

When recorded, return to:

Hemingway Development Company
KeyBank Tower, Suite 1250
50 South Main Street
Salt Lake City, Utah 84144

7549012
01/06/2000 09:31 AM 46.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
WEST JORDAN CITY
8000 S REDWOOD RD
WEST JORDAN UT 84088
BY: ZJM, DEPUTY - WI 13 P.

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
INDUSTRIAL PARK AT JORDAN LANDING PLAT I**

This Declaration of Covenants, Conditions, and Restrictions for Industrial Park at Jordan Landing Plat I (the "*Declaration*") is made this 5th day of November, 1999, by **HDC JORDAN LANDING, L.L.C.**, a Utah Limited Liability Company ("*Grantor*").

WITNESSETH

WHEREAS, the Grantor is the Owner of certain real property in the City of West Jordan, County of Salt Lake, State of Utah, as more particularly described in Exhibit A attached hereto and made a part hereof by this reference (the "*Property*"); and

WHEREAS, Grantor desires to create on the Property an industrial and business park development known as Industrial Park at Jordan Landing Plat I (the "*Project*") and desires to provide for the preservation of value in and desirability of the Property and the Project. To this end, Grantor desires to subject the Property to the easements, covenants, conditions, restrictions, reservations, charges, and liens hereinafter set forth, and each and all of which is and are for the benefit of the Property and for each subsequent Owner and Occupant thereof.

NOW, THEREFORE, Grantor hereby declares that the Property shall be held, transferred, sold, conveyed, leased, subleased and occupied subject to the following easements, covenants, conditions, restrictions, reservations, charges and liens which shall run with the Property and are for the purpose of protecting the value and desirability of the Property, and every portion thereof, and shall be binding upon all parties having any right, title, or interest in the Property or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I.
PURPOSE OF THIS DECLARATION**

This Declaration is made in order to provide a uniform plan for the development, improvement and use of the Property so as to:

(a) Protect the Owners and Occupants of Building Sites against such use of neighboring Building Sites as might depreciate the value of their property;

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(b) Encourage the erection of attractive, permanent Improvements appropriately located to insure harmonious appearance and functions;

(c) Assure adequate off-street parking space and off-street truck loading and maneuvering facilities;

(d) Encourage the development of aesthetic architectural and engineering design, including compatible landscaping, and in general, provide a harmonious development that will promote the general welfare of the Owners and Occupants of the Property;

(e) Supervise, administer and enforce deed and other restrictions, including, but not limited to the architectural standards and requirements imposed hereby; and

(f) Provide such other services related to any of the foregoing as in the opinion of the Grantor shall benefit the Property.

In order to accomplish the foregoing purposes, Grantor does hereby adopt, establish and impose the following easements, covenants, conditions, restrictions, reservations, charges, and liens upon the Property, which easements, covenants, conditions, restrictions, reservations, charges, and liens shall be deemed to be included in all future contracts for deed, deeds and leases of the Property, or any portion thereof, the same as if such provisions were set forth verbatim therein, as covenants running with the Property.

ARTICLE II. **DEFINITIONS**

In addition to other capitalized terms defined in this Declaration, the following words and terms shall have the meanings indicated when used in this Declaration:

(a) “**Building**” shall mean and include, but not be limited to, the main portion of a structure built for permanent use and all projections or extensions thereof, including, but not limited to garages, outside platforms and docks, carports, canopies and porches.

(b) “**Building Site**” shall mean a tract of real property within the Property, as determined by the legal description in a conveyance or lease from Grantor or any parcel of land shown upon any recorded subdivision map excluding public rights-of-way. Building Sites may be re-subdivided provided they meet the requirements of West Jordan City Codes. Any such re-subdivided Building Sites shall conform to this Declaration. If fee simple title to two (2) or more adjacent Building Sites is acquired by the same Owner, such commonly-owned Building Sites may, at the option of said Owner, be combined and treated as a single Building Site for the purposes of this Declaration, provided that the location of the Improvements on such combined Building Site shall be subject to prior written approval by Grantor.

(c) “**Declaration**” shall mean this Declaration of Covenants, Conditions, and Restrictions, together with all of the provisions contained herein, as the same may be amended in the manner provided herein.

