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Carri R. Jeffries, Iron County Recorder - Page 1 of 16

11/02/2023 03:59:26 PM By: FARNSWORTH JOHNSON PLLC

RETURN RECORDED DOCUMENT TO:

ENOCH PROPERTY HOLDINGS, LLC

Attn: Richard Ellsworth

1825 N. 1200 E.

Lehi, UT 84043

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

FOR

ENOCH PROPERTY HOLDINGS MINOR SUBDIVISION

ENOCH, UTAH

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS (this “**Agreement**”), is made and entered this ___ day of October, 2023, by **ENOCH PROPERTY HOLDINGS, LLC**, a Utah limited liability company (“**Developer**”).

This Agreement is entered into on the basis of the following facts, understandings and intentions of the Parties:

A. These Recitals refer to and utilize certain capitalized terms which are defined in this Agreement. Developer intends to refer to those definitions in conjunction with the use thereof in these Recitals.

B. Developer is the owner of four (4) parcels of real property located in the City of Enoch, County of Iron, State of Utah, and described in Exhibit “A” attached hereto (each a “**Parcel**” and collectively, “**Parcels**” or the “**Minor Subdivision**”) and shown and delineated on the recorded plat map.

C. Developer (and/or its successors and assigns) will cause to be constructed and thereafter to operate or cause to be operated one or more buildings and other improvements on the Minor Subdivision.

D. To effect the further common development, use and operation of the Minor Subdivision, Developer desires to impose certain covenants and agreements as part of a general plan for beneficial use of the Parcels.

NOW, THEREFORE, in consideration of foregoing Recitals and the covenants and agreements contained herein the Developer declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, charges and liens (sometimes referred to as “covenants and restrictions”) hereinafter set forth.

1. Definitions.

1.1 Defined Terms. Each reference in this Agreement to any of the following terms shall have the meaning set forth below.

1.2 Affiliate. The term “**Affiliate**” means, with respect to any Person, any other Person directly or indirectly, controlling, controlled by, or under common control with such Person. For purposes of this definition, “control” (including with correlative meanings, the term “controlling”, “controlled by” and “under common control with”), as applied to any Person, means the possession of a legal and equitable interest in the Person sufficient to grant the power to direct or cause the direction of the management and policies of that Person.

1.3 Intentionally Deleted.

1.4 Building or Buildings. The term “**Building**” or “**Buildings**” mean the buildings located or to be located on the respective Parcels, as the same may exist from time to time including any replacements thereof.

1.5 Developer. The term “**Developer**” means (i) Enoch Property Holdings, LLC, while and for so long as it owns fee title to all or any Parcel, and (ii) in the event Enoch Property Holdings, LLC, ceases to own fee title to any Parcel, the “**Developer**” then there shall be no more approval rights under this Agreement.

1.6 Indemnify. The term “**Indemnify**” means indemnify, defend, with counsel reasonably satisfactory to the indemnitee, and protect and hold harmless the other Person, and such other Person’s officers, directors, agents, servants, employees, partners, and Affiliates from and against all loss, claims, liability, cost or expense (including the reasonable attorneys’ fees) (collectively, “**Claims**”) incurred by the indemnitee as a result of or caused by the matter which is the subject of the indemnity, but excluding Claims arising in whole or in part from the active negligence or intentional wrongdoing of the indemnitee, or its officers, directors, agents, servants, employees, partners, or Affiliates. The indemnitee shall give the indemnitor prompt notice of any suit, action or proceeding with respect to which the indemnitee is entitled to indemnification pursuant to this Agreement. Failure to give such notice shall not, however, in any manner negate or invalidate the obligation to provide such indemnity, except to the extent the indemnitor is prejudiced thereby.

1.7 Mortgage and Mortgagee. The term “**Mortgage**” means an indenture of first mortgage or first deed of trust on a Parcel. The term “**Mortgagee**” means either: (i) the mortgagee under a Mortgage, or (ii) the trustee and beneficiary under a Mortgage. The term “**Mortgagee**” shall not refer to any of the foregoing Persons when in possession of the Parcel of any Party.

1.8 Occupant. The term “**Occupant**” means each Party and any Person or Persons from time to time entitled to the use and occupancy of any portion of any Parcel by ownership thereof or under any lease, license or concession agreement, or other instrument or arrangement under which the Occupant acquires its right to such use and occupancy.

