a central angle of 02°56'25" (chord bears North 12°46'38" West, 41.31 feet; thence East, 307.28 feet thence South, 308.72 feet to the point of beginning.

Contains: 87,884 Sq. Ft. or 2.02 Acres