(d) **“Grantor”** shall mean HDC Jordan Landing, L.L.C., a Utah limited liability company, or its successors and assigns, if such successors and assigns are the Owner or Owners of any portion of the Property and/or are designated by HDC Jordan Landing, L.L.C., to perform the obligations of the Grantor hereunder.

(e) **“Improvements”** shall mean all improvements made with respect to a Building Site, including without limitation all buildings, out buildings, structures, driveways, exterior lighting, fences, landscaping, lawns, plantings, loading areas, parking areas, railroad trackage, retaining walls, roads, screening walls, signs, utilities, walkways, berms and swales located on a Building Site.

(f) **“Landscaping”** shall mean a space of ground covered with lawn and/or ground cover combined with shrubbery, trees and the like, which may be complemented with earth berms, masonry and similar materials, all harmoniously combined with themselves and with other improvements on the Building Site.

(g) **“Lot”** is synonymous with Building Site as described in Paragraph (b) above.

(h) **“Occupant”** shall mean a Person which has purchased, leased, rented or has otherwise acquired the right to occupy and use any Building Site or portions of any Building or Building Site, whether or not such right is exercised.

(i) **“Owner”** shall mean a Person which is the record owner of any fee simple estate to any Lot which is a part of the Property, or which has an equity of redemption in a Building Site.

(j) **“Person”** shall mean an individual, corporation, partnership, limited liability company, joint venture, or other form of business organization.

(k) **“Sexually Oriented Business”** shall mean an adult book, magazine, or video store, massage parlor, strip joint, nude or partially nude dancing establishment, or any other business for which a sexually oriented business license is required pursuant to the West Jordan City Code, as the same may be amended from time to time, or which is regulated in any manner as a sexually oriented business.

(l) **“Sign”** shall mean and include every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface or space erected or maintained in view of the observer thereof for identification, advertisement or promotion of the interests of any person, entity, product or service. The definition of sign shall also include the sign, structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag, badge or ensign of any government or governmental agency erected for and used to identify said government or governmental agency.

(m) "Street" shall mean any public street or highway, whether presently constructed, dedicated by plat map or contemplated in the future, under a street plan approved by any public authority.

(n) "Set Back" shall mean the distance from the property line of the Building Site to the Improvement that is subject to the Set Back Requirement provided in this Declaration.

ARTICLE III.
LAND USE

Building Sites within the Property shall be used only for commercial and industrial purposes. The foregoing shall not, however, prevent Grantor from constructing, owning, leasing or conveying real property within the Property for service facilities consistent with the purposes of this Declaration. No portion of the Property may be occupied by any use which is in violation of applicable ordinances, laws and regulations of any governmental entity having jurisdiction over the use of any or all of the Property.

ARTICLE IV.
RESTRICTIONS AND REQUIREMENTS
ON IMPROVEMENTS

The following restrictions and requirements are imposed on the Property subject to this Declaration and are binding on all Owners and Occupants, and may be enforced against such Owners and Occupants jointly and/or severally by any other Owner or Occupant.

(a) **Temporary Structures:** No temporary Buildings or other temporary structures shall be permitted on any Building Site; provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building. The location and nature of such temporary structures must be submitted to Grantor for written approval and shall be placed as inconspicuously as practicable, shall cause no material inconvenience to Owners or Occupants of other Building Sites, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building(s) in connection with which the temporary structure was used.

(b) **Completion of Construction:** Once begun, any Improvements, construction, Landscaping, or alterations approved by the Grantor shall be diligently prosecuted to completion. If reasonably necessary for construction of such Improvement, Landscaping or alteration, the person or persons carrying out the same shall, with the written consent of Grantor, be entitled to temporarily use and occupy unimproved Building Sites owned by Grantor in the immediate vicinity of the activity, provided that, on completion of construction such unimproved Building Sites shall be restored at such person's or persons' cost to a condition equivalent to their condition immediately prior to such use.

(c) **Building Set-back Requirements:** All Buildings shall be attractively oriented to the fronting street and shall maintain the following set-backs: (1) a minimum front yard set-back of at least twenty (20) feet, (2) a minimum side yard set-back of at least fifteen (15) feet, and (3)

a minimum rear yard set back of at least fifteen (15) feet. Where interior side yard lot lines and rear yard lot lines do not abut other Project property lines, or where interior side yard lot lines and rear yard lot lines abut with commonly owned lots, the set back shall be governed by West Jordan City Code. Where the minimum setback requirements are less than the drainage and utility easements affecting the Building Site, the width of the drainage and utility easement shall also be the width of the minimum setback requirement.

(d) **Parking, Loading and Unloading Areas:** All off-street parking and loading areas shall comply with the West Jordan City Code (or, if this portion of the West Jordan City Code is amended or restated, the required compliance shall be with the code so amended or restated). Parking shall not be permitted within any drainage easement or landscape setback. No parking shall be permitted on any street or drive, or any place other than parking areas located upon Building Sites. Each Owner and Occupant shall be responsible for compliance by its employees and visitors. Off-street loading space shall be designed to include an additional area or means of ingress and egress which shall be adequate for maneuvering. The number of parking spaces shall be determined according to the West Jordan City Code, (or if this portion of the West Jordan City Code is amended or restated, the required compliance shall be with the code so amended or restated). All parking surfaces must be paved with concrete, asphalt or other hard surface paving material, must be marked, and must be properly graded to assure adequate drainage. All loading docks and loading areas shall comply with the West Jordan City Code, (or if this portion of the West Jordan City Code is amended or restated, the required compliance shall be with the code or amended or restated). Each lot development shall provide sufficient on-lot loading facilities to accommodate site activity. All loading movements, including turn around and maneuvering shall be made off of the public rights-of-way.

(e) **Screening of Service Facilities and Storage Areas:** Garbage and refuse containers shall be contained within Buildings, or shall be concealed from visibility by means of shrubbery or screening walls of materials similar to or compatible with that of the Building served by such containers; provided, however, that the facilities and screening walls shall not be located within any drainage or utility easement or landscaping buffer. Such improvements shall be integrated with the concept of the Building plan, be designed so as not to attract attention, and shall be inconspicuously located.

(f) **Exterior Materials, Colors:** Architecturally and aesthetically suitable building materials shall be applied to or used on all sides of a Building which are visible to the general public and to the view of the neighboring Building Sites. Colors shall be harmonious and compatible with colors of the natural surroundings and other adjacent Buildings. Metal Buildings shall not be permitted.

(g) **Utilities, Mechanical Equipment, Roof Projections, Outside Storage:** All utility lines, including electrical, installed by an Owner shall be underground from the point of connection to any utility lines provided by any utility company to Owner's Building. Pad mounted transformers, switch gear and similar equipment, which must be installed above ground line, shall be screened with suitable landscaping consistent with safety and other regulations of the applicable utility company. All mechanical equipment shall be located or screened so as not to be visible when viewed from the immediate streets by the general public. Penthouses and

mechanical equipment screening shall be aesthetically incorporated into the architectural design of the Buildings and shall be constructed of materials compatible with those of the Building. Antennae shall be visually masked to the extent practicable and consistent with electromagnetic considerations. No land or buildings shall be used so as to permit the keeping of articles, goods or materials exposed to the view of the public or adjoining Lots. Any outside storage shall be screened with a minimum six foot (6) high solid fence.

(h) **Pollutants:** No trades, services or activities shall be conducted on the Property, nor shall anything else be done thereon, which may be or become an annoyance or nuisance to other Owners or Occupants by reason of unsightliness or excessive emission of fumes, odors, glare, vibration, gases, radiation, dust, liquid wastes, smoke or noise.

(i) **Site Grading:** Earth mounding is required on each Building Site as a screen along the street in front of parking and service areas where practical. Where mounding is not practical, landscaping shall be used to screen parking and service areas. Mounding is not required where landscaping extends from the street to the building. An open swale storm drainage system has been developed for use on all lots within the Property. It is mandated that all surface drainage systems comply with West Jordan City Code and be expressly approved in writing by the Grantor prior to installation thereof.

(j) **Landscaping:** Unless specifically approved in writing as provided herein, Landscaping prior to construction may be of such minimal nature as to provide ground cover and to control weeds. Landscaping shall be installed within ninety (90) days after substantial completion of Building construction or as soon thereafter as weather will permit. Site landscaping includes all planted materials, site furniture, site lighting, and mechanical equipment incidental to any Building. Parkway landscaping shall conform to the Parkway Landscaping Guidelines as detailed in Exhibit B attached hereto and made a part of by this reference. All site landscaping plans shall be submitted to the Grantor for written approval prior to installation. All landscaping must comply with the provisions of the West Jordan City Code, (or, if this portion of the West Jordan City Code is amended or restated, the required compliance shall be with the code so amended or restated).

(k) **Lighting:** All exterior and security lighting shall have underground service and shall be designed, erected, altered and maintained in accordance with plans and specifications approved in writing to the end that lighting shall be compatible and harmonious throughout the Property. Floodlighting of Buildings is limited to concealed light sources. Other fixtures, except parking area lighting, shall be selected and installed so that light sources are not visible from any street, and concealed light sources shall be utilized wherever practical. Fixtures shall not be more than forty (40) feet in height.

(l) **Signs:** All Signs must be approved in writing by the Grantor. All Signs attached to a Building must be parallel to and contiguous with its wall and shall not project above its roofline. Monument style signs, situated on the Building Site, may be allowed, provided that such signs may be no more than six (6) feet tall, including the base, and may have a maximum of sixty (60) square feet of sign surface area on each side. No sign of a flashing or moving character shall be installed and no sign shall be painted on a building wall. No elevated, pole, or

pylon signs are allowed. No billboards or outdoor advertising is permitted. All signs must comply with the West Jordan City Code, (or, if this portion of the West Jordan City Code is amended or restated, the required compliance shall be with the code so amended or restated).

(m) **Maintenance:** Each Owner and Occupant of the Property shall be responsible for keeping its Building Site or Sites, whether or not improved, Buildings and other Improvements, including lawn and landscaping, maintained in a safe, clean, neat and orderly condition and shall prevent rubbish, damage, replaced equipment or machinery and the like from accumulating on its Building Site. If the Grantor is not satisfied with the level of maintenance on a Lot, it shall notify the Owner in writing and the Owner shall have thirty (30) days thereafter in which to restore its Lot to a level of maintenance acceptable to the Grantor. If in the Grantor's opinion, the Owner has failed to bring the Lot to an acceptable standard within such thirty (30) day period, the Grantor may, but is under no obligation to, order the necessary work performed on the Lot at the Owner's expense. Owner agrees to reimburse Grantor upon demand for the costs of such work, together with interest thereon at the rate of fifteen percent (15%) per annum from the date such costs were incurred. In the event there is more than one Owner of a Lot upon which such work has been done by Grantor, all such Owners shall be jointly and severally liable for such expense.

(n) **Utility Connections:** All utility lines, connections and installations must be underground and rise within the building or fixture. Any external transformers, meters and similar apparatus must be at ground level and screened so as to minimize visibility thereof from any street. In order to maintain the appearance and integrity of the roadways in the Project, the Grantor has installed sewer and water laterals necessary for the development of each Lot. Nevertheless, each Owner shall be responsible for the restoration and repair of any road or other improvement affected by any utility connections made by such Owner.

(o) **Prohibited Uses:** No Owner or Occupant shall operate, allow to operate, suffer, or otherwise permit any Sexually Oriented Business on any Lot or Building Site within the Project.

ARTICLE V. APPROVAL OF PLANS

(a) **Grantor's Consent:** No construction or exterior alterations of any Building or other Improvements, including Signs, may be commenced without written approval by Grantor of the plans for such construction or alteration. Grantor shall either approve or disapprove plans submitted in writing within thirty (30) days from the date of which they are received, and failure to either approve or disapprove within this period shall constitute approval of said plans. Wherever approval in writing is required by the terms of this Declaration, such requirement shall mean written approval of Grantor addressed to the Owners and Occupants seeking such approval. Any request or application for written approval from Grantor shall be sent by certified or registered mail and addressed as follows:

HDC Jordan Landing LLC
Attn: Kenneth N. Smith
P.O. Box 11026
Salt Lake City, UT 84147

or to any such address as the Grantor shall hereafter designate in writing.

(b) **No Liability of Grantor:** Grantor shall exercise its best judgment to see that all Buildings and Improvements, including Signs, constructed within the Property conform to the purposes and requirements of this Declaration; provided, however, Grantor and its employees or agents shall not be liable to any Owner or Occupant or to anyone submitting plans for approval, or to any other party by reason of a mistake in judgment, negligence or non-feasance arising out of, or in connection with the approval, disapproval or failure to approve any such plans. The approval by Grantor of any plan shall not constitute assurance or certification that such plans comply with any building code or other requirements, and such approval shall be for the sole benefit of Grantor.

(c) **Commencement of Construction:** Upon receipt of approval of plans, Owner or Occupant may proceed with the commencement of all approved construction. Unless work on the approved construction shall be commenced within one (1) year from the date of such approval and diligently pursued thereafter, then the approval shall automatically expire unless: (1) Grantor has given a written extension of time, which shall not be unreasonably withheld; or (2) Owner or Occupant applies for a phased project to be constructed on one or more Building Sites containing a total of eight (5) acres or more provided that construction of the first phase has commenced within one (1) year from the date of such approval, then the approval for the balance of the phased project shall not lapse for a period of three (3) years.

(d) **Prior Approval:** Approval of plans by the Grantor may be secured prior to acquisition of a Building Site pursuant to the terms of a sales contract.

(e) **Arbitration:** If, after initial construction of a Building on a Building Site, Owner or Occupant submits plans for alteration, addition or reconstruction, and having received a decision of Grantor, feels that said decision is inconsistent with the provisions of this Declaration or that the approval has been unreasonably denied, such Owner or Occupant may submit the decision to determination by arbitration in the following manner:

The party desiring arbitration shall serve upon the Grantor a written notice naming an arbitrator. Within ten (10) days after the delivery of said notice, Grantor shall likewise appoint an arbitrator and notify the party desiring arbitration of such appointment, and if Grantor fails within said ten (10) day period so to do, the arbitrator appointed by the party desiring arbitration shall proceed in the determination of plan approval and his decision as to such approval shall be final. If Grantor appoints an arbitrator within the prescribed time, the two arbitrators so appointed shall choose a third arbitrator. If the two arbitrators so chosen fail to agree upon the selection of a third arbitrator within a reasonable time, such arbitrator shall be appointed, upon application by either party, by any

judge of the District Court of the State of Utah in which the Property is located, but such application shall not be made until such party shall have given ten (10) days' written notice to the other party of its intention so to do. The Board of Arbitrators, constituted as aforesaid, shall proceed to determine whether or not the proposed plans shall be approved and the decision of the board, or any two members thereof, as to such shall be binding upon the parties thereto. All expenses of such arbitration shall be apportioned equally between the parties to the arbitration.

ARTICLE VI.
CONFLICTS WITH GOVERNMENTAL REGULATIONS

Zoning ordinances, building codes, regulations and any other governmental restrictions are requirements shall be observed by all Owners and Occupants. In the event of any conflict between this Declaration and any such governmental codes, regulations, restrictions and requirements, the more restrictive standards shall apply. Any approval of Grantor required in this Declaration does not in any way relieve Owners and Occupants from obtaining approvals required by any governmental body having jurisdiction over the Project or the construction of any Improvements on a Building Site.

ARTICLE VII.
NOTICE TO BE GIVEN BY OWNERS

Any Owner of a Building Site within the Property who shall transfer to another Person any right, title, interest in or right of occupancy to such Building Site or any portions thereof, shall give actual written notice of the existence of this Declaration to such other Person.

ARTICLE VIII.
ENFORCEMENT

Enforcement of the provisions of this Declaration shall be by any appropriate proceeding at law or in equity against any Owner, Occupant, or Person violating or attempting to violate said provisions, either to restrain such violation, to enforce liability, or to recover damages, or by any appropriate proceeding at law or in equity against a Building Site or the Property, or any portion thereof, to enforce any lien of charge arising by virtue hereof. Grantor shall not be liable for enforcement of, or for failure to enforce, said provisions, and any delay or failure of Grantor or of any Owner or Occupant to enforce any of the provisions of the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX.
MORTGAGES – DEEDS OF TRUST

The breach by Grantor or any Owner or Occupant of any of the provisions of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value within the Property, but this Declaration shall be binding upon and

effective against any Owner or Occupant of the Property, or any portion thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

ARTICLE X.
DURATION, MODIFICATION AND TERMINATION

(a) **Duration:** The easements, covenants, conditions, restrictions, reservations, charges, and liens set forth in this Declaration shall run with and bind the land comprising the Property, and shall be and remain in effect, and shall inure to the benefit of, and be enforceable by Grantor and/or the Owner or Occupant of any Property subject to this Declaration, and their respective heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time the term of this Declaration shall be automatically extended for successive periods of ten (10) years each, to a maximum of 99 years unless terminated at the end of any such period by the Owners as set forth below.

(b) **Modifications:** Any modification of the development guidelines, termination of this Declaration, or amendments of this Declaration shall require the affirmative vote of two-thirds (2/3) of all votes entitled to be voted. Each Owner, except Grantor, shall have one vote for each acre of land, or any fraction thereof, owned by it. Grantor shall have votes equal to the total votes of all Owners other than Grantor or one vote per acre or any fraction thereof owned by it in the Property, whichever is less. Any termination, modification, or amendment of this Declaration must be recorded in order to be valid and binding.

(c) **No Severance of Right From Ownership of a Lot:** No purchaser or Owner of any Lot shall convey its interest under this Declaration separate from the conveyance of a Lot.

(d) **Interpretation:** The captions which precede the Articles and Sections of this Declaration are for convenience only and shall in no way affect the manner in which the provisions hereof are construed. Whenever the context so requires, the singular shall include the plural and the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both genders. The invalidity or enforceability of the remainder hereof. This Declaration shall be liberally construed to effect all of its purposes.

(e) **Law Governing:** This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

ARTICLE XI.
SEVERABILITY

The invalidation of any one or more of the provisions of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

**ARTICLE XII.
ENFORCEMENT**

Except as otherwise provided in this Declaration, if any Owner or Occupant breaches or violates any term hereof (the "*Defaulting Party*"), such Defaulting Party shall be liable for all costs and expenses incurred by Grantor or any other Owner or Occupant in enforcing the terms of this Declaration, including without limitation court costs and reasonable attorney's fees.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed by its duly authorized officer on the date first above written.

HDC JORDAN LANDING, L.L.C., a Utah limited liability company
By: **HEMINGWAY DEVELOPMENT COMPANY, L.L.C.**, a Utah limited liability company
Its Manager

By: *Kenneth N. Smith*
Title: Executive Vice President

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

On the 5th day of November, 1999, personally appeared before me, Kenneth N. Smith who acknowledge to and before me that he is the Executive Vice President of Hemingway Development Company, L.L.C., a Utah limited liability company, and that he signed the foregoing Declaration on behalf of Hemingway Development Company, in its capacity as the Manager of HDC Jordan Landing, L.L.C.

Sharon Linde
Notary Public

[seal]

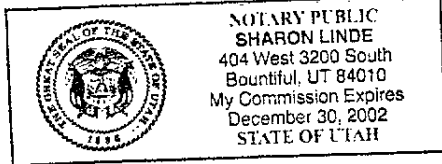


EXHIBIT "A"

Beginning at the point of intersection of the East railroad right of way line and North line of Section 30, at a point South 82°25'50" East 978.99 feet from the Northwest corner of Section 30, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning at station 150 + 27.84 North 22 + 62.49 West of the airport grid system (AGS); thence South 82°25'50" East 556.23 feet to the West line of 4560 West Street; thence South 07°29'40" West 2.17 feet; thence South 00°06'30" West 3542.70 feet to a point on the North line of the National Guard property, as established in a survey by CRS Consulting Engineers, Inc., Ronald C. Werner, License No. 5039, Drawing No. 8011, dated November 27, 1989, said property also being described in that certain lease agreement, dated January 01, 1990, by and between Salt Lake City, a municipal corporation, as lessor and the State of Utah acting on behalf of Utah National Guard, as lessee, recorded June 06, 1990, as entry No. 4925674, in Book 6226, at page 1409, Salt Lake County Recorder's Office, thence North 89°58'03" West 759.90 feet along the North line of the National guard property; thence North 13°13'51" East 1486.97 feet; thence Northerly 1554.24 feet along the arc of a 3487.87 foot radius curve to the left (chord bears North 00°27'54" East 1541.41 feet); thence North 12°18'03" West 644.63 feet to the point of beginning.

NOTE: The above described legal description is rotated on a basis of bearing North 07°33'43" West, said basis of bearing is based on the airport grid system at the Municipal Airport No. 2 and is based on the centerline of the runway being North.

Exhibit B

(Parkway Landscaping Guidelines)

Each lot shall be required to landscape the twenty foot wide set back area along Airport Road. With the exception of the entry driveways, this area shall be fully landscaped with suitable landscaping which is acceptable to the City of West Jordan and in accordance with this document. There shall be a minimum of one tree for every 25 feet of frontage on Airport Road using a mix of deciduous and evergreen trees. Trees shall have a minimum of 1 1/2 inch trunk caliper.

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