1.9 Parcel. The term “**Parcel**” means each legally subdivided subdivision lot.

1.10 Parcel Owner. The term “**Parcel Owner**” means each fee title owner of each respective subdivision lot.

1.12 Party. The term “**Party**” shall mean each signatory hereto and, after compliance with Article 13 hereof successors and/or assigns who become an owner of any portion each respective Parcel.

1.13 Person or Persons. The term “**Person**” or “**Persons**” means individuals, partnerships, firms, associations, corporations, limited liability companies, trusts, governmental agencies, administrative tribunals, or any other form of business or legal entity.

1.14 Separate Agreement. The term “**Separate Agreement**” means any separate agreement to be entered into, from time to time, among any of the Parties whereby such Parties set forth certain agreements not set forth herein.

1.15 Users. The term “**Users**” means all Occupants and their respective officers, partners, directors, licensees, invitees, customers, contractors, agents, and concessionaires.

1.16 Certain Other Terms. Certain other terms shall have the meaning set forth elsewhere in this Agreement for each such term.

2. Property Subject To This Declaration.

2.1 Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Enoch, Iron County, Utah, and is more particularly described on Exhibit “A” attached hereto, all of which real property shall hereinafter be referred to as “Property.”

3. Covenants Regarding Parcel Use and Operation.

3.1 Uses. No Parcel nor any part thereof shall be used, and no building or other improvement shall be constructed, maintained or used, except for retail, office and commercial service uses common to a first-class commercial center in the State of Utah, or as provided for in Section 3.3(a) unless otherwise approved by Developer.

3.2 Building Upkeep and Maintenance. Each Party shall, without cost or expense to any other Party, provide for appropriate upkeep and maintenance for the exterior of the Buildings and other improvements of its Parcel so as to ensure that the each part thereof, is maintained in a first-class manner and retains at all times the appearance of a first class commercial center. Such upkeep and maintenance shall also include the prompt removal of graffiti or other defacement from building exterior surfaces.

3.3 Prohibited Operations and Nuisances.

(a) Limitation on Detrimental Characteristics. No use or operation will be made, conducted or permitted on any part of the Minor Subdivision, which use or operation is clearly objectionable to the development or operation of the Minor Subdivision as a first class commercial center.

4. General Construction Requirements.

4.1 Plan Approval.

(a) **Building Area Plans.** Any initial construction or subsequent alteration of any Buildings or other improvements shall be made, in each instance, only in accordance with Final Plans therefor first approved in writing by Developer. Without limiting the foregoing, each Party shall be required to obtain Developer's prior written approval of all of the following matters respecting the Buildings or other improvements located on such Party's Parcel: (i) the maximum size and height of its Buildings and other improvements, (ii) the configuration and location of its Buildings and other improvements on its Parcel, and (iii) the exterior elevations, design and treatment of its Buildings and other improvements. In all cases, the exterior elevations, design and treatment of its Buildings and other improvements and any additions, enlargement, renovations, alternations or improvements thereto must be architecturally harmonious, in Developer's reasonable opinion, with the exterior design and treatment of the improvements constructed (or to be constructed) within the subdivision.

(b) **Final Plans.** As used herein, the term "Final Plans" shall mean, as applicable, the plans and specifications approved by Developer in writing for each of Buildings and other improvements.

4.2 Indemnification By Parties. Each Party shall Indemnify each other Party from any and all Claims arising by reason of injury to or death of persons, damage to property of Persons or liens for work or labor performed, materials or supplies furnished arising out of or in connection with use by the indemnifying Party of the covenants or restrictions granted hereunder or otherwise supplied or obtained for the benefit of such Party's Parcel, the exercise by such Party of the rights granted to it in this Agreement, or the performance by such Party of its obligations under this Agreement. Any Party may contest any lien or claim of lien asserted against such Party, or the Parcel affected by such Party's use of any of the covenants, restrictions or rights granted hereunder, or the exercise by such Party of the rights granted to it in this Agreement; provided, however, that such Party shall pay and fully discharge any such claim of lien within five (5) days after entry of final judgment adverse to such Party in any action to enforce or foreclose the same. For purposes of this Section 4.2, a judgment shall be deemed final when it can be enforced by execution or judicial sale, and no such judgment shall be considered final for the purposes hereof during the pendency of a stay of execution in connection with an appeal. If a Party contests a claim of lien, then upon the written request of any other Party, the contesting Party shall promptly take one or more of the following actions as shall be required to induce a title insurance company insuring the requesting Party's Parcel chosen by such Party to issue its policy of title insurance not showing the lien claim as an exception to title to the affected Parcel: (i) record a bond of a responsible corporate surety of such kind and in such amount as may be required to release the lien from the affected Parcel, (ii) post security in the amount of the Claim, plus estimated costs and interests, or (iii) provide such indemnities as such title insurance company may require.

5. **Hazardous Materials.**

5.1 Certain Definitions. For purposes hereof, the following terms shall have the following meanings:

(a) **Environmental Laws.** All statutes, ordinances, orders, rules and regulations of all federal, state or local governmental agencies relating to the use, generation, manufacture, installation, release, discharge, storage or disposal of Hazardous Materials as they relate to the Minor Subdivision.

(b) **Hazardous Materials.** Petroleum, asbestos, polychlorinated biphenyls, radioactive materials, radon gas or any chemical, material or substance defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous waste", "restricted hazardous waste" or "toxic substances", or words of similar import under any Environmental Laws, including Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.) and the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.) Sections 25115, 25117, 25122.7, 25140, 25249.8, 25281.

(c) **Regulation of Use.** No Party shall use, or allow use of, Hazardous Materials on, about, under or in its Parcel, except as part of the ordinary course of such Party's business in the construction and operation of a commercial Building. In the event of a release in, about, under or on the Parcels, or any portion thereof, of any Hazardous Materials, the Party responsible therefor shall immediately take such remedial actions as may be necessary to clean up the same as may be required by and in accordance with the requirements of Environmental Law. Each Party, and any Occupant of that Party's Parcel, shall use, handle and store any Hazardous Materials hereunder in accordance with the applicable requirements of Environmental Laws.

6. **Rights Upon Default.**

6.1 Legal and Equitable Relief. Each Party shall have the right to prosecute any proceedings at law or in equity against any other Party, or any other Person, violating, attempting to violate, threatening to violate, or defaulting upon any of the provisions contained in this Agreement, in order to prevent the violating or defaulting Party or any such Person from violating, attempting to violate, threatening to violate or defaulting upon the provisions of this Agreement and to recover damages for any such violation or default. The remedies available under this Section 6.1 shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, actions for declaratory relief and actions for specific performance of this Agreement.

7. **Effect of Breach; Mortgages.**

7.1 **No Termination.** The breach of this Agreement shall not entitle any Party or Person to cancel, rescind or otherwise terminate this Agreement, or any conditions, covenants, or restrictions hereunder.

7.2 **Mortgagee Protection.** This Agreement, and the rights, privileges, covenants, and agreements hereunder with respect to each Party and Parcel, shall be superior and senior to any lien placed upon any Parcel, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the covenants, restrictions, and conditions and other provisions, terms and conditions contained in this Agreement shall be binding upon and effective against any Person (including any Mortgagee) who acquires title to any Parcel, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

8. **Release on Sale of Interest.**

8.1 **Sale or Transfer by Any Party.** Upon the assignment, conveyance, sale or other transfer by any Party of its right, title and interest in its Parcel (or any legally subdivided portion thereof), that Party shall be released from the obligations of this Agreement as a Party with respect to such transferred Parcel (or any legally subdivided portion thereof) arising subsequent to the effective date of such sale or transfer (other than those obligations arising from any default by such Party in the performance of any provision of this Agreement prior to such sale or transfer, including payment of any amounts which may then be due and owing under this prior to such sale or transfer).

8.2 **Personal Liability of Transferee.** In no event shall any transferee of any Party be personally liable for any default under this Agreement of the transferring Party which occurred prior to the effective date of the transfer of any right, title and interest in the affected Parcel to the transferee; provided, however, that nothing contained in this Section 8.2 shall affect the rights of any Party to invoke any other right or remedy which may be available in equity in order to enforce the provisions of this Agreement against the Parcel of the transferring Party, nor shall this Section 8.2 affect the obligation of such transferee to cure any conditions constituting a default which continue after the transfer has been effected.

9. **Covenants.**

9.1 **Covenants Run With the Land.** All of the provisions, agreements, rights, powers, covenants, conditions and obligations contained in this Agreement shall be binding upon the Parties, their respective heirs, successors (by merger, consolidation or otherwise) and assigns, devisees, administrators, representatives, lessees and all other Persons acquiring any Parcel, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the Parties, and their respective heirs, successors (by merger, consolidation or otherwise) and

assigns as Parties determined under this Agreement. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law. It is expressly acknowledged that each covenant to do or refrain from doing some act on each Parcel hereunder (i) is for the benefit of each other Parcel and is a burden upon each other Parcel, (ii) runs with each Parcel, and (iii) shall be binding upon each Party and each successive owner during its ownership of each Parcel, or any portion thereof, and each Person having any interest therein derived in any manner through any owner of any Parcel, or any portion thereof, and shall benefit each Party and its Parcel and each other Person becoming a Party and its interest in its Parcel.

9.2 Recordation. This Agreement shall become effective and binding upon the Parties in accordance with the provisions of this Article 9 upon recordation of this Agreement in the office of the County Recorder of Iron, Utah. Recordation shall be effected by Developer.

10. Miscellaneous.

10.1 Negation of Partnership; No Third Party Beneficiary Rights. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise. This Agreement is not intended nor shall it be constructed to create any third party beneficiary rights in any Person who is not a Party, unless expressly otherwise provided.

10.2 Termination and Amendment.

(a) **Amendment.** Except as otherwise specified in this Agreement, this Agreement may be cancelled, changed, modified or amended in whole or in part only by written and recorded instrument executed by a vote of at least three of the Parcels Owners, provided, however, if Developer owns any Parcels, then Developer must be one of the affirmative votes for an amendment to be valid.

(b) **Term of Agreement.** Notwithstanding any other provision of this Agreement to the contrary and unless previously terminated in its entirety or as to a Party's Parcel, all the provisions hereof shall terminate upon the earlier of (x) Developer selling all of its interest in all of the Parcels or (y) the 25th anniversary date of the recording of this Agreement in the Iron County Recorder's Office.

10.3 Approvals. Unless otherwise herein provided, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of any Party pursuant to this Agreement (or any Exhibit hereto), such approval shall not be unreasonably withheld. Unless provision is made for a specific time period, approval shall be deemed given within thirty (30) days after receipt of the written request for approval, and if a Party shall neither approve nor disapprove within such thirty (30) day period, or other time period as may be specified in this Agreement or Exhibit hereto for

approval, that Party shall then be deemed to have given its approval. Whenever under this Agreement approval may not be unreasonably withheld, and a Party shall disapprove, the reasons therefor shall be stated by such Party in reasonable detail in writing. Approval by a Party to or of any act or request by any other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

10.4 First-Class. The term "first-class" when used in this Agreement in connection with the development, maintenance, operation or condition of the commercial center, or any portion thereof, shall refer to a comparative standard of quality judged in accordance with other similar well maintained commercial centers within the State of Utah.

10.5 Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Minor Subdivision, or of any Parcel, or portion thereof, to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Parties that this Agreement be strictly limited to and for the purposes herein expressed for the development, maintenance and operation of a private commercial center on private property solely for the benefit of the Parties. Pursuant to the provisions of this Section 10.5, and notwithstanding any other provision to the contrary herein contained, any Party shall have the right to prevent or prohibit the use of its Parcel, or any portion thereof, by any Person, including Users, for any purpose inimical to the operation of an integrated first-class private commercial center for retail and commercial purposes as contemplated by this Agreement.

10.6 Excusable Delays. If any performance required of a Party hereunder is delayed at any time by acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, or damage to work in progress by reason of fire or other casualty, or other cause beyond the reasonable control of a Party (financial inability, imprudent management or negligence excepted), then the time for performance as herein specified shall be appropriately extended by the amount of the delay actually so caused.

10.7 Severability. Invalidation of any of the provisions in this Agreement, or of the application thereof to any Person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

10.8 Exhibits. The Exhibits listed in the Table of Contents to which reference is made herein are deemed incorporated into this Agreement in their entirety by reference thereto.

10.9 Notices. Any notice to any Party given under this Agreement shall be in writing and given by delivering the same to such Party in person, by overnight courier or express service, or by sending the same by registered or certified mail, return receipt

requested, with postage prepaid, to such Party. The address of each Party for the giving of notices hereunder (whether by mail or personal delivery) is, until changed as hereinafter provided, the following:

ENOCH PROPERTY HOLDINGS, LLC
Attn: Richard Ellsworth
1825 N 1200 E
Lehi, UT 84043

Any Party may change its notice address at any time by giving written notice of such change to the other Parties in the manner provided herein at least ten (10) days prior to the date such change is effected. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected at the address for such Party as herein specified or, if mailed, on the delivery date or attempted delivery date at such Party's address hereunder as shown on the return receipt.

10.10 Entire Agreement. This written Agreement and the Exhibits hereto and any Separate Agreement(s) of the Parties contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this Agreement and Exhibits hereto.

10.11 Interpretation; Captions. The captions preceding the text of each Article, Section, subsection and the Table of Contents hereof and Paragraphs of Exhibits, are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement.

10.12 References. All references herein to a given Article, Section, subsection or Exhibit refer to the Article, Section, subsection or Exhibit of this Agreement.

10.13 Litigation Expenses.

(a) **Payment to Prevailing Party.** If any Party shall bring an action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) against any other Party by reason of the breach or alleged violation of any covenant, term or obligation hereof, or for the enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or proceeding shall be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which shall be payable whether or not such action is prosecuted to judgment.

(b) **Attorneys' Fees in Third Party Litigation.** If any Party is required to defend any action or proceeding with a third party (including, without limitation, any cross-complaint, counterclaim or third party claim) because of any other Party's breach of this Agreement and such Party is the prevailing party in such action or

proceeding, then such Party shall be entitled to reasonable attorneys' fees from such other Party.

10.14 Time. Time is of the essence of this Agreement and each and every provision hereof.

10.15 Estoppel Certificate. Each Party severally covenants that upon written request of any other Party, it will issue to such other Party, or to any Mortgage, or any other Person specified by such requesting Party, an estoppel certificate stating to the best of its knowledge: (i) whether the Party or signatory to whom the request has been directed knows of any default under this Agreement and any Separate Agreement, and if there are known defaults, specifying the nature thereof; (ii) whether this Agreement or any Separate Agreement have been assigned, modified or amended in any way (and if it has, then stating the nature thereof) and that this Agreement and any Separate Agreement represent the entire agreement between such Parties; and (iii) that this Agreement, any Separate Agreement and any other agreement specifically identified as of that date are in full force and effect. A Party delivering such certificate shall not have any liability to any other Person arising out of any inaccuracy or omission of information in or from such certificate, but such Party shall be estopped from taking a position against the Party to whom such certificate was delivered which is inconsistent with the statement made in the certificate.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the day and year first above written.

ENOCH PROPERTY HOLDINGS, LLC,
a Utah limited liability company

By: *Richard Ellsworth*
Name: Richard Ellsworth
Its: Manager

STATE OF UTAH)

COUNTY OF UTAH)

On October 20, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Ellsworth, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Debra H Harris* (Seal)

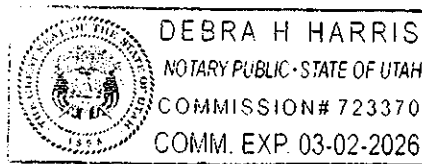


EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL I DESCRIPTION: A PART OF A-0841-0009-0000

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°17'12"W, ALONG THE SECTION LINE, 725.51 FEET; THENCE S00°07'06"W, 218.33 FEET TO THE POINT OF BEGINNING; SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF 450 EAST STREET; THENCE DEPARTING SAID LINE AND RUNNING N89°17'12"W, 235.60 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF 410 EAST STREET; THENCE N00°09'51"E, ALONG SAID RIGHT-OF-WAY LINE, 165.14 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 90°32'57"; THENCE NORTHEASTERLY ALONG SAID CURVE, 31.61 FEET TO A POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF 4800 NORTH STREET (MIDVALLEY ROAD); THENCE S89°17'12"E, ALONG SAID LINE, 215.26 FEET TO THE NORTHWEST CORNER OF 450 EAST STREET; THENCE S00°07'06"W, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID STREET, 185.33 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES.

SUBJECT TO PUBLIC UTILITIES EASEMENTS DESCRIBED AS FOLLOWS:

10.00 FOOT WIDE PUBLIC UTILITIES EASEMENTS ALONG THE NORTH PROPERTY LINE ADJACENT TO 4800 NORTH STREET (MIDVALLEY ROAD), THE EAST PROPERTY LINE ADJACENT TO 450 EAST STREET, AND THE WEST PROPERTY LINE ADJACENT TO 410 EAST STREET.

ALSO SUBJECT TO AND TOGETHER WITH THAT PORTION OF AN EXISTING 40.00 FOOT WIDE RIGHT-OF-WAY SEWER EASEMENT ALONG THE EASTERLY PROPERTY LINE AS DESCRIBED IN THAT CERTAIN DOCUMENT No. 00340878, IN BOOK 508, AT PAGES 685-686, OFFICIAL IRON COUNTY RECORDS.

ALSO SUBJECT TO AN EXISTING DIXIE POWER COMPANY EASEMENT ALONG THE EASTERLY PROPERTY LINE RUNNING ALONG AN EXISTING OVERHEAD POWER LINE, AS SET FORTH IN BOOK A-6 AT PAGE 112, OFFICIAL IRON COUNTY RECORDS. NOTE: SAID EASEMENT DOES NOT DEFINE A WIDTH OR EXACT LOCATION FOR SAID POWER LINE.

PARCEL 2 DESCRIPTION: A PART OF A-0841-0009-0000

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN: THENCE N89°17'12"W, ALONG THE SECTION LINE, 725.51 FEET; THENCE S00°07'06"W, 218.33 FEET TO THE POINT OF BEGINNING; SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF 450 EAST STREET; THENCE CONTINUING S00°07'06"W, ALONG SAID RIGHT-OF-WAY LINE, 314.12 FEET TO THE SOUTHWEST CORNER OF SAID ROADWAY; THENCE S89°24'05"E, ALONG THE SOUTH LINE OF SAID ROADWAY AND ITS EASTERLY PROJECTION, 50.53 FEET; THENCE S00°06'54"W, 270.90 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF HOMESTEAD BOULEVARD; THENCE N89°17'12"W, ALONG SAID LINE, 572.67 FEET TO A POINT LOCATED ON AN EXISTING FENCE LINE ACCEPTED AS THE EAST RIGHT-OF-WAY LINE OF UTAH STATE ROUTE-130; THENCE N00°04'09"E, ALONG SAID RIGHT-OF-WAY FENCE LINE, 382.30 FEET; THENCE DEPARTING SAID LINE AND RUNNING S89°17'12"E, 236.69 FEET; THENCE N00°09'51"E, 18.72 FEET TO THE SOUTHWEST CORNER OF 410 EAST STREET; THENCE S89°17'12"E, ALONG THE SOUTH LINE OF SAID STREET, 50.00 FEET TO THE SOUTHEAST CORNER OF SAID STREET; THENCE N00°09'51"E, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID STREET, 183.90 FEET; THENCE DEPARTING SAID LINE AND RUNNING S89°17'12"E, 235.60 FEET TO THE POINT OF BEGINNING. CONTAINING 6.02 ACRES.

SUBJECT TO PUBLIC UTILITIES EASEMENTS DESCRIBED AS FOLLOWS:

10.00 FOOT WIDE PUBLIC UTILITIES EASEMENTS ALONG THE EAST PROPERTY LINE ADJACENT TO 450 EAST STREET, THAT PROPERTY LINE ADJACENT TO THE EAST RIGHT-OF-WAY LINE OF 410 EAST STREET, AND THE WEST PROPERTY LINE ADJACENT TO UTAH STATE ROUTE-130.

ALSO SUBJECT TO AN EXISTING 33.00 FOOT WIDE RIGHT-OF-WAY ALONG THE SOUTH PROPERTY LINE ADJACENT TO HOMESTEAD BOULEVARD.

ALSO SUBJECT TO AND TOGETHER WITH THAT PORTION OF AN EXISTING 40.00 FOOT WIDE RIGHT-OF-WAY SEWER EASEMENT ALONG THE EASTERLY PROPERTY LINE AS DESCRIBED IN THAT CERTAIN DOCUMENT NO. 00340878, IN BOOK 508, AT PAGES 685-686, OFFICIAL IRON COUNTY RECORDS.

ALSO SUBJECT TO AN EXISTING DIXIE POWER COMPANY EASEMENT ALONG THE EASTERLY PROPERTY LINE RUNNING ALONG AN EXISTING OVERHEAD POWER LINE, AS SET FORTH IN BOOK A-6 AT PAGE 112, OFFICIAL IRON COUNTY RECORDS. NOTE: SAID EASEMENT DOES NOT DEFINE A WIDTH OR EXACT LOCATION FOR SAID POWER LINE.

PARCEL 3 DESCRIPTION: A PART OF A-0841-0009-0000

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN: THENCE N89°17'12"W, ALONG THE SECTION LINE, 1,010.94 FEET; THENCE S00°09'51"W, 237.03 FEET TO THE POINT OF BEGINNING; SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF 410 EAST STREET; THENCE DEPARTING SAID LINE AND RUNNING N89°17'12"W, 237.00 FEET TO A POINT LOCATED ON AN EXISTING FENCE LINE ACCEPTED AS THE EAST RIGHT-OF-WAY LINE OF UTAH STATE ROUTE-130; THENCE ALONG SAID RIGHT-OF-WAY FENCE LINE THE FOLLOWING TWO (2) COURSES: N00°04'09"E, 82.06 FEET; THENCE N01°53'49"E, 57.37 FEET TO THE SOUTHWEST CORNER OF UTAH DEPARTMENT OF TRANSPORTATION PARCEL (A-0841-0006-0000); THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES: N50°56'06"E, 74.57 FEET; THENCE S89°59'37"E, 138.00 FEET; THENCE N00°00'23"W, 15.20 FEET TO A POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF 4800 NORTH STREET (MIDVALLEY ROAD); THENCE S89°17'12"E, ALONG SAID LINE, 19.86 FEET TO A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AND A CENTRAL ANGLE OF 89°27'03": THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND RUNNING SOUTHEASTERLY ALONG SAID CURVE, 31.22 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF SAID 410 EAST STREET; THENCE S00°09'51"W, ALONG SAID LINE, 184.22 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES.

SUBJECT TO PUBLIC UTILITIES EASEMENTS DESCRIBED AS FOLLOWS:

10.00 FOOT WIDE PUBLIC UTILITIES EASEMENTS ALONG THE EAST PROPERTY LINE ADJACENT TO 410 EAST STREET, THE NORTH PROPERTY LINE ADJACENT TO 4800 NORTH STREET (MIDVALLEY ROAD) AND ITS TRANSITION INTO UTAH STATE ROUTE-130, AND THE WEST PROPERTY LINE ADJACENT TO UTAH STATE ROUTE-130.

ALSO SUBJECT TO AN EXISTING CUT/FILL SLOPE EASEMENT AS DESCRIBED IN THAT CERTAIN DOCUMENT No. 00750099, IN BOOK 1500, AT PAGES 1365-1366, OFFICIAL IRON COUNTY RECORDS.

PARCEL 4 DESCRIPTION: A PART OF A-0841-0009-0000

COMMENCING AT THE NORTHEAST CORNER OF SECTION 14, TOWNSHIP 35 SOUTH, RANGE 11 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°17'12"W, ALONG THE SECTION LINE, 1,010.94 FEET; THENCE S00°09'51"W, 237.03 FEET TO THE POINT OF BEGINNING; SAID POINT BEING LOCATED ON THE WEST RIGHT-OF-WAY LINE OF 410 EAST STREET; THENCE CONTINUING S00°09'51"W, ALONG SAID RIGHT-OF-WAY LINE AND ITS SOUTHERLY PROJECTION, 183.92 FEET; THENCE N89°17'12"W, 236.69 FEET TO A POINT LOCATED ON AN EXISTING FENCE LINE ACCEPTED AS THE EAST RIGHT-OF-WAY LINE OF UTAH STATE ROUTE-130; THENCE N00°04'09"E, ALONG SAID RIGHT-OF-WAY FENCE LINE, 183.93 FEET; THENCE DEPARTING SAID LINE AND RUNNING S89°17'12"E, 237.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES.

SUBJEC TO PUBLIC UTILITIES EASEMENTS DESCRIBED AS FOLLOWS:

10.00 FOOT WIDE PUBLIC UTILITIES EASEMENTS ALONG THE EAST PROPERTY LINE AND ADJACENT TO 410 EAST STREET, AND THE WEST PROPERTY LINE ADJACENT TO UTAH STATE ROUTE-130.