

11303324

12/27/2011 12:09:00 PM \$49.00

Book - 9977 Pg - 3215-3231

Gary W. Ott

Recorder, Salt Lake County, UT

ADVANCED TITLE SLC

BY: eCASH, DEPUTY - EF 17 P.

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

4 Independence, LLC  
1099 West South Jordan Parkway  
South Jordan, Utah 84095

33-14-200-001, 33-14-200-005

### DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS

THIS DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS ("*Declaration*") is entered into as of the 23<sup>rd</sup> day of December, 2011, by 4 INDEPENDENCE, LLC, a Utah limited liability company ("*4 Independence*") and MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership ("*Mt. Jordan*"). 4 Independence and Mt. Jordan are sometimes referred to herein individually as a "party" and collectively as "parties."

### RECITALS

WHEREAS, 4 Independence and Mt. Jordan are parties to a certain Real Estate Purchase and Option Agreement dated November 21, 2011 (the "*Purchase Agreement*"), relating to the purchase by 4 Independence and sale by Mt. Jordan of approximately 298.75 acres of real property located in the City of Bluffdale, State of Utah, which property is more particularly described in Exhibit A attached hereto and incorporated herein (the "*Property*"); and

WHEREAS, the parties intend that all of the Property will be developed as an integrated, master planned development project; and

WHEREAS, 4 Independence has acquired a portion of the Property constituting approximately 21.3 acres, which property is more particularly described in Exhibit B attached hereto and incorporated herein (the "*First Parcel*"); and

WHEREAS, Mt. Jordan continues to own all of the remaining portions of the Property not comprising the First Parcel (the "*Remaining Property*"); and

WHEREAS, pursuant to the terms of the Purchase Agreement, and in connection with the closing of the First Parcel, the parties are to enter into a Declaration of Easements and Restrictive Covenants, pursuant to which the parties will grant "cross" access and utilities easements as may be reasonably necessary to ensure that the Property will be developed as a master planned development project and to ensure access rights and utilities easements for all of the Remaining Property; and

WHEREAS, this Declaration constitutes the Declaration of Easements and Restrictive Covenants contemplated in the Purchase Agreement.

## DECLARATION

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto intending to be legally bound hereby, declare and agree as follows:

1. Easements and Covenants Concerning First Parcel. 4 Independence hereby declares, agrees and covenants as follows:

a. Easements. 4 Independence hereby grants and conveys to Mt. Jordan, and its successors and assigns as property owners of the Remaining Property, non-exclusive and perpetual easements to access and utilize (1) all main roadways constructed by 4 Independence upon the First Parcel, which main roadways may serve as primary and/or secondary access and egress to the Remaining Property, as well as temporary access and egress to or from the Remaining Property for construction and/or other related purposes, and (2) all major utility lines (including culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed by 4 Independence upon the First Parcel, which utilities may service all or portions of the Remaining Property, as contemplated pursuant to development plans approved by Bluffdale City and/or other applicable public service providers from time to time. 4 Independence agrees to grant to Mt. Jordan similar easements over all Remaining Property purchased by 4 Independence from Mt. Jordan in the future pursuant to the Purchase Agreement. The easement granted pursuant hereto shall also include the right of Mt. Jordan to construct and install such roadways and utility lines on the First Parcel, provided (a) the roadways include two lanes and shall be constructed in the locations shown on the Conceptual Plans attached hereto and incorporated herein as Exhibit C, as the same may have been amended by mutual agreement of the parties, and (b) the roadways and utility lines shall be improved in accordance with plans and specifications approved by Bluffdale City, or the applicable governing body, and which plans and cost estimates shall also be approved by 4 Independence in writing (which approval shall not be unreasonably withheld, conditioned or delayed).

b. Expenses. 4 Independence shall use reasonable efforts to cause the main roadways and major utility lines constructed upon the First Parcel by 4 Independence to be dedicated as public roadways or utilities (subject to the consent of Bluffdale City or other governing body). Without limiting the foregoing, when 4 Independence develops the First Parcel, 4 Independence will allow Mt. Jordan, its successors and/or assigns, to connect to the main roadways and major utilities constructed upon the First Parcel free of any charge imposed by 4 Independence directly upon Mt. Jordan, provided that Mt. Jordan shall be solely obligated to pay connection, impact, tap-in, or other similar fees assessed by Bluffdale City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to 4 Independence pursuant to one or more customary reimbursement agreements).

