

When recorded return to:  
Arrowgon, LLC  
Canyon River Center, Suite 400  
727 N. 1550 E.  
Orem, UT 84097

TW25 1126683

**EASEMENTS WITH COVENANTS AND  
RESTRICTIONS AFFECTING LAND ("ECR")**

THIS EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (this "Agreement") is made as of the 20 day of December, 2006, by and between Centennial Bank, Inc., a Utah corporation, of 4605 Harrison Blvd., Ogden, Utah 84403 ("Centennial Bank"), and Arrowgon, LLC, a Utah limited liability company, of 727 N. 1550 E. Suite 400, Orem, Utah 84097 ("Developer").

**WITNESSETH:**

WHEREAS, Centennial Bank is the buyer of Lot 1, Plat A of the Centennial Plaza (the "Centennial Bank Lot") as shown on the plat attached hereto as Exhibit A hereof, and;

WHEREAS, Developer is the owner of other lots and pads that may from time to time, in Developer's sole discretion be created and developed in connection with the Centennial Bank Lot, which future lots are located within the "Developer Tract", which is more fully described on Exhibit B attached hereto, and;

WHEREAS, the Developer Tract and the Centennial Bank Lot consist of lots or future lots which may be sold or leased to purchasers and users, and;

WHEREAS, Centennial Bank and Developer desire that the Centennial Bank Lot and the Developer Tract be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center");

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, and simultaneously with the delivery of the Deed at Closing of the transaction between Centennial Bank and Developer on the Centennial Bank Lot, Centennial Bank and Developer and their heirs, successors and assigns do hereby agree and enter into this ECR Agreement:

**Section 1. Building/Common Areas.**

1.1 "Building Areas" as used herein shall mean that portion of the Centennial Bank Lot on Exhibit A designated as "Building Area" and shall also include future building area and future expansion area on the Developer's Tract as determined by Developer in its sole and absolute discretion. Canopies may encroach from the Building Areas over the

Common Areas on the Developer's Tract provided the canopies do not interfere with the use of the Common Areas.

1.2 "Common Areas" shall be all of the Centennial Bank Lot specifically designated and set forth on Exhibit A except the Building Areas and those areas of the Developer Tract designated by Developer in Developer's sole discretion as Building Areas which shall be shown on the plat that will be recorded at the time of development.

1.3 Conversion to Common Areas: Those portions of the Building Areas on each tract which once initially improved are not from time to time used or cannot, under the terms of this Agreement, be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

Section 2. Use. Buildings in the Shopping center shall be used for commercial purposes of the type normally found in a retail shopping center and according to the zoning of the Shopping Center, including, without limitation, financial institutions, service shops, offices, restaurants, fast food services, retail stores, residential and other Orem City permitted uses, except that no adult oriented theatres, adult oriented bookstores, exotic or sexually oriented businesses shall occupy space within the Shopping Center. No stand alone billiard parlor, night club or other place of adult oriented recreation or amusement, or any business which derives in excess of 50% of its gross revenue from the sale of alcoholic beverages for onsite consumption shall occupy space within the Shopping Center. Developer and Centennial Bank recognize that said businesses may inconvenience Developer's and Centennial Bank's customers and adversely affect Developer's and Centennial Bank's businesses. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by either Centennial Bank or Developer on the Centennial Bank Lot or the Developer Tract. Developer and Centennial Bank recognize and agree that Developer and Centennial Bank may, at Developer's and Centennial Bank's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Developer Tract and the Centennial Bank Lot and Developer and Centennial Bank hereby waive any legal action for damages or for equitable relief which might be available to Developer or Centennial Bank because of such cessation of business activity by Developer or Centennial Bank.

Section 3. Competing Business. Developer covenants that during the period beginning October 1, 2006 through September 30, 2016, if Centennial Bank, or any affiliate of Centennial Bank, is the user of the Centennial Bank Lot, either as owner or lessee and who is doing business as a full service bank, no space in or portion of the Developer Tract that Developer controls, shall be leased or occupied by or conveyed to any other party or user whose primary on-site business consists of a full service bank or credit union. For the purpose of this restriction, a full service bank or credit union is more specifically defined as: a retail banking operation or credit union which accepts deposits from customers. This restriction shall burden and run with the Developer's Tract through September 30, 2016 so long as Centennial Bank after initially opening for business is continuously operating and does not stop operations for more than sixty consecutive days at which time this exclusive right and restriction on Developer and Developer's

Tract is no longer valid. The term "full service bank" includes a credit union or other type of financial institution that provides substantially all of the same services provided by Centennial Bank.

#### Section 4. Buildings and Site Plan.

4.1 Design and Construction. The Buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract. The design and construction shall be of high quality, and the Site Plan shall be conducive to the Shopping Centers well being, and shall be subject to review, acceptance and approval by Developer and Orem City's Design Review Committee or Planning Commission as may be required by Orem City. Acceptance and approval by Developer shall not be unreasonably withheld. No building shall have a metal exterior, except as used as accents, and provided that Developer has approved, in writing, such accents prior to construction. Metal roofs may be allowed if approved, in writing, by Developer and City prior to construction.

4.2 Location. No building shall be constructed on the Centennial Bank Lot and the Developer Tract (as either immediate development or future expansion) except within the Building Areas.

#### Section 5. Common Areas.

5.1 Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee (collectively, "Users"), nonexclusive easements for incidental light pollution, vehicular and pedestrian access, vehicular parking, ingress, and egress over and across the Common Areas of their respective tracts as they are specifically set forth and more particularly described (the "Access Easements") in section 5.1(a) below; provided, however, in no event shall the owner, occupant, licensee, invitee or User of the Developer Tract be permitted to use the Centennial Bank Lot for any other purpose other than as described above and in no event shall the owner, occupant, licensee, invitee or User of the Centennial Bank Lot be permitted to use the Developer Tract for any other purpose other than as described above. Nothing contained in this Agreement shall in any way be construed as a dedication of any portion of the Shopping Center to the public or to any governmental entity nor to merge the interests of the parties hereof. Provided, however, notwithstanding anything to the contrary in the foregoing, in the event the Users of the Developer Tract use the vehicular parking easement granted herein on the Centennial Lot in such a manner so as to interfere with the availability of customer or employee parking of businesses located on the Centennial Lot, then Centennial Bank may place signs on the Centennial Lot enforcing rules that limit parking on the Centennial Lot to those invitees, customers, Users, or employees of businesses located on the Centennial Lot. Developer retains the right in its sole discretion to be reasonably exercised to place signs on the Developer Tract enforcing rules that limit parking on the Developer Tract to those invitees, customers, Users, or employees of businesses located on the Developer Tract.

(a) Access Easements. For the use and benefit of Developer and Centennial Bank and their successors, assigns, licensees, suppliers, customers and employees, Developer and Centennial Bank grant each other a non-exclusive, perpetual easement for the purpose of vehicular and pedestrian ingress, vehicular parking, egress and access to and from the Centennial Bank Lot and the Developer Tract, over, upon, across and through the area depicted as the "Access Easement" areas that are specifically adjacent to, part of, and appurtenant to the Centennial Bank Lot and the Developer Tract. To the extent any portion of the Access Easement area lies within the Centennial Bank Lot (the "Centennial Bank Lot Access Easement(s)"), the Access Easement shall be deemed to be a reciprocal easement vesting in Developer, its successors, assigns, licensees, suppliers, customers and employees reciprocal rights of vehicular and pedestrian access.

(i) Centennial Bank shall be responsible for construction of a driveway within the Centennial Bank Lot Access Easement(s) area in a level, evenly paved condition, at a grade level and compatible to the Centennial Bank Lot and as approved by Orem City and Developer. The Access Easement includes the right of Centennial Bank and Developer to enter upon such other portions of the Developer Tract and Centennial Bank Lot as are necessary for the purpose of constructing or maintaining the driveway so long as any damaged areas are restored to their original state or better.

(ii) Developer and Centennial Bank, each covenant and agree to adequately maintain that portion of the Access Easement(s) area owned by each party. In the event either party fails or refuses to adequately maintain said easement area after receiving reasonable notice from the other party, the party providing notice shall have the option, but not the obligation, of performing the necessary maintenance and billing the reasonable cost thereof to the other party.

5.2 Limitation on Use. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for ingress, egress and parking for the customers, invitees and employees of those businesses conducted within the Building Areas, and for the servicing and supplying of such businesses, shall in Developer's sole discretion be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement may in Developer's sole discretion be charged a fee for such use. The Common areas on the Centennial Bank Lot may be used by Centennial Bank for construction staging purposes in connection with the construction of improvements in and on the Building Areas on the Centennial Bank Lot. The common Areas on the Developer Tract may be used by the Developer for construction staging purposes in connection with the construction of improvements in and on the Building Areas on the Developer Tract.

5.3 Utility and Service Easements. The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center. Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. After the paving of the Common Areas, the party installing such utility and service lines shall immediately repair any damage to

pavement caused by such installation. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.

5.4 Water Flow. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements including without limitation building and building expansion, curbs, drives and paving shall be permitted.

## Section 6. Development, Maintenance, and Taxes.

### 6.1 Development.

(a) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this agreement, except that Developer shall have the right to consolidate or redesign lots including the creation of new lots that will be legal under the then existing Orem City Zoning ordinance, which consolidation, redesign or creation of new lots shall be supported by Centennial Bank if and only if Access Easements as set forth in this Agreement are not changed.

(b) "Parking Area" Ratio. Centennial Bank hereto agrees that at all times there shall be independently maintained on the Centennial Bank Lot parking area sufficient to accommodate not fewer than five (5) car spaces for each one thousand (1,000) square feet of Building Area on the Centennial Bank Lot.

### 6.2 Maintenance.

(a) Standards. Following completion of the improvements on the Common Areas the owner thereof shall maintain the Common Areas in good condition and repair. Following completion of the improvements on the Access Easements, the owner thereof shall maintain the Access Easements in good condition and repair. The owners that share the Access Easements may determine by separate agreement to be approved by Developer, the allocation of cost and timing of the improvements within the Access Easements.

(b) The maintenance is to include, without limitation, the following:

(i) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(ii) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(iii) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(iv) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(v) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls and fences in a good condition and state of repair;

(vi) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary; and

(vii) Placing, keeping in repair, and screening all garbage dumpsters with fencing and screening satisfactory to Developer, and placing, keeping in repair screening or fencing satisfactory to Developer of all items, retail and wholesale wares, and vehicles parked for repairs that are not inside the respective buildings.

6.3 Expenses. The respective owners shall pay the maintenance expense of their tracts.

6.4 By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

6.5 Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

Section 7. Signs. No sign shall be located on the Common Areas except signs advertising business conducted thereon. In the event Developer erects a monument or Shopping Center sign on the Development Tract then Developer by separate agreement and at Developer's sole discretion may allow the users of the Developer Tract and Centennial Bank Lot the right to signage thereon, subject to costs and rents to be negotiated between Developer and any user of such tract. Developer, or its assigns, successors, heirs, and future owners of the lots in the Developer Tract where monument signs are placed, shall be responsible for maintaining the Shopping Center monument or Shopping Center sign. The Developer or subsequent owner of the lot where a monument sign is placed shall have full rights to the sign and may rent space on the sign in their sole discretion subject to applicable law. Notwithstanding the above, the Developer may place additional permanent signage on the Developer Tract as allowed by Orem City and temporary signage on the Developer Tract subject to the following limitations: (i) the additional signage may be used solely for the purpose of advertising the sale or lease of commercial lots and properties owned by the Developer or its affiliates or for business conducted on the Developer Tract, (ii) the additional signage may not exceed 260 square feet in size along each adjacent street, and (iii) the additional signage may not exceed sixteen (16) feet in height or block the visibility of the Centennial Bank Lot. Temporary banners specific to the business(es)

on a particular lot and attached to the buildings or canopies on that lot will be allowed, however the users of the Developer Tract shall promptly remove such banner upon Developer's request if in Developer's sole discretion the banners adversely effect the Developer Tract and/or Centennial Bank Lot. Developer reserves the right to remove such banners if users of the Developer Tract do not promptly comply with Developer's request.

#### Section 8. Indemnification/Insurance.

8.1 Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, cause of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the other party hereto.

#### 8.2 Insurance.

(a) Centennial Bank and the Developer (for the Developer Tract until such time as the Developer Tract is sold or leased to other parties who shall thereby assume this obligation for the sold or leased parcels of the Developer Tract) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$2,000,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other party.

(b) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(c) Policies of insurance provided for in this Section 8 shall name Centennial Bank and Developer as insurer as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

(d) Centennial Bank for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Centennial Bank from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either Centennial Bank or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other

casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

#### Section 9. Eminent Domain.

9.1 Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on the Centennial Bank Lot and the Developer Tract, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

9.2 Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

9.3 Tenant's Claim. Nothing in this Section 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

9.4 Restoration of Common Areas. The owner of any portion of the Common areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

Section 10. Rights and Obligations of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lien holder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on the Centennial Bank Lot or the Developer Tract, and any assignee or successor in interest of such first lien holder, shall be subject to the terms and conditions of this Agreement.

Section 11. Release from Liability. Any person acquiring fee or leasehold title to the Centennial Bank Lot or the Developer Tract shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and



restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

Section 12. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of the Centennial Bank Lot as a group, or all record owners of the Developer Tract as a group, or Centennial Bank so long as it or any affiliate has an interest as owner or lessee of the Centennial Bank Lot or Developer so long as it or any affiliate has an interest as owner or lessee of the Developer Tract or any part of the Developer Tract, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees. Which shall be deemed to have accrued ON the date such action was filed.

Section 13. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

Section 14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Centennial Bank there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Centennial Bank as long as it or its affiliate has any interest as either owner or Lessee of the Centennial Bank Lot, or its successors in interest and (b) Developer, as long as it or its affiliate has any interest as either owner or Lessor of the Developer Tract, or its successors in interest.

Section 15. Non-Merger. So long as Centennial Bank or its affiliate is owner or lessee of the Centennial Bank Lot, or Developer or its affiliate is owner or lessee of the Developer Tract or any part thereof, this Agreement shall not be subject to the doctrine of merger.

Section 16. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after twenty five (25) years from the date hereof, unless affirmatively renewed by the parties at five (5) year intervals following such date.

Section 17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

Section 18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or



ARROWGON, LLC

By L. Wayne Ross  
Name L. Wayne Ross  
Its Manager

STATE OF UTAH     )  
                              : ss  
COUNTY OF UTAH    )

On the 19<sup>th</sup> day of December, 2006, personally appeared before me L. Wayne Ross a Manager of Arrowgon, LLC, a Utah limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.

Steven W Farnsworth  
Notary Public of the State of Utah  
Commission Expires: \_\_\_\_\_

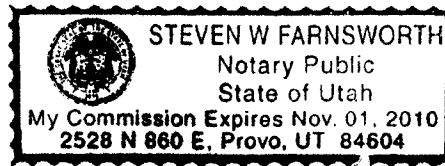


EXHIBIT A

(Centennial Bank Lot)

Beginning at a point located North 00°29'00" West along the section line 53.17 feet and West 852.61 feet from the East Quarter Corner of Section 15, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°39'50" West 201.93 feet; thence North 00°47'18" East 202.48 feet; thence South 89°39'50" East 111.60 feet; thence South 00°47'18" West 11.47 feet; thence South 89°39'50" East 52.90 feet; thence South 00°47'18" West 79.41 feet; thence South 89°12'42" East 18.50 feet; thence South 00°47'18" West 56.95 feet; thence South 89°39'50" East 18.92 feet; thence South 00°47'18" West 54.50 feet to the point of beginning.

Containing 35,795 square feet or 0.82 acres.



## EXHIBIT B

## (DEVELOPER TRACT)

Beginning at a point located North 00°29'00" West along the section line 667.57 feet and West 774.85 feet from the East Quarter Corner of Section 15, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 18°32'19" East 426.43 feet; thence South 71°27'41" West 3.06 feet; thence along the arc of a 513.09 feet radius non tangent curve to the right 54.80 feet, (chord bears South 15°18'07" East 54.78 feet); thence along the arc of a 100.00 feet radius non tangent curve to the right 13.77 feet, (chord bears South 04°04'40" East 13.76 feet); thence South 00°07'55" East 33.47 feet; thence along the arc of a 106.00 feet radius curve to the left 10.12 feet, (chord bears South 02°52'04" East 10.12 feet); thence South 05°36'14" East 14.94 feet; thence along the arc of a 500.00 feet radius curve to the right 56.91 feet, (chord bears South 02°20'36" East 56.88 feet); thence along the arc of a 26.00 feet radius compound curve to the right 15.99 feet, (chord bears South 18°32'00" West 15.74 feet); thence South 54°48'27" West 16.64 feet; thence along the arc of a 26.00 feet radius non tangent curve to the right 2.65 feet, (chord bears South 76°23'15" West 2.65 feet); thence South 89°19'45" East 14.80 feet; thence along the arc of a 14.25 feet radius non tangent curve to the left 7.57 feet, (chord bears North 69°16'31" East 7.48 feet); thence along the arc of a 13.27 feet radius compound curve to the left 11.28 feet, (chord bears North 29°43'18" East 10.94 feet); thence North 05°47'12" East 3.25 feet; thence North 89°52'01" East 0.02 feet; thence South 00°07'59" East 0.72 feet; thence along the arc of a 22.00 feet radius non tangent curve to the right 34.89 feet, (chord bears South 45°18'46" West 31.35 feet); thence North 89°14'36" West 73.36 feet; thence South 00°40'53" West 9.15 feet; thence North 89°41'01" West 80.89 feet; thence North 00°18'59" East 0.07 feet; thence North 89°40'53" West 54.99 feet; thence North 00°47'18" East 67.29 feet; thence North 89°39'50" West 18.92 feet; thence North 00°47'18" East 56.95 feet; thence North 89°12'42" West 18.50 feet; thence North 00°47'18" East 79.41 feet; thence North 89°39'50" West 52.90 feet; thence North 00°47'18" East 11.47 feet; thence North 89°39'50" West 111.60 feet; thence North 00°47'18" East 419.30 feet; thence South 88°18'00" East 22.97 feet; thence North 86°23'15" East 0.97 feet; thence South 88°07'48" East 242.15 feet to the point of beginning.

Containing 191,828.56 square feet or 4.40 acres.

Old-Cash Deed  
Copy 14240 Year 2002  
Rodney C. & Jill C. Bergman, Trustees  
of The Rodney C. & Jill C.  
Bergman Family Living Trust  
Parcel No. 180050058

Old-Cash Deed  
Copy 14240 Year 2002  
Rodney C. & Jill C. Bergman, Trustees  
of The Rodney C. & Jill C.  
Bergman Family Living Trust  
Parcel No. 180050058

OREM BLVD.

Old-Cash Deed  
Copy 14240 Year 2002  
Rodney C. & Jill C. Bergman, Trustees  
of The Rodney C. & Jill C.  
Bergman Family Living Trust  
Parcel No. 180050058

Green Valley, L.P.  
Parcel No. 182995107

Green Valley, L.P.  
Parcel No. 180050104

Angren, LLC  
Parcel No. 200602118

LOT 1  
35,795 sq. ft.  
0.82 acres

"Developer Tract"

CENTER STREET