

ACCESS AND UTILITY EASEMENT AGREEMENT

This Permanent Grant of Utility and Access Easement and Agreement (this “**Agreement**”), is by and between JORDANELLE LAND INVESTORS, LLC, a Utah limited liability company, (“**Grantor**”) and LAKESIDE DV, LLC, a Delaware limited liability company (“**Grantee**”), and is effective as of this 14th day of September, 2018 (the “**Effective Date**”). Grantor and Grantee may be referred collectively as “**Parties**.”

RECITALS

A. WHEREAS, Grantor is the current record title owner of that certain parcel of real property located in Wasatch County, Utah more particularly described on **Exhibit A** hereto (the “**JLI Parcel**”);

B. WHEREAS, Grantee is the current record title owner of a certain parcel of real property west of the JLI Parcel located in Wasatch County, Utah more particularly described on **Exhibit B** hereto (the “**East Park Parcel**”);

C. WHEREAS, Grantee intends to make improvements on the East Park Parcel and desires to obtain from Grantor a permanent utility and access easement through and within Grantor’s JLI Parcel as depicted and more particularly described in **Exhibit C** and in accordance with the terms of this Agreement;

D. WHEREAS, Grantor is willing to grant to Grantee and its successors and/or assigns a permanent utility and access easement through and within Grantor’s JLI Parcel as depicted and described in Exhibit C and in accordance with the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as provided herein, and Grantor hereby conveys and warrants to Grantee and its successors and assigns the following easement:

AGREEMENT

1. **Grant of Access Easement.** Grantor hereby grants and conveys to Grantee and its successors and/or assigns with the full right of substitution a permanent non-exclusive easement for pedestrian, bicycle, vehicular, and other similar-in-kind traffic over, through, and across the JLI Parcel as is depicted and more particularly described in **Exhibit C** (the “**Access Easement**”). Grantee, its successors and/or assigns, and Grantee’s and successors’ and/or assigns’ owners, tenants, guests of tenants and owners, contractors, individual/entities providing East Park Parcel requested services, and other similar in kind invitees are granted the right to use the Access Easement.

2. **Grant of Utility Easement.** Grantor hereby grants and conveys to Grantee and its successors and/or assigns with the full right of substitution a permanent utility easement and a right-of-way over, under, and across that certain portion of Grantor’s JLI Parcel more particularly described in Exhibit A hereto for the construction, reconstruction, operation, maintenance, repair,

replacement, enlargement, and removal of underground utilities and all necessary or desirable accessories and appurtenances thereto (the "**Utility Easement**", together with the Access Easement, may hereinafter be collectively referred to as the "**Easements**").

3. **No Interference.** Grantor shall not engage in any activity or use within the Easements that interferes with Grantee's or its successors' use of such easements as set forth herein or any facilities installed in the Easements as permitted herein.

4. **Grant Reservation.** Grantor hereby expressly reserves and shall have the right to use and enjoy the Easements for itself and/or its successors, assigns, and permittees. The right at all times and for any purpose to go upon, across, recross, and to use the real property encumbered by the Easements in a manner consistent with the existing nature of the property so long as it is not inconsistent with this Agreement. Nothing in this Agreement will be deemed to be a gift or dedication of any portion of the JLI Parcel to or for the general public or for any public purposes, it being the intention of the Parties this Agreement be strictly limited to and for the purposes expressed.

5. **Utility Placement; Restoration; Maintenance.** Grantee must keep the utilities underground and after initial construction, only for reasonable repairs may the surface be disturbed. If and when any or all of the surface of the real property encumbered by the Easements is disturbed by Grantee or its successors and/or assigns, Grantee or its successors and/or assigns agrees and shall repair all damage including landscaping, asphalt, and any and all other damages to real property encumbered by the Easements incurred by Grantee's disturbances promptly and to a condition that is equal or superior to that prior to Grantee or its successors and/or assigns exercising its rights under this Agreement.

6. **Running of Benefit and Burden; Duration.** All provisions of this Agreement, including without limitation the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the Parties or their respective successors, assigns, tenants, and representatives of the Parties hereto, it being intended that the Easements are appurtenant to East Park Parcel. This Agreement and the Easements granted hereunder, as detailed and described more particularly in Exhibit C or as agreed by the Parties pursuant to Section 6 herein, shall be perpetual and shall not be terminated or deemed abandoned by reason of non-use or change in use of the real property encumbered by the Easements.

7. **Amendment.** This Agreement may be amended from time to time only by a written instrument duly executed by Grantor and Grantee, or either Party's respective successor and/or assignee, including without limitation to reflect the appropriately cited location by the Grantee's desired utilities servicers. Both Parties agree to execute any documentation reasonably required for such amendment. In the event that the Easements detailed and described in Exhibit A are not available, proper, or otherwise in an appropriate location in light of the fact that Grantor's planned improvements have not yet been constructed, Grantor may propose an amendment to this Agreement to describe a new physical location and legal description, and Grantee's consent and approval of such amendment shall not be unreasonably withheld by Grantee. All rights, covenants, and terms of this Agreement shall continue to bind upon the Parties and shall inure to the benefit of the Parties or their respective successors, assigns, tenants, and representatives of the Parties notwithstanding any amendment made to the physical location and legal description of the

Easements. Any and all waivers or consents to this Agreement shall be effective only if in writing and signed by all Parties.

8. **Notice.** All required notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them or by their attorneys and delivered by hand, or deposited in the mail, certified, return receipt requested, properly addressed and postage prepaid as follows:

Jordanelle Land Investors, LLC
1960 Sidewinder Drive, Suite 205
Park City, Utah 84060

Lakeside DV, LLC
7001 N. Scottsdale Rd, Suite 2050
Scottsdale, Arizona 85253

9. **Preamble and Recitals.** The Parties hereto agree that the preamble and the Recitals to this Agreement are accurate and are incorporated by reference into the Agreement, as if fully set forth herein.

10. **Time of Essence.** Time is of the essence of this Agreement and each and every term and provision hereof.

11. **Modification; Waiver.** A modification of any provision herein contained, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by all Parties hereto. No waiver by any party hereto of any breach or default shall be considered to be a waiver of any other breach or default. The waiver of any condition shall not constitute a waiver of any breach or default with respect to any covenant, representation or warranty. No failure or delay of either party in the exercise of such right has expired, nor shall single or partial exercise of any right preclude other or further exercise thereof or of any other right.

12. **Successors and Assigns; Survival.** This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, successors and assigns.

13. **Governing Law.** The Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.

14. **Venue and Jurisdiction.** Each party to this Agreement, by execution of the Agreement, consents to venue in, the courts of the State of Utah in and for Wasatch County, Utah, regarding any legal action arising from, or otherwise related to, this Agreement.

15. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If any item must be accomplished or delivered hereunder on a day that is not a business day, it shall be deemed to have been timely accomplished or delivered hereunder on a day that is not a business day, if accomplished or delivered on the next business day.

16. **Duplicate Originals; Counterparts.** This Agreement and any originals or exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which, when the original signatures are affixed, shall be an original but all of which shall constitute one and the same instrument.

17. **Indemnity.** Grantee hereby agrees to indemnify, defend, save, and hold harmless Grantor from any and all liability, loss, claim, or damage Grantor may suffer as a result of any and all actions, claims, damages, costs, and expenses on account of or in any way arising out of or from this Agreement, including without limitation to indemnify, save, and hold harmless Grantor from any and all losses, claims, actions, or judgments for damages or injuries to persons or property arising out of or from, or caused by the construction, operation, maintenance, and the use of the Easements and any rights-of-way by Grantee or its successors, assigns, or agents. Also, no official employee or agent of any party shall be personally liable to the party or any successor in interest in the event of any default or breach for any amount, which may become due or on any obligations under the terms of this Agreement. This indemnity shall continue so long as this Agreement is in effect.

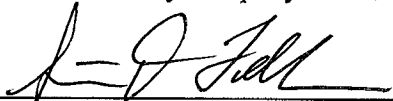
18. **Attorneys' Fees.** In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provision contained herein, the party prevailing in such action shall be entitled to receive in addition to all other remedies or damages reasonable attorneys' fees incurred in such suit.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subjects contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by each Party and recorded in the records of the Wasatch County Recorder.

[Signature page follows.]

IN WITNESS WHEREOF, Jordanelle Land Investors, LLC has duly executed this Agreement, effective as of the Effective Date set forth above, as follows:

JORDANELLE LAND INVESTORS, LLC, a Utah limited liability company


Steven D. Fellows, Manager

Acknowledgement

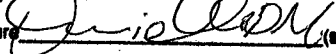
STATE OF UTAH)
)
COUNTY OF SUMMIT)

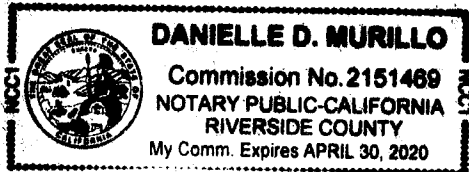
On the 27 day of September, 2018, personally appeared before me, Steven D. Fellows, who being by me duly sworn, warrants and represents that he executed the above and foregoing instrument and that he executed the foregoing instrument in his capacity as the Manager of JORDANELLE LAND INVESTORS, LLC, and that he did so of his own voluntary act for its stated purpose.

NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California, County of San Diego
Subscribed and sworn to (or affirmed) before me on this 27 day
of September 2018 by Steven Douglas Fellows
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Signature  (seal)




IN WITNESS WHEREOF, Lakeside DV, LLC has duly executed this Agreement, effective as of the Effective Date set forth above, as follows:

LAKESIDE DV, LLC,
a Delaware limited liability company

By: Lakeside DV Holdings, LLC,
a Delaware limited liability company
Its: Sole Member

By: Lakeside DVH Manager, LLC,
a Delaware limited liability company
Its: Manager

By: IMH Financial Corporation,
a Delaware corporation
Its: Sole Member

By: 
Nickolas C. Jensen
Its: Assistant Secretary

Acknowledgement

STATE OF ARIZONA)
)
COUNTY OF MARICOPA)

On the 26th day of September, 2018, personally appeared before me, Nickolas C. Jensen, who being by me duly sworn, warrants and represents that he executed the above and foregoing instrument and that he executed the foregoing instrument in his capacity as the Assistant Secretary of IMH Financial Corporation, a Delaware corporation, the sole member of Lakeside DVH Manager, LLC, a Delaware limited liability company, the manager of Lakeside DV Holdings, LLC, a Delaware limited liability company, the sole member of Lakeside DV, LLC, a Delaware limited liability company, and that he did so of his own voluntary act for its stated purpose.


NOTARY PUBLIC



EXHIBIT A
JLI PARCEL

PARCEL 6:

5 STRIPS OF LAND LYING WITHIN THE EAST HALF OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

- A) A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE EAST HALF OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING IN A GENERAL SOUTHWESTERLY AND SOUTHEASTERLY DIRECTION FROM THE EAST LINE TO THE SOUTH LINE OF SAID SECTION.
- B) TWO STRIPS OF LAND EACH 75.0 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIPS LYING BETWEEN LINES 50.0 AND 125.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING SOUTHWESTERLY FROM A STRAIGHT LINE DRAWN AT RIGHT ANGLES THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 985.7 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM THE EAST LINE OF SAID SECTION TO A STRAIGHT LINE DRAWN RADIALLY THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 1185.7 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM SAID EAST LINE OF SECTION.
- C) TWO STRIPS OF LAND EACH 125.0 FEET WIDE SITUATE IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIPS LYING BETWEEN LINES 50.0 AND 175.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING SOUTHWESTERLY AND SOUTHEASTERLY FROM A STRAIGHT LINE DRAWN RADIALLY THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 3386.2 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM THE EAST LINE OF SAID SECTION TO THE SOUTH LINE OF SAID SECTION.

SAID CENTERLINE OF THE ABANDONED MAIN TRACK REFERRED TO ABOVE, AND REFERENCED HEREINAFTER AS THE "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SECTION 6, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 60.6 FEET DISTANT NORTH, MEASURED ALONG SAID WEST LINE, FROM THE WEST QUARTER CORNER THEREOF; THENCE EASTERLY ALONG A NONTANGENT CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 573.69 FEET AND A LINE WHICH IS TANGENT TO THE BEGINNING OF SAID CURVE FORMS AN ANGLE OF 32°36' FROM NORTH TO NORTHEAST WITH SAID

WEST LINE OF SECTION, A DISTANCE OF 1225.1 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 1164.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1432.69 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 500.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 542.6 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 716.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 300.8 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE HEREBY BEING DESCRIBED; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 282.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 300.3 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 217.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 716.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 513.5 FEET; THENCE SOUTHERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 426.3 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 541.9 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 228.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 932.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 195.1 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 475.2 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 161.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 357.8 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 124.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 341.9 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 314.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 819.02 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 369.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 333.0 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 399.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 79.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 165.6 FEET TO A POINT ON THE SOUTH LINE OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 1279.4 FEET, MORE OR LESS, DISTANT EAST, MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTHWESTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 501.6 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 47.0 FEET TO THE BEGINNING OF A

TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 358.7 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 212.3 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1910.08 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 416.7 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 170.7 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1432.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 138.8 FEET TO A POINT ON THE WEST LINE OF SECTION 18, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 1324.7 FEET DISTANT SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE CONTINUING SOUTHWESTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 189.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 950.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 296.4 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 247.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 400.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 276.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 677.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 276.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 1151.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 183.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 575.60 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 169.2 FEET TO A POINT ON THE NORTH LINE OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN THAT IS 1596.3 FEET EASTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING SOUTHEASTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 417.8 FEET TO A POINT BEYOND THE STRIPS OF LAND HEREINABOVE DESCRIBED.

WASATCH COUNTY TAX SERIAL NO. OWC-0010-4.
PARCEL 14:

A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, IN TOWNSHIP 2 SOUTH RANGE 5 EAST, OF THE SALT LAKE MERIDIAN, IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON EACH SIDE OF THE HEREINBEFORE DESCRIBED "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", AND EXTENDING IN A GENERAL SOUTHWESTERLY DIRECTION FROM THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7.

WASATCH COUNTY TAX SERIAL NO. OWC-0075-1
PARCEL 15:

ALL OF SECTION 7, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WHICH LIES WESTERLY OF A LINE WHICH IS 50 FEET DISTANT WESTERLY (MEASURED RADIALLY) FROM THE ABOVE REFERENCED CENTERLINE.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 14 AND 15, ALL THOSE PORTIONS LYING WITHIN THE FOLLOWING:

EXCEPTION PARCEL NO. 31:

BEGINNING AT A POINT NORTH 89°05'35" EAST ALONG A SECTION LINE 606.15 FEET; FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°05'35" EAST ALONG SAID SECTION LINE 1300.00 FEET; THENCE SOUTH 40°00' WEST 1325.52 FEET TO THE BOUNDARY LINE OF SUMMIT COUNTY AND WASATCH COUNTY; THENCE NORTH 21°48' WEST ALONG SAID BOUNDARY LINE 790.93 FEET; THENCE NORTH 30°36'30" WEST ALONG SAID BOUNDARY LINE 302.63 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 32:

BEGINNING AT A POINT NORTH 89°05'35" EAST ALONG A SECTION LINE 2156.48 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°05'35" EAST ALONG SAID SECTION LINE 349.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS NORTH 53°10' EAST 1150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 45.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39°04'40" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 100.045 FEET TO A POINT OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT; THE RADIUS POINT OF WHICH IS SOUTH 50°55'20" WEST 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 689.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 2°29'38" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 249.835 FEET TO A POINT OF A 1150.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS SOUTH 87°30'22" EAST 1150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 121.76 FEET; THENCE WEST 85.14 FEET; TO A LINE OF POWER POLES; THENCE NORTH 28°10' WEST ALONG A LINE OF POWER POLES 135.68 FEET; THENCE NORTH 26°14' WEST ALONG A LINE OF POWER POLES 1114.32 FEET TO THE POINT OF BEGINNING.

WASATCH COUNTY TAX SERIAL NO. OWC-0075-0
PARCEL 16:

A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 2 SOUTH RANGE 5 EAST OF THE SALT LAKE MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON EACH SIDE OF THE HEREINBEFORE DESCRIBED "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", AND EXTENDING IN A GENERAL SOUTHWESTERLY DIRECTION FROM THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7 TO THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18.

WASATCH COUNTY TAX SERIAL NO. OWC-0103-1

PARCEL 17:

THOSE PORTIONS OF GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; LYING NORTH AND WEST OF PARCEL 16 DESCRIBED ABOVE.

WASATCH COUNTY TAX SERIAL NO. OWC-0103-0

PARCEL 7:

THOSE PORTIONS OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN LYING WEST OF THE WESTERLY LINES OF THE 5 STRIPS OF LAND ABOVE DESCRIBED.

EXCEPTING THEREFROM THE FOLLOWING:

EXCEPTION PARCEL NO. 4:

ALL OF EAST PARK PLAT NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JULY 28, 1966 AS ENTRY NO. 89132 IN BOOK 55 AT PAGE 336 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

EXCEPTION PARCEL NO. 5:

ALL OF EAST PARK PLAT II, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 2, 1966 AS ENTRY NO. 89491 IN BOOK 56 AT PAGE 242 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

EXCEPTION PARCEL NO. 6:

BEGINNING AT A POINT WHICH IS SOUTH 88°51'36" EAST 697.125 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 02°43'57" EAST 926.974 FEET; THENCE EAST 230.00 FEET; THENCE NORTH 47°50' EAST 600.00 FEET; THENCE NORTH 36°59'19" WEST 647.868 FEET; THENCE NORTH 88°51'36" WEST 330.0 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 7:

BEGINNING AT A POINT SOUTH 88°48' EAST 1570 FEET AND SOUTH 01°00' WEST 80.00 FEET, FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 67°45' EAST 1043.55 FEET; THENCE SOUTH 22°15' WEST 417.42 FEET; THENCE NORTH 67°45' WEST 1043.55 FEET; THENCE NORTH 22°15' EAST 417.42 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 8:

BEGINNING AT THE NORTHWEST CORNER OF LOT 251, EAST PARK, PLAT II, SAID POINT ALSO BEING SOUTH 88°51'36" EAST 1027.125 FEET AND SOUTH 35°59'19" EAST 647.868 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 34°42'09" EAST 140.363 FEET; THENCE SOUTH 15°00'00" WEST 363.00 FEET; THENCE SOUTH 67°45' EAST 878.87 FEET; THENCE NORTH 22°30'23" EAST 424.92

FEET; THENCE NORTH 20°00' EAST 44.34 FEET; THENCE NORTH 67°45' WEST 1098.55 FEET; THENCE SOUTH 36°59'19" EAST 65.24 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 9:

BEGINNING AT THE NORTHEAST CORNER OF LOT 246, EAST PARK, PLAT II, A SUBDIVISION, A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 25°11'51" WEST 204.88 FEET; THENCE SOUTH 18°23'00" WEST 166.300 FEET; THENCE SOUTH 51°54' EAST 105.37 FEET; THENCE SOUTH 2°33'16" EAST 164.184 FEET; THENCE NORTH 66°14'06" EAST 142.90 FEET; THENCE SOUTH 83°20' EAST 109.04 FEET; THENCE NORTH 44°29' EAST 161.00 FEET; THENCE NORTH 37°41'35" EAST 245.58 FEET; THENCE NORTH 44°29' EAST 110.00 FEET; THENCE SOUTH 42°28'18" EAST 182.08 FEET; THENCE NORTH 34°04'38" EAST 248.00 FEET; THENCE NORTH 22°30'23" EAST 54.67 FEET; THENCE NORTH 67°45' WEST 878.87 FEET; THENCE SOUTH 15°00' WEST 87.00 FEET; THENCE SOUTH 51°30' WEST 100.00 FEET; THENCE SOUTH 31°18'05" EAST 196.345 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 10:

BEGINNING AT THE NORTHEAST CORNER OF LOT 123, EAST PARK PLAT #1, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RUNNING THENCE; NORTH 65° 58' 06" EAST 100 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 249, EAST PARK PLAT #2, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RUNNING THENCE SOUTH 30° 32' EAST 220.00 FEET THENCE; WESTERLY 99.64 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID LOT 123, THENCE; NORTH 30° 48' WEST 240.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 11:

BEGINNING AT A POINT WHICH IS NORTH 66° 14' 06" EAST 100 FEET FROM THE NORTHEAST CORNER OF LOT 249 EAST PARK PLAT #2; THENCE NORTH 66° 14' 16" EAST 52.3 FEET; THENCE SOUTH 83° 20' EAST 60 FEET; THENCE SOUTH 30° 32' EAST 220 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 254, EAST PARK PLAT #2, THENCE SOUTH 70° 39' 19" WEST ALONG SAID NORTH LINE 100 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 30° 32' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 30° 32' WEST 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 12:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 253, EAST PARK PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 2, 1966 AS ENTRY NO. 89492 IN BOOK 56 AT PAGE NO. 244 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER; AND RUNNING THENCE NORTH 41° 13' 44" WEST 210.00 FEET; THENCE NORTH 44° 29' EAST 110.00 FEET; THENCE SOUTH 40° 14' 19" EAST 190.35 FEET; THENCE SOUTH 56° 56' EAST 474.50 FEET; THENCE SOUTH 45° 15' WEST 235.29 FEET; THENCE NORTH 41° 13' 44" WEST 443.33 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 13:

BEGINNING NORTH 34° 04' 38" EAST 110 FEET FROM THE NORTHERLY CORNER OF LOT 253, EAST PARK SUBDIVISION, PLAT 2, SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 34° 04' 38" EAST 248 FEET; THENCE SOUTH 45° EAST 511.87 FEET; THENCE SOUTH 45° 15' WEST 145.39 FEET; THENCE NORTH 56° 56' WEST 474.5 FEET TO THE PLACE OF BEGINNING.

EXCEPTION PARCEL NO. 14:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST; RUNNING THENCE NORTH 168 FEET; THENCE WEST 650 FEET; THENCE SOUTH 168 FEET; THENCE EAST 650 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 15:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST.

EXCEPTION PARCEL NO. 16:

BEGINNING AT THE NORTHEAST CORNER OF LOT 256, EAST PARK, PLAT 2, SHEET 2, A RECORDED SUBDIVISION, BEING A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 2163.47 FEET AND WEST 3690.05 FEET FROM THE SOUTHEAST CORNER OF AFORESAID SECTION 13; AND RUNNING THENCE SOUTH 60°30'00" EAST 1855.54 FEET; THENCE NORTH 29°30'00" EAST 457.45 FEET; THENCE NORTH 60°30'00" WEST 2062.18 FEET; THENCE SOUTH 20°57'00" EAST 225.00 FEET; THENCE SOUTH 23°28'34" WEST 315.919 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 17:

BEGINNING AT THE NORTHEAST CORNER OF LOT 256, EAST PARK, PLAT 2, SHEET 2, A RECORDED SUBDIVISION, BEING A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 2163.47 FEET AND WEST 3690.05 FEET FROM THE SOUTHEAST CORNER OF AFORESAID SECTION 13; AND RUNNING THENCE SOUTH 60°30' EAST 1856.21 FEET; THENCE SOUTH 29°30' WEST 465.00 FEET; THENCE NORTH 60°30' WEST 938.21 FEET; THENCE NORTH 66°42'51" WEST 776.31 FEET; THENCE NORTH 11°58'25" EAST 269.934 FEET; THENCE NORTH 16°56'29" EAST 298.776 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 18:

BEGINNING NORTH 89°10'25" EAST 1540.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE MERIDIAN; THENCE NORTH 26° WEST 729.12 FEET; THENCE NORTH 89°10'25" EAST 1469.51 FEET; THENCE SOUTH 45°49'35" EAST 585.48 FEET; THENCE SOUTH 00°49'35" EAST 246 FEET; THENCE SOUTH 89°10'25" WEST 1573.37 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 19:

BEGINNING NORTH 89°10'25" EAST 328.20 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 02°56'05" WEST 358.604 FEET; THENCE NORTH 72°24' EAST 306.231 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF EAST PARK, PLAT II, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, WASATCH COUNTY, UTAH, AS RE-TRACED; THENCE ALONG THE SUBDIVISION BOUNDARY LINE THE FOLLOWING FOUR COURSES: 1) SOUTH 54° EAST 110 FEET; 2) THENCE NORTH 87°22'42" EAST 205.2 FEET; 3) THENCE EAST 169.2 FEET; 4) THENCE NORTH 159.6 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY LINE NORTH 35° EAST 88 FEET; THENCE NORTH 13°25' WEST 98.81 FEET; THENCE NORTH 80°12'06" EAST 95.84 FEET; THENCE SOUTH 56°00' EAST 70.00 FEET; THENCE SOUTH 83°28'48" EAST 170.32 FEET; THENCE NORTH 16°52'26" EAST 61.64 FEET; THENCE SOUTH 84°47'13" EAST 134.39 FEET; THENCE SOUTH 15°46'21" WEST 366.64 FEET; THENCE SOUTH 26°00' EAST 397.80 FEET; THENCE SOUTH 89°10'25" WEST 1211.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 20:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 87°23'04" EAST 1617.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13 (BRASS CAP); THENCE NORTH 26°00'00" WEST A DISTANCE OF 340.416 FEET; THENCE NORTH 15°46'21" EAST A DISTANCE OF 366.640 FEET; THENCE NORTH 84°47'13" WEST A DISTANCE OF 134.390 FEET; THENCE NORTH 16°52'26" EAST A DISTANCE OF 2.132 FEET; THENCE NORTH 89°10'25" EAST A DISTANCE OF 880.956 FEET; THENCE SOUTH 00°49'35" EAST A DISTANCE OF 653.504 FEET; THENCE SOUTH 87°23'04" WEST ALONG SAID SOUTH LINE AS SHOWN ON THAT CERTAIN EAST PARK SUBDIVISION RE-TRACEMENT SURVEY FILING NO. OWC-024-013-3-0541, FILING DATE AUGUST 28, 1996, BY RICHARD K. JOHANSON, A DISTANCE OF 708.243 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 21:

BEGINNING AT A POINT NORTH 87°23'04" EAST 1237.305 FEET AND NORTH 654.688 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, (BRASS CAP), TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 56°00'00" EAST, A DISTANCE OF 10.718 FEET; THENCE SOUTH 83°28'48" EAST, A DISTANCE OF 170.320 FEET; THENCE NORTH 16°52'26" EAST, A DISTANCE OF 61.640 FEET; THENCE NORTH 16°52'26" EAST, A DISTANCE OF 2.132 FEET; THENCE SOUTH 89°10'25" WEST, A DISTANCE OF 212.551 FEET; THENCE SOUTH 26°00'00" EAST, A DISTANCE OF 36.301 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 22:

BEGINNING NORTH 1523.32 FEET AND EAST 427.14 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 12°07' WEST 273.01 FEET; THENCE SOUTH 57°19'41" EAST 350.32 FEET; THENCE SOUTH 71°52' WEST 299.30 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 23:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 87°23'04" EAST 2626.95 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13; AND SOUTH 87°23'04" WEST 301.609 FEET ALONG SAID SOUTH LINE AS SHOWN ON THAT CERTAIN EAST PARK SUBDIVISION RE-TRACEMENT SURVEY FILING NO. OWC-024-013-3-0541, FILING DATE AUGUST 28, 1996, BY RICHARD K. JOHANSON; THENCE ALONG SAID SOUTH LINE OF SECTION 13, NORTH 87°23'04" EAST 301.609 FEET; THENCE SOUTH 89°08'20" EAST 488.71 FEET; THENCE NORTH 00°49'35" WEST 244.483 FEET; THENCE NORTH 45°49'35" WEST 585.48 FEET; THENCE SOUTH 89°10'25" WEST 376 FEET; THENCE SOUTH 00°49'35" EAST 653.504 FEET TO THE POINT OF BEGINNING.

WASATCH COUNTY TAX SERIAL NO. OWC-0010-0

**EXHIBIT B
EAST PARK PARCEL**

Parcel 13

Beginning at the Northwest Corner of Lot 251, East Park, Plat II, said point also being South 88° 51' 36" East 1027.125 feet and South 35° 59' 19" East 647.868 feet from the Northwest Corner of Section 13, Township 2 South, Range 4

East, Salt Lake Base & Meridian; and running thence South 34° 42' 09" East 140.363 feet; thence South 15° 00' 00" West 363.00 feet; thence South 67° 45' East 878.87 feet; thence North 22° 30' 23" East 424.92 feet; thence North 20°

00' East 44.34 feet; thence North 67° 45' West 1098.55 feet; thence South 36° 59' 19" East 65.24 feet to the point of beginning.

Wasatch County Tax Serial Number: OWC-0017-0

Parcel 14

Beginning at a point South 88° 48' East 1570 feet and South 01° 00' West 80.00 feet, from the Northwest corner of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Running thence; South 67° 45' East 1043.55

feet, thence South 22° 15' West 417.42 feet. Thence North 67° 45' West 1043.55 feet, thence North 22° 15' East 417.42 feet to the point of beginning.

Wasatch County Tax Serial Number: OWC-0025-0

EXHIBIT C
ACCESS EASEMENT DESCRIPTION
JORDANELLE PARKWAY TO EAST PARK PARCEL

THAT CERTAIN REAL PROPERTY AND SITUATED IN WASATCH COUNTY, UTAH AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 428.53 FEET NORTH 00°01'46" WEST AND 446.67 FEET NORTH 88°18'27" WEST FROM THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BRASS CAP MONUMENT FOUND; SAID POINT BEING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF THE JORDANELLE PARKWAY; THENCE RUNNING THENCE NORTH 28°00'03" WEST 36.47 FEET TO THE POINT OF CURVATURE OF A 95.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 95.0 FOOT RADIUS CURVE 172.26 FEET (CHORD BEARS NORTH 23°56'44" EAST 149.61 FEET); THENCE NORTH 75°53'31" EAST 195.02 FEET TO THE POINT OF CURVATURE OF A 330.0 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 330.0 FOOT RADIUS CURVE 339.45 FEET (CHORD BEARS NORTH 41°12'53" EAST 375.51 FEET); THENCE NORTH 06°32'15" EAST 146.35 FEET; THENCE NORTH 83°27'45" WEST 170.06 FEET; TO THE POINT OF CURVATURE OF A 370.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 370.0 FOOT RADIUS CURVE 228.28 FEET (CHORD BEARS NORTH 65°47'15" WEST 224.68 FEET); THENCE NORTH 48°06'45" WEST 73.19 FEET; THENCE SOUTH 41°53'15" WEST 85.94 FEET; THENCE SOUTH 45°17'54" EAST 60.07 FEET; THENCE NORTH 41°53'15" EAST 10.92 FEET TO THE POINT OF CURVATURE OF A 18.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 18.0 FOOT RADIUS CURVE 28.08 FEET (CHORD BEARS NORTH 86°34'47" EAST 25.32 FEET) TO THE POINT OF CURVATURE OF A 430.0 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 430.0 FOOT RADIUS CURVE 260.68 FEET (CHORD BEARS SOUTH 66°05'43" EAST 256.71 FEET); THENCE SOUTH 83°27'45" EAST 95.06 FEET TO THE POINT OF CURVATURE OF A 15.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 15.0 FOOT RADIUS CURVE 23.56 FEET (CHORD BEARS SOUTH 38°27'45"

EAST 21.21 FEET); THENCE SOUTH $06^{\circ}32'15''$ WEST 71.35 FEET TO THE POINT OF CURVATURE OF A 270.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 270.0 FOOT RADIUS CURVE 326.83 FEET (CHORD BEARS SOUTH $41^{\circ}12'53''$ WEST 307.23 FEET); THENCE SOUTH $75^{\circ}53'31''$ WEST 195.02 FEET TO THE POINT OF CURVATURE OF A 155.0 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 155.0 FOOT RADIUS CURVE 281.06 FEET (CHORD BEARS SOUTH $23^{\circ}56'44''$ WEST 244.10 FEET); THENCE SOUTH $28^{\circ}00'03''$ EAST 36.46 FEET; TO THE NORTHWESTERLY RIGHT OF WAY OF SAID JORDANELLE PARKWAY SAID POINT BEING ON THE POINT OF CURVATURE OF A NON-TANGENT 627.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 627.50 FOOT RADIUS CURVE 60.02 FEET, WHICH SAID CURVE FOLLOWS THE NORTHWEST RIGHT OF WAY OF THE JORDANELLE PARKWAY (CHORD BEARS NORTH $62^{\circ}00'10''$ EAST 60.0 FEET) TO THE POINT OF BEGINNING.

WASATCH COUNTY TAX SERIAL NO. OWC-0010-0

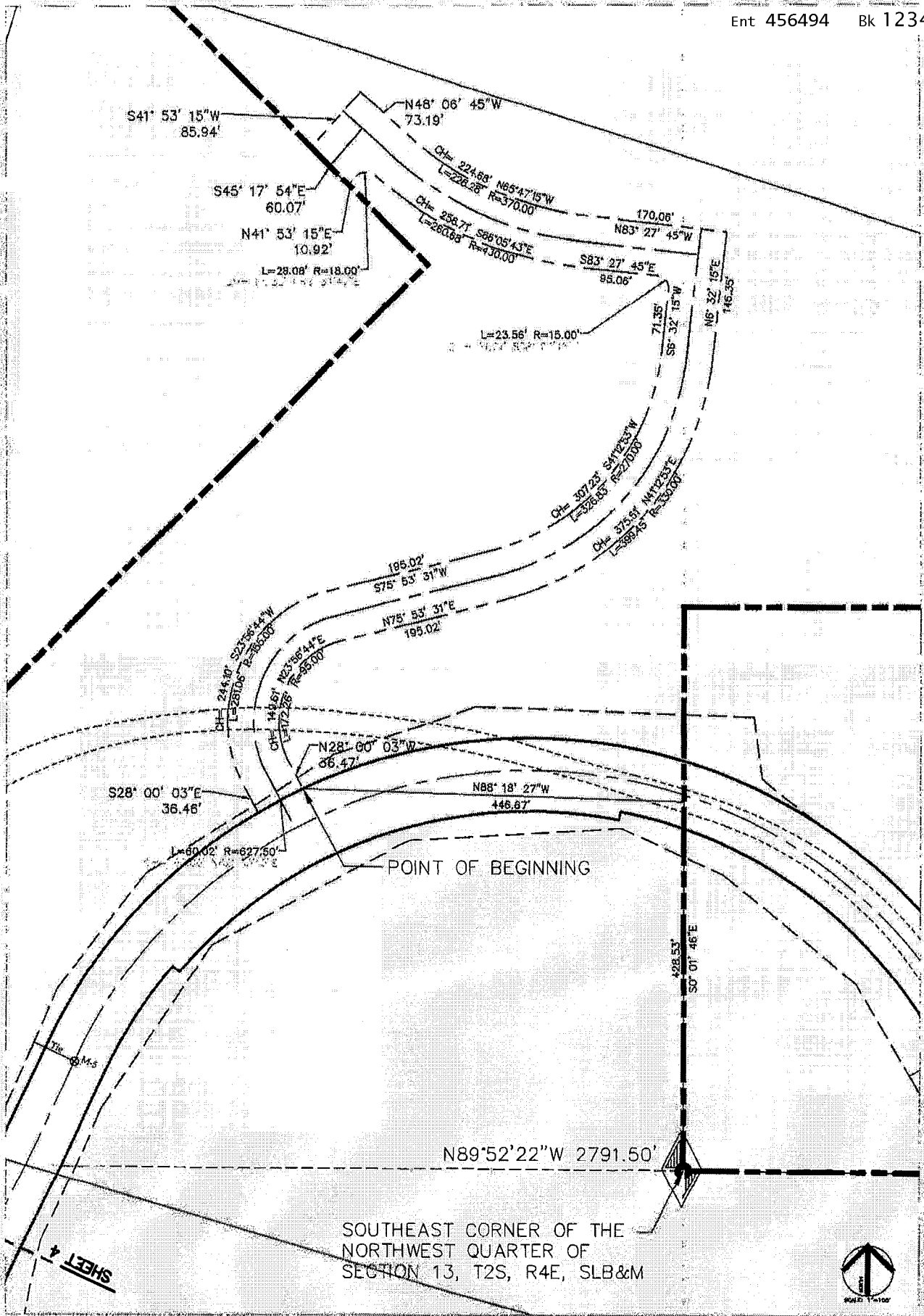


EXHIBIT C
ACCESS EASEMENT
JORDANELLE PARKWAY TO EAST PARK PARCEL



Jack
 Johnson
 Consulting

