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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
04/02/2024 02:54:03 PM
FEE: \$42.00 Pgs: 14
DEP eCASH REC'D FOR: COTTONWOOD TITLE
INSURANCE AGENCY, INC.

WHEN RECORDED MAIL TO:

David P. Hirschi
Nelson Christensen Hollingsworth & Williams, P.C.
68 South Main, Suite 600
Salt Lake City, Utah 84101

RIGHT OF FIRST OFFER AGREEMENT

In Reference to Tax ID Number(s):

11-061-0256, 15-144-0001, 15-144-0002, 15-144-0003, 11-061-0228, 11-061-0229, 11-061-0230,
11-061-0242, 11-061-0236, 11-061-0237, 11-061-0239, 11-061-0248

COURTESY RECORDING ONLY
Cottonwood Title disclaims any
liability as to the condition of title
and as to the content, validity,
or effects of this document.

WHEN RECORDED, RETURN TO:

David P. Hirschi
Nelson Christensen Hollingworth & Williams, P.C.
68 South Main, Suite 600
Salt Lake City, Utah 84101

RIGHT OF FIRST OFFER AGREEMENT

This RIGHT OF FIRST OFFER AGREEMENT (the "**Agreement**") is made and entered into this 6th day of June, 2023 by and between: ROCKWORTH COMPANIES, LLC, a Utah limited liability company ("**Rockworth**"); BOULDER RANCH, L.C., a Utah limited liability company ("**Boulder Ranch**"); LAYTON SURPLUS, LLC, a Utah limited liability company ("**Layton Surplus**"); NORTH UTAH HOLDINGS, LLC, a Utah limited liability company ("**North Utah Holdings**"); and WINKEL 7 LLC, a Utah limited liability company ("**Winkel 7**"). Rockworth, Boulder Ranch, Layton Surplus, North Utah Holdings, and Winkel 7 are collectively referred to herein as the "**Parties**," and each a "**Party**."

RECITALS

A. Boulder Ranch, Layton Surplus, North Utah Holdings, and Winkel 7 (collectively, the "**Property Owners**") are the fee owners of a certain parcel of real property located contiguous to the Winkel Rock Property (as defined below) or to each other and more particularly described on Exhibit A attached hereto and incorporated by this reference (the "**Property**").

B. Rockworth is the manager of Winkel Rock, LLC, a Utah limited liability company ("**Winkel Rock**"), and the developer of certain real property owned by Winkel Rock and adjacent to the Property (the "**Winkel Rock Property**").

C. Winkel Rock intends to develop a mixed-use project on the Winkel Rock Property known as the Winkel Rock Mixed Use Subdivision (the "**Project**") comprising a multi-family apartment building and one or more mixed-use commercial buildings.

D. In order to maintain a level of consistency between the Project and the future development of the Property, Rockworth has requested, and the Property Owners have agreed to grant, a right of first offer to purchase the Property subject to the terms and conditions in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00), the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound and intending that the burdens and benefits herein created shall run with the land, hereby agree as follows:

1. Grant of Right of First Offer. In the event one or more of the Property Owners or their respective successors or assigns (the “**Seller**”) desire to sell all or a portion of the Property (the “**ROFO Property**”), Rockworth, together with its successors and assigns, shall have a right of first offer to purchase the ROFO Property (the “**Right of First Offer**”) on the following terms and conditions:

a. The Seller shall provide written notice to Rockworth of the terms and conditions upon which the Seller would be willing to sell the ROFO Property (the “**ROFO Notice**”). The ROFO Notice shall set forth the following material economic terms and conditions under which the Seller is willing to sell the ROFO Property to Rockworth (the “**Material Terms**”): the proposed purchase price, the proposed due diligence and closing timeline (the “**Contract Timeline**”) and a statement regarding whether the ROFO Property will be sold free and clear of all deeds of trust, mortgages, or other similar instruments affecting the same. The ROFO Notice shall constitute an offer by the Seller to sell the Property to Rockworth based on the Material Terms but shall not constitute an agreement between the parties;

b. Rockworth shall have thirty (30) days after receipt of the ROFO Notice (the “**ROFO Response Period**”) to notify the Seller in writing whether or not Rockworth accepts such offer to purchase the ROFO Property on the Material Terms stated in the ROFO Notice (the “**ROFO Response**”). If Rockworth accepts such offer to purchase the ROFO Property within the ROFO Response Period, the Seller and Rockworth shall promptly enter into a purchase and sale agreement (“**PSA**”) consistent with the Material Terms stated in ROFO Notice; and

c. In the event that (i) Rockworth either: (A) elects not to purchase the ROFO Property on the terms and conditions stated in ROFO Notice; or (B) fails to deliver the ROFO Response to the Seller within the ROFO Response Period; or (ii) if Rockworth delivers the ROFO Response, but Rockworth and the Seller fail in good faith to agree on and execute a PSA within thirty (30) days after the date of the Seller’s receipt of the ROFO Response, then Rockworth shall be deemed to have waived its Right of First Offer to purchase the ROFO Property, and the Seller shall have the right thereafter, without any further notice to Rockworth, to offer the ROFO Property for sale, and to sell the same, to any party upon all of the Material Terms and for a purchase price not less than ninety-five percent (95%) of the purchase price stated in the ROFO Notice and with a Contract Timeline not more than sixty (60) days longer than the Contract Timeline in the ROFO Notice, free and clear of Rockworth’s Right of First Offer, provided that any such transfer shall be subject to this Agreement. If, however, the Seller desires to sell the ROFO Property to a third party upon Material Terms that are more favorable to the third party purchaser than the Material Terms contained in the ROFO Notice (other than the purchase price within the parameters stated above), the Seller shall re-offer the ROFO Property to Rockworth on the terms offered to such third party (the “**ROFO Revised Notice**”) and the same procedures shall apply with respect to the ROFO Revised Notice as are set forth above with respect to original ROFO Notice.

2. Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set

forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Utah time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Rockworth:

Name: Rockworth Companies, LLC
Address: 4655 S. 2300 E., Ste. 205
Salt Lake City, UT 84117
Attn: Tom Henriod
Email: thenriod@rockworthco.com

with a copy to:

Name: Cheney Law Group
Address: 10808 S. River Front Pkwy, Ste. 365
South Jordan, UT 84095
Attn: Brian C. Cheney
Email: bcheney@cheneylawgroup.com

To Property Owners:

Name: Boulder Ranch, L.C.
Attn: McKay Winkel
Address: 3651 North 100 East, Suite 125
Provo, Utah 84604
Email: mckaywinkel@gmail.com

with a copy to:

Name: Nelson Christensen Hollingworth & Williams
Address: 68 South Main, Ste. 600
Salt Lake City, UT 84101
Attn: David P. Hirschi
Email: daveh@nchwlaw.com

Any party may change its address for purposes of this Section by giving written notice as provided in this Section. All notices and demands delivered by a party's attorney on a party's behalf shall be deemed to have been delivered by said party. Notices shall be valid only if served in the manner provided in this Section.

3. Miscellaneous.

A. This Agreement and obligations set forth herein shall be construed in accordance with the laws of the State of Utah. Should legal action be necessary to enforce any of the provisions hereof, such enforcement action must be brought in the District Courts of the State of Utah, with venue in Davis County, Utah. The prevailing party in any such enforcement action shall have the right to recover costs and attorneys' fees incurred by such party in enforcing the terms of this Agreement.

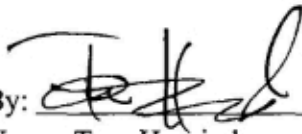
B. The Parties hereby represent and warrant that they are the owners of the interests hereby conveyed and granted, and that they have the right to enter into this Agreement.

C. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each party hereto shall deliver original counterpart signatures to the other parties by no later than three (3) days after the date hereof.

[Signature Pages Follow]

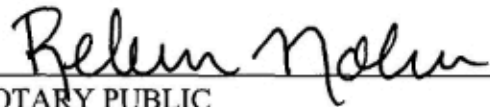
IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed by their duly authorized Managers as of the date first set forth above.

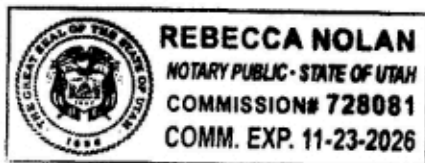
ROCKWORTH COMPANIES, LLC,
a Utah limited liability company

By: 
Name: Tom Henriod
Title: Manager

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

On this 6th day of June, 2023, personally appeared before me, Tom Henriod, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of Rockworth Companies, LLC, a Utah limited liability company, and that the within and foregoing document was signed by him in behalf of said limited liability company by authority of its organizational documents.


NOTARY PUBLIC



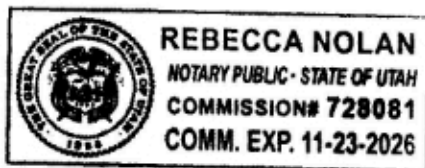
BOULDER RANCH, L.C.,
a Utah limited liability company

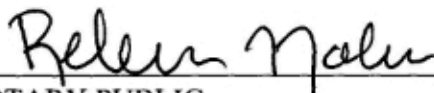
By: F.M. Winkel Family L.L.C.
Its Manager

By: 
McKay Winkel, Manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)


On this 6th day of June, 2023, personally appeared before me McKay Winkel, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of F.M. Winkel Family L.L.C., a Utah limited liability company, the Manager of Boulder Ranch, L.C., a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its organizational documents.




NOTARY PUBLIC

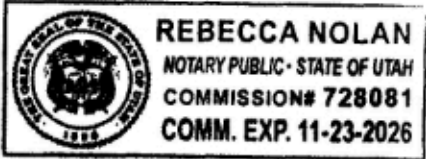
LAYTON SURPLUS, LLC,
a Utah limited liability company

By: F.M. Winkel Family L.L.C.
Its Manager

By: 
McKay Winkel, Manager


STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On this 6th day of June, 2023, personally appeared before me McKay Winkel, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of F.M. Winkel Family L.L.C., a Utah limited liability company, the Manager of Layton Surplus, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its organizational documents.




NOTARY PUBLIC

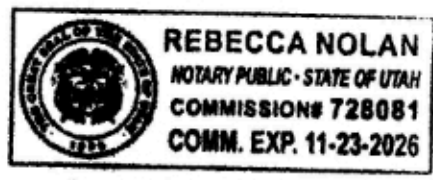
NORTH UTAH HOLDINGS, LLC,
a Utah limited liability company

By: 
McKay Winkel, Manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake

On this 6th day of June, 2023, personally appeared before me McKay Winkel, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of North Utah Holdings, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its organizational documents.


NOTARY PUBLIC



WINKEL 7, LLC,
a Utah limited liability company

By: 
McKay Winkel, Manager

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

On this 6th day of June, 2023, personally appeared before me McKay Winkel, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of Winkel 7, LLC, a Utah limited liability company, and that said document was signed by him in behalf of said limited liability company by authority of its organizational documents.

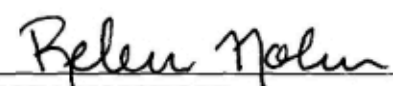

NOTARY PUBLIC



EXHIBIT A

Description of the Property

Real Property located in Davis County, State of Utah, described as follows:

Parcel 1 – Boulder Ranch, L.C.

Parcel ID: 110610227

BEG 90 FT S OF CENTER LINE OF GENTILE STR AT A PT 1271 FT W & 90 FT, M/L, S FR NE COR OF NW 1/4 SEC 28-T4N-R1W, SLB&M; TH S 93 FT; TH S 89°20' E 98 FT PARALLEL TO CENTER LINE OF SD STR; TH S 172.6 FT; TH E 82.31 FT; TH S 122.67 FT; TH S 76°33' W 142.65 FT; TH S 01°55' E 249.9 FT; TH S 01°47' E 173.91 FT, M/L, TO THE NE COR OF PPTY CONV IN WARRANTY DEED RECORDED 03/13/2014 AS E# 2794125 BK 5974 PG 644; TH ALG THE E LINE OF SD PPTY THE FOLLOWING COURSE: S 1°13'20" E 21.95 FT, M/L, TO THE S LINE OF THIS PPTY; TH N 88°54' E 554.94 FT, M/L, TO W'LY LINE OF PPTY CONV IN WARRANTY DEED RECORDED 03/13/2014 AS E# 2794126 BK 5974 PG 646; TH ALG SD PPTY THE FOLLOWING COURSE ALG A 1488.00 FT RAD CURVE TO THE LEFT; N'LY 5.22 FT (LC BEARS N 9°0'20" W 5.22 FT) & CONTINUING ALG SD PPTY N'LY 320.18 FT ALG THE ARC OF A CURVE TO THE LEFT HAVING A RAD OF 1483.17 FT (LC BEARS N 11°19'00" W 319.56 FT); TH N'LY ALG A CURVE TO LEFT ALG THE W'LY R/W & NO-ACCESS LINE OF I-15, 393.26 FT, M/L; TH N 43°16' W 258.55 FT; TH N 75°02' W 54 FT TO POB. CONT. 5.735 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel 2 – Boulder Ranch, L.C.

Parcel ID: 110610228

A PART OF THE NW 1/4 OF SEC 28-T4N-R1W, SLB&M; BEG ON THE E'LY LINE OF A STATE HWY AT A PT WH BEARS N 89°27'20" W 1345.64 FT ALG THE SEC LINE & S 0°32'40" W 969.10 FT & S 25°04'46" E 8.14 FT, M/L, TO THE SW COR OF PPTY CONV IN WARRANTY DEED RECORDED 03/13/2014 AS E# 2794125 BK 5974 PG 644 FR THE N 1/4 COR OF SD SEC 28; & RUN TH S 25°12'11" E 20.81 FT; TH N 88°54' E 128.50 FT; TH S 1°06' W 52.50 FT; TH N 87°11'14" E 170.0 FT; TH N 1°06' W 70.67 FT; TH S 89°29' W 185.03 FT, M/L, TO THE E LINE OF SD PPTY; TH S 1°13'20" E 6.13 FT, M/L, TO THE SE COR OF SD PPTY; TH S 88°54'00" W 125.06 FT TO THE POB. SUBJECT TO A R/W FOR INGRESS & EGRESS OVER THE N 25 FT. CONT. 0.31 ACRES (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel 3 – Boulder Ranch, L.C.

Parcel ID: 110610229

A PART OF THE NW 1/4 OF SEC 28-T4N-R1W, SLB&M; BEG AT A PT WH BEARS N 89°27'20" W 1345.64 FT ALG THE SEC LINE & S 0°32'40" W 969.10 FT TO A PT ON THE E'LY LINE OF A STATE

HWY & N 89°29' E 350.89 FT FR THE N 1/4 COR OF SD SEC 28; & RUN TH N 89°29' E 259.59 FT TO THE W'LY LINE OF WARRANTY DEED RECORDED 03/13/2014 AS E# 2791426 BK 5974 PG 646; TH ALG SD PPTY THE FOLLOWING COURSE ALG A 1488.00 FT RAD CURVE TO THE LEFT: S'LY 81.19 FT (LC BEARS S 6°32'40" E 81.16 FT); TH S 88°54' W 267.28 FT; TH N 1°06' W 83.44 FT TO THE POB. CONT. 0.503 ACRES SUBJECT TO EASEMENTS & R/W'S. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel 4 – Boulder Ranch, L.C.

Parcel ID: 110610230

PARCEL 1: BEG AT A PT N 89°27'20" W 1345.64 FT ALG THE SEC LINE & S 00°32'40" W 969.10 FT & N 89°29' E 310.89 FT FR N 1/4 COR OF SEC 28-T4N-R1W, SLB&M; & RUN TH N 89°29' E 40.00 FT; TH S 01°06' E 83.44 FT; TH N 88°54' E 267.28 FT, M/L, TO THE W'LY LINE OF PPTY CONV IN WARRANTY DEED RECORDED 03/13/2014 AS E# 2794126 BK 5974 PG 646; TH THE FOLLOWING TWO COURSES ALG SD PPTY: S 11°00'55" E 61.69 FT & S 5°23'51" E 142.26 FT; TH N 87°30' W 257.58 FT; TH N 27° W 135.20 FT; TH S 89°30' W 6.0 FT; TH N 01°45'40" W 141.97 FT TO THE POB. CONT. 1.321 ACRES PARCEL 1A: EASEMENT ESTATE INTEREST ONLY IN A DESC R/W. (NOTE: THIS REMAINING LEGAL WAS WRITTEN IN THE DAVIS COUNTY RECORDER'S OFFICE FOR I.D. PURPOSES. IT DOES NOT REFLECT A SURVEY OF THE PROPERTY.)

Parcel 5 – Winkel 7, LLC

Parcel ID: 110610242

A TRACT OF LAND LOC IN THE NE 1/4 NW 1/4 OF SEC 28-T4N-R1W, SLB&M, THE BNDRY LINES OF SD TRACT OF LAND ARE FURTHER DESC AS FOLLOWS: BEG AT THE NE COR OF SD TRACT WH IS 1408.53 FT S 89°06'29" E ALG THE SEC LINE & 985.21 FT S FR THE NW COR OF SD SEC 28; & RUN TH S 1°47'00" E 108.30 FT; TH S 83°14'00" W 45.46 FT; TH N'LY 10.37 FT ALG THE ARC OF A 142.82 FT RAD NON-TANGENT CURVE TOP THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 8°09'26" E FOR A DIST OF 10.37 FT); TH N 10°17'22" E 88.74 FT; TH NE'LY 19.16 FT ALG THE ARC OF A 22.86 FT RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS N 32°09'09" E FOR A DIST OF 18.60 FT); TH N 88°54'00" E 14.56 FT TO THE POB. CONT. 0.084 ACRES

Parcel 6 – North Utah Holdings, LLC

Parcel ID: 110610236

BEG ON THE E LINE OF A HWY N 89°25' W 1282.0 FT ALG THE SEC LINE & S 0°35' W 1103.99 FT PERP TO THE SEC LINE FR THE N 1/4 COR OF SEC 28-T4N-R1W, SLB&M; & RUN TH N 89°24'30" E 244.13 FT; TH N 1°45'40" W 71.3 FT; TH S 87°38'20" W 170.00 FT; TH S 1°47' E 57.9 FT; TH S 83°14' W 74.39 FT TO THE POB. LESS & EXCEPT THEREFR THAT PORTION CONV UNDER WARRANTY DEED TO UDOT RECORDED 03/18/2010 AS E# 2517499 BK 4984 PG 616, BEING MORE PARTLY DESC AS FOLLOWS: A PARCEL OF LAND IN FEE FOR THE WIDENING OF

STATE HWY SR-126 INCIDENT TO THE REALIGNMENT OF THE I-15 INTERCHANGE KNOWN AS PROJECT S-15-8(211)332, BEING PART OF AN ENTIRE TRACT OF LAND SIT IN THE NE 1/4 OF THE NW 1/4 OF SEC 28-T4N-R1W, SLB&M, THE BNDRY OF SD PARCEL IS DESC AS FOLLOWS: BEG IN THE S'LY BNDRY LINE OF SD ENTIRE TRACT AT A PT 88.09 FT RADIALLY DISTANT E'LY FR THE CENTER LINE OF SD STATE ROUTE SR-126 OF SD PROJECT AT ENGINEER STATION 104+93.38, WH PT IS 1337.18 FT S 89°06'21" E ALG THE N LINE OF SD 1/4 SEC & 1103.66 FT S FR THE NW COR OF SD SEC 28; RUN TH N 89°22'35" E, A DIST OF 29.19 FT ALG GRANTORS S'LY PPTY LINE; TH NE'LY 3.26 FT ALG THE ARC OF A 134.50 FT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS N 5°03'41" E FOR A DIST OF 3.26 FT) TO THE GRANTORS N'LY PPTY LINE; TH S 83°05'23" W, A DIST OF 29.69 FT ALG SD N'LY PPTY LINE TO THE POB. CONT. 0.274 ACRES

Parcel 7 – North Utah Holdings, LLC

Parcel ID: 110610237

BEG AT A PT ON THE E'LY LINE OF US HWY #91, S 16.51 CHAINS, S 89°30' W 1373 FT, M/L, FR THE NE COR OF THE NW 1/4 OF SEC 28-T4N-R1W, SLB&M; TH N 89°24'30" E 250 FT; TH S 27°00' E 135.2 FT; TH N 87°15' W 119.09 FT; TH N 25°23'48" W 33.15 FT; TH S 65°28'44" W 62.90 FT; TH N 87°15' W 73.68 FT, M/L, TO SD HWY LINE; TH N 27°00' W 124.75 FT TO PLACE OF BEG. ALSO: A PART OF THE NW 1/4 OF SEC 28-T4N-R1W, SLB&M; BEG AT A PT WH BEARS S 1206.84 FT & W 1169.65 FT FR THE N 1/4 COR OF SD SEC 28-T4N-R1W, SLB&M; & RUN TH S 65°28'44" W 62.90 FT TO THE E'LY LINE OF STATE HWY; TH N 25°23'48" W 33.15 FT ALG SD HWY; TH S 86°55'30" E 71.55 FT TO THE PLACE OF BEG. LESS & EXCEPT THEREFR THAT PORTION CONV UNDER WARRANTY DEED TO UDOT RECORDED 12/24/2009 AS E# 2501800 BK 4928 PG 121, BEING MORE PART'LY DESC AS FOLLOWS: A PARCEL OF LAND IN FEE FOR THE WIDENING OF STATE HWY SR-126 INCIDENT TO THE REALIGNMENT OF THE I-15 INTERCHANGE KNOWN AS PROJECT S-15-8(211)332, BEING PART OF AN ENTIRE TRACT OF LAND SIT IN THE NE 1/4 NW 1/4 OF SEC 28-T4N-R1W, SLB&M, THE BNDRY OF SD PARCEL IS DESC AS FOLLOWS: BEG IN THE SW COR OF SD ENTIRE TRACT AT A PT 75.05 FT RADIALLY DISTANT E'LY FR THE CENTER LINE OF SD STATE ROUTE SR-126 AT ENGINEER STATION 103+35.18, WH PT IS 1403.84 FT S 89°06'21" E ALG THE S LINE OF SD SEC & 1244.93 FT S FR THE NW COR OF SD SEC 28; RUN TH N 65°44'13" E, A DIST OF 11.58 FT ALG SD S'LY PPTY LINE; TH N 26°31'08" W, A DIST OF 76.35 FT; TH NW'LY 71.87 FT ALG THE ARC OF A 134.50 FT RADIUS CURVE TO THE RIGHT (NOTE: CHORD BEARS N 11°12'17" W FOR A DIST OF 71.06 FT) TO THE GRANTORS N'LY PPTY LINE; TH S 89°22'35" W, A DIST OF 29.19 FT ALG SD N'LY PPTY LINE TO THE GRANTORS W'LY PPTY LINE; TH S 25°01'56" E, A DIST OF 157.23 FT ALG GRANTORS W'LY PPTY LINE TO THE POB. ALSO LESS & EXCEPT ANY PORTION IF ANY LYING WITHIN THE BOUNDS OF FINAL JUDGMENT OF CONDEMNATION RECORDED 11/28/2011 AS E# 2629339 BK 5406 PG 1732. CONT. 0.684 ACRES

Parcel 8 – North Utah Holdings, LLC

Parcel ID: 110610239

A TRACT OF LAND LOC IN THE SE 1/4 NW 1/4 & THE NE 1/4 NW 1/4 OF SEC 28-T4N-R1W, SLB&M, THE BNDRY LINES ARE FURTHER DESC AS FOLLOWS: BEG AT THE SE COR OF SD TRACT AT A PT WH IS 1354.34 FT S 0°21'37" W ALG THE 1/4 SEC LINE & 701.85 FT W FR THE N 1/4 COR OF SD SEC 28; & RUN TH N 85°20'00" W 354.58 FT; TH N 27°39'34" W 53.47 FT; TH S 64°21'06" W 94.90 FT; TH N 26°31'08" W 109.71 FT; TH N 65°44'13" E 113.79 FT; TH S 25°30'24" E 33.19 FT; TH S 86°41'35" E 387.14 FT TO A PT IN THE W'LY R/W & NO ACCESS LINE OF HWY KNOWN AS I-15; TH ALG SD W'LY R/W & NO ACCESS LINE THE FOLLOWING TWO (2) COURSES: 1) S 5°23'51" E 102.62 FT; 2) S'LY 25.73 FT ALG THE ARC OF A 86.00 FT RAD CURVE TO THE RIGHT (NOTE: CHORD TO SD CURVE BEARS S 3°10'21" W FOR A DIST OF 25.64 FT) TO THE POB. CONT. 1.326 ACRES

Parcel 9 – Layton Surplus, LLC

Parcel ID: 110610248

A TRACT OF LAND LOC IN THE SE 1/4 NW 1/4 OF SEC 28-T4N-R1W, SLB&M, THE BNDRY LINES ARE FURTHER DESC AS FOLLOWS: BEG AT THE SE COR OF SD TRACT AT A PT WH IS 1354.34 FT S 0°21'37" W ALG THE 1/4 SEC LINE & 701.85 FT W FR THE N 1/4 COR OF SD SEC 28; & RUN TH S 85°57'42" W 327.02 FT ALG THE R/W & NO ACCESS LINE OF 750 SOUTH STR; TH N 27°39'34" W 58.57 FT; TH S 85°20'00" E 354.58 FT TO THE POB. CONT. 0.201 ACRES

Parcel Identification No(s): 11-061-0227, 11-061-0229, 11-061-0228, 11-061-0230, 11-061-0242, 11-061-0237, 11-061-0239, 11-061-0248, 11-061-0236