c. Integrated Development. In addition to the foregoing easements and covenants, 4 Independence agrees to use commercially reasonable efforts to create such easements and to plan and permit the construction of roadways and utilities of sufficient capacity upon the First Parcel as may be reasonably necessary to facilitate the efficient and full development of the Property, as an integrated, master planned development project, and to facilitate all of the

purposes referred to herein, including but not limited to, the construction of roadways and utilities within such easements, or construction easements with sufficient capacity.

2. Easements and Covenants Concerning First Parcel. Mt. Jordan hereby declares, agrees and covenants as follows:

a. Easements. Mt. Jordan hereby grants and conveys to 4 Independence, and its successors and assigns as property owners of the First Parcel, non-exclusive and perpetual easements to access and utilize (1) all main roadways constructed upon the Remaining Property, which main roadways may serve as primary and/or secondary access and egress to the First Parcel and/or portions of the Remaining Property, as well as temporary access and egress to or from the First Parcel and/or Remaining Property for construction and/or other related purposes, (2) all major utility lines (including culinary water, sewer, storm drain, power, gas, telephone, and cable lines) constructed upon the Remaining Property, and (3) the water well located upon the Remaining Property commonly referred to as "Well #4", which well is currently the well from which water associated with Water Right No. 57-3098 is drawn (the "Well Easement"). The exact location of the Well Easement shall be subject to the prior approval of Mt. Jordan, which approval shall not be unreasonably withheld. The easement granted pursuant hereto shall also include the right of 4 Independence to construct and install such roadways and utility lines on the Remaining Property, provided (a) the roadways include two lanes and shall be constructed in the locations shown on the Conceptual Plans attached hereto and incorporated herein as Exhibit C, as the same may have been amended by mutual agreement of the parties, and (b) the roadways and utility lines shall be improved in accordance with plans and specifications approved by Bluffdale City, or the applicable governing body, and which plans and cost estimates shall also be approved by 4 Independence in writing (which approval shall not be unreasonably withheld, conditioned or delayed). Furthermore, the parties agree that, upon the conveyance by Mt. Jordan to 4 Independence of the property upon which Well #4 is located, Mt. Jordan shall have the right to reserve an easement of substantially the same scope and nature to the Well Easement for its ongoing access to Well #4, provided that such access shall terminate upon the purchase by 4 Independence of all of Mt. Jordan's interest in Water Right No. 57-3098.

b. Expenses. Mt. Jordan shall use reasonable efforts to cause main roadways and major utility lines constructed by Mt. Jordan upon the Remaining Property, if any, to be dedicated as public roadways or utilities (subject to the consent of Bluffdale City or other governing body). Without limiting the foregoing, if and when Mt. Jordan develops any portion of the Remaining Property, Mt. Jordan will allow 4 Independence, its successors and/or assigns, to connect to the main roadways and major utilities constructed upon the Remaining Property free of any charge imposed by Mt. Jordan directly upon 4 Independence, provided that 4 Independence shall be solely obligated to pay connection, impact, tap-in, or other similar fees assessed by Bluffdale City or other public service provider, if any, relative to such roadways and/or utilities (which fees may be available for reimbursement to Mt. Jordan pursuant to one or more customary reimbursement agreements).

c. Integrated Development. In addition to the foregoing easements and covenants, Mt. Jordan agrees to use commercially reasonable efforts to create such easements and to permit the construction of roadways and utilities of sufficient capacity upon the Remaining Property as may be reasonably necessary to facilitate the efficient and full development of the Property, as an integrated, master planned development project, and to facilitate all of the purposes referred to

herein, including but not limited to, the construction of roadways and utilities within such easements, or construction easements with sufficient capacity.

3. Remedies and Enforcement. In the event of a default or threatened default by 4 Independence, Mt. Jordan, and/or such party's respective successors and/or assigns, of any of the terms, easements, covenants, conditions or restrictions hereof, the non-defaulting parties shall be entitled forthwith to full and adequate relief by injunction, and by all other available legal and equitable remedies, from the consequences of such breach, including payment of any amounts due and specific performance. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity. Notwithstanding the foregoing to the contrary, no default hereunder shall entitle either party to cancel, rescind, or otherwise terminate this Declaration.

4. Miscellaneous.

a. Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys fees incurred in the preparation and prosecution of such action or proceeding.

b. Amendment. The parties agree that the provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of Mt. Jordan and 4 Independence, and/or their respective successors and assigns, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the official records of the Salt Lake County Recorder in the State of Utah.

c. No Agency, Partnership or Joint Venture. Nothing in this Declaration shall be deemed or construed by any person to create the relationship of principal and agent, or of limited or general partners, or of joint venturers, or of any other association between any of the parties.

d. No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

e. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of all properties benefited thereby, and shall bind every person having any fee, leasehold or other interest therein, and shall inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives. Without limiting the generality of the foregoing, 4 Independence and Mt. Jordan hereby expressly acknowledge and agree that Zions First National Bank ("Zions Bank") is the current beneficiary under a certain Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated July 19, 2006, recorded with the Salt Lake County Recorder on July 31, 2006, as Entry No. 9796533 in Book 9328 at Pages 7597, et seq. (the "Trust Deed"), which Trust Deed encumbers a portion of the Property, and that as such, said Trust Deed shall be deemed to encumber all easement rights and rights granted to Mt. Jordan hereunder (notwithstanding any reconveyance with respect to the sale of the First Parcel or the reconveyance of the Trust Deed as to any other portion of the Property given by Zions Bank) to the extent that such rights benefit any of such encumbered property, and that in the event of a foreclosure (or deed in lieu of foreclosure) by Zions Bank (or any successor in interest as beneficiary under the deed of trust) of all or any

portion of the encumbered Property, Zions Bank (or any successor or assign) shall automatically succeed to the easement rights and interests granted to Mt. Jordan hereunder, to the extent that such rights and interests benefit any of such foreclosed property.

f. Grantee's Acceptance. The grantee of any portion of the Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, from an owner of such portion of the Property, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Property so acquired by such grantee.

g. Severability. Each provision of this Declaration and the application thereof to the Property are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of all of the Property by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.

h. Entire Agreement. Except for the agreements being entered into between or involving the parties referred to in this Declaration, this Declaration contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

i. Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Declaration.

j. Bankruptcy. In the event of any bankruptcy affecting any party hereto, this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the affected portion of the Property and that is not rejectable, in whole or in part, by the bankrupt debtor.

*[Signatures on Next Page.]*

IN WITNESS WHEREOF, this Declaration of Easements and Restrictive Covenants is executed as of the date first above written.

**MT. JORDAN:**

**4 INDEPENDENCE:**

MT. JORDAN LIMITED PARTNERSHIP,  
a Utah limited partnership

4 INDEPENDENCE, LLC,  
a Utah limited liability company

By: *G. Lyn Kimball*  
G. Lyn Kimball  
Managing General Partner

By: DAI Partners, LLC, a Utah limited liability  
company, its manager

By: *Nathan D. Shipp*  
Nathan D. Shipp, its Manager

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

On the 23 day of December, 2011, personally appeared before me G. Lyn Kimball, who being by me duly sworn did say that he is a Managing General Partner of MT. JORDAN LIMITED PARTNERSHIP, a Utah limited partnership, and that the within and foregoing instrument was signed on behalf of said limited partnership.



*Marcel Giles*  
Notary Public

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

On the 23 day of December, 2011, personally appeared before me Nathan D. Shipp, who being by me duly sworn did say that he is a Manager of DAI Partners, LLC, a Utah limited liability company, which is a Manager of 4 INDEPENDENCE, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company.



*Marcel Giles*  
Notary Public

**EXHIBIT A**

**Legal Description of Property**

Land situated in Salt Lake County, State of Utah, and more particularly described as follows:

A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 12, THE NORTHWEST QUARTER OF SECTION 13, SECTION 14 AND GOVERNMENT LOT 5, OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. BASIS OF BEARING FOR SUBJECT PARCELS BEING SOUTH 89°46'54" WEST 2684.79 FEET (MEASURED) ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING AN APPROPRIATELY STAMPED SALT LAKE COUNTY BRASS CAP MONUMENT, THENCE SOUTH 11°21'38" WEST 1334.98 FEET COINCIDENT WITH THE WEST BOUNDARY OF THAT PARTICULAR PARCEL OF LAND OWNED IN FEE SIMPLE PORTER'S POINT LLC DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 10552730, IN BOOK 9655, AT PAGE 4777 OF THE SALT LAKE COUNTY RECORDS. THENCE SOUTH 82°49'57" EAST 64.51 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE DRAPER IRRIGATION CANAL PARCEL TRANSFERRED TO MT. JORDAN LTD BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 7105086, IN BOOK 8112, AT PAGE 706 OF SAID RECORDS, DEPICTED ON THAT CERTAIN RECORD OF SURVEY PERFORMED BY MC NEIL ENGINEERING, CERTIFIED BY DALE BENNETT AND FILED AS MAP S1999-10-0708 WITH SAID COUNTY SURVEYOR; THENCE THE FOLLOWING TWENTY ONE (21) COURSES COINCIDENT WITH THE BOUNDARY OF SAID CANAL,

- 1) NORTH 16°17'57" EAST 167.20 FEET TO A POINT OF CURVATURE;
- 2) NORTHEASTERLY 264.97 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 73°42'03" EAST) THROUGH A CENTRAL ANGLE OF 28°29'02" TO A POINT OF TANGENCY;
- 3) NORTH 44°46'59" EAST 259.00 FEET;
- 4) NORTH 34°57'14" EAST 805.53 FEET;
- 5) NORTH 27°35'54" EAST 108.23 FEET;
- 6) NORTH 20°59'08" EAST 432.80 FEET;
- 7) NORTH 29°29'26" EAST 448.17 FEET;
- 8) NORTH 37°12'44" EAST 661.29 FEET TO A POINT OF CURVATURE;
- 9) NORTHEASTERLY 197.72 FEET ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 52°47'16" EAST) THROUGH A CENTRAL ANGLE OF 21°15'15" TO A POINT OF TANGENCY;
- 10) NORTH 58°27'59" EAST 718.62 FEET;
- 11) SOUTH 31°32'01" EAST 49.50 FEET;
- 12) SOUTH 58°27'59" WEST 718.62 FEET TO A POINT OF CURVATURE;
- 13) SOUTHWESTERLY 179.36 FEET ALONG THE ARC OF A 483.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°32'01" EAST) THROUGH A CENTRAL ANGLE OF 21°15'15" TO A POINT OF TANGENCY;
- 14) SOUTH 37°12'44" WEST 657.95 FEET;
- 15) SOUTH 29°29'26" WEST 441.15 FEET;

16) SOUTH 20°59'08" WEST 431.98 FEET;  
 17) SOUTH 27°35'54" WEST 114.27 FEET;  
 18) SOUTH 34°57'14" WEST 812.96 FEET;  
 19) SOUTH 44°46'59" WEST 263.26 FEET TO A POINT OF CURVATURE;  
 20) SOUTHERLY 240.37 FEET ALONG THE ARC OF A 483.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 45°13'01" EAST) THROUGH A CENTRAL ANGLE OF 28°29'02" TO A POINT OF TANGENCY;  
 21) SOUTH 16°17'57" WEST 148.56 FEET TO THE SOUTHWEST CORNER OF BLUFFDALE HEIGHTS COMMERCIAL PARK PHASE 1, RECORDED IN BOOK 2008 AT PAGE 294 OF SAID COUNTY RECORDS AND THE NORTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND DEPICTED ON THAT CERTAIN RECORDS OF SURVEY PERFORMED BY BOUNDARY CONSULTANTS AND CERTIFIED BY DAVID E. HAWKES FILED WITH THE COUNTY SURVEYOR AS MAP S2010-06-0294; THENCE THE FOLLOWING SIX (6) COURSES COINCIDENT WITH THE SOUTH BOUNDARIES OF BLUFFDALE HEIGHTS COMMERCIAL PARK PHASE 1, BLUFFDALE HEIGHTS COMMERCIAL PARK PHASE 2 RECORDED IN BOOK 2008P AT PAGE 205 AND SILVERLEAF INDUSTRIAL PARK PLAT A RECORDED IN BOOK 2004P AT PAGE 008 OF SAID COUNTY RECORDS;  
 1) SOUTH 82°22'32" EAST 588.78 FEET;  
 2) NORTH 17°30'08" EAST 59.14 FEET;  
 3) NORTHERLY 71.30 FEET ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 72°29'52" EAST) THROUGH A CENTRAL ANGLE OF 05°50'10" TO A POINT OF COMPOUND CURVATURE;  
 4) EASTERLY 72.27 FEET ALONG THE ARC OF 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 66°39'42" EAST) THROUGH A CENTRAL ANGLE OF 92°00'55" TO A POINT OF REVERSE CURVATURE;  
 5) EASTERLY 63.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 25°21'13" EAST) THROUGH A CENTRAL ANGLE OF 13°19'49" TO A POINT OF TANGENCY;  
 6) SOUTH 77°58'36" EAST 389.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THAT PARTICULAR PARCEL OF LAND OWNED IN FEE SIMPLE BY GENEVA ROCK PRODUCTS DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 7137991, IN BOOK 8145, AT PAGE 1122 OF SAID COUNTY RECORDS;  
 THENCE THE FOLLOWING NINE (9) COURSES COINCIDENT WITH SAID WESTERLY BOUNDARY  
 1) SOUTH 30°08'53" WEST 131.59 FEET TO A POINT OF CURVATURE;  
 2) SOUTHERLY 191.59 FEET ALONG THE ARC OF AN 800.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 59°51'07" WEST) THROUGH A CENTRAL ANGLE OF 13°43'18" TO A POINT OF TANGENCY;  
 3) SOUTH 43°52'11" WEST 631.35 FEET TO A POINT OF CURVATURE;  
 4) SOUTHERLY 211.77 FEET ALONG THE ARC OF AN 800.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 46°07'50" EAST) THROUGH A CENTRAL ANGLE OF 15°10'01" TO A POINT OF TANGENCY;  
 5) SOUTH 28°42'10" WEST 63.79 FEET TO A POINT OF CURVATURE;  
 6) SOUTHWESTERLY 419.21 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 61°17'50" WEST) THROUGH A CENTRAL ANGLE OF 48°02'18" TO A POINT OF TANGENCY;  
 7) SOUTH 76°44'28" WEST 153.74 FEET;  
 8) NORTH 36°29'55" WEST 646.39 FEET;  
 9) NORTH 22°29'55" WEST 59.95 FEET TO A POINT ON THE EASTERLY BOUNDARY OF THE AFORESAID DRAPER IRRIGATION CANAL;  
 THENCE THE FOLLOWING ELEVEN (11) COURSES COINCIDENT WITH THE COMMON



BOUNDARY OF SAID DRAPER IRRIGATION CANAL AND GENEVA ROCK PRODUCTS PARCEL,

- 1) SOUTH 43°28'59" WEST 145.50 FEET;
  - 2) SOUTH 38°41'59" WEST 714.22 FEET;
  - 3) SOUTH 37°15'59" WEST 413.00 FEET TO A POINT OF CURVATURE;
  - 4) SOUTHWESTERLY 161.58 FEET ALONG THE ARC OF A 316.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 52°44'01" WEST) THROUGH A CENTRAL ANGLE OF 29°15'00" TO A POINT OF TANGENCY;
  - 5) SOUTH 66°30'59" WEST 340.70 FEET;
  - 6) SOUTH 62°30'59" WEST 1084.39 FEET;
  - 7) SOUTH 74°30'59" WEST 737.87 FEET;
  - 8) SOUTH 82°00'59" WEST 711.83 FEET;
  - 9) NORTH 85°59'01" WEST 946.62 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 14;
  - 10) SOUTH 00°00'09" WEST 84.88 FEET COINCIDENT WITH SAID SECTION LINE TO THE SOUTHEAST CORNER OF GOVERNMENT LOT 5, SECTION 15, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN;
  - 11) SOUTH 89°35'18" WEST 788.29 FEET TO THE EAST RIGHT OF WAY OF THE DENVER AND RIO GRANDE WESTERN RAILROAD;
- THENCE NORTH 07°17'19" EAST 376.75 FEET COINCIDENT WITH SAID RAILROAD RIGHT OF WAY TO THE NORTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND DESCRIBED AS PARCEL 5 IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 7105086, IN BOOK 8112, AT PAGE 706 OF SAID COUNTY RECORDS;
- THENCE SOUTH 77°09'51" EAST 73.69 FEET COINCIDENT WITH THE NORTH LINE OF SAID PARCEL 5;
- THENCE NORTH 15°33'32" EAST 304.66 FEET TO A POINT ON THE EAST BOUNDARY OF THE EAST JORDAN CANAL, SAID LOCATION BEING DETERMINED FROM FIELD MEASUREMENTS OF SAID CANAL AND OFFSETTING THE CENTER LINE THEREOF 33.00 FEET EACH SIDE;
- THENCE THE FOLLOWING SIXTY (60) COURSES COINCIDENT WITH SAID EASTERLY RIGHT OF WAY
- 1) NORTH 16°18'55" EAST 34.14 FEET TO A POINT OF CURVATURE;
  - 2) EASTERLY 65.75 FEET ALONG THE ARC OF A 52.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 73°41'05" EAST) THROUGH A CENTRAL ANGLE OF 72°26'57" TO A POINT OF COMPOUND CURVATURE;
  - 3) EASTERLY 95.04 FEET ALONG THE ARC OF A 297.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 01°14'08" EAST) THROUGH A CENTRAL ANGLE OF 18°20'05" TO A POINT OF TANGENCY;
  - 4) SOUTH 72°54'03" EAST 123.21 FEET;
  - 5) SOUTH 68°29'56" EAST 96.84 FEET;
  - 6) SOUTH 74°56'13" EAST 204.50 FEET;
  - 7) SOUTH 76°15'58" EAST 30.36 FEET TO THE WEST LINE OF SAID SECTION 14;
  - 8) SOUTH 76°15'58" EAST 99.82 FEET TO A POINT OF CURVATURE;
  - 9) SOUTHEASTERLY 77.91 FEET ALONG THE ARC OF A 117.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 13°44'02" WEST) THROUGH A CENTRAL ANGLE OF 38°09'03" TO A POINT OF TANGENCY;
  - 10) SOUTH 38°06'55" EAST 20.60 FEET;
  - 11) SOUTH 43°17'07" EAST 90.22 FEET;
  - 12) SOUTH 53°21'04" EAST 41.88 FEET TO A POINT OF CURVATURE;
  - 13) EASTERLY 114.74 FEET ALONG THE ARC OF A 208.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 36°38'56" EAST) THROUGH A CENTRAL ANGLE OF 31°36'25" TO A POINT OF TANGENCY;

- 14) SOUTH 84°57'29" EAST 22.15 FEET TO A POINT OF CURVATURE;
- 15) NORTHEASTERLY 147.89 FEET ALONG THE ARC OF A 318.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 05°02'31" EAST) THROUGH A CENTRAL ANGLE OF 26°38'45" TO A POINT OF TANGENCY;
- 16) NORTH 68°23'46" EAST 52.63 FEET;
- 17) NORTH 59°54'42" EAST 83.77 FEET;
- 18) NORTH 57°17'41" EAST 109.08 FEET;
- 19) NORTH 43°36'10" EAST 146.67 FEET;
- 20) NORTH 46°53'33" EAST 68.18 FEET TO A POINT OF CURVATURE;
- 21) EASTERLY 147.87 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 43°06'27" EAST) THROUGH A CENTRAL ANGLE OF 43°00'28" TO A POINT OF TANGENCY;
- 22) NORTH 89°54'01" EAST 106.28 FEET TO A POINT OF CURVATURE;
- 23) EASTERLY 132.19 FEET ALONG THE ARC OF A 553.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 00°05'59" WEST) THROUGH A CENTRAL ANGLE OF 13°41'46" TO A POINT OF REVERSE CURVATURE;
- 24) NORTHEASTERLY 24.68 FEET ALONG THE ARC OF A 197.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 13°47'46" EAST) THROUGH A CENTRAL ANGLE OF 07°10'41" TO A POINT OF TANGENCY;
- 25) NORTH 83°22'56" EAST 47.56 FEET TO A POINT CURVATURE;
- 26) NORTHERLY 154.54 FEET ALONG THE ARC OF A 145.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 06°37'04" WEST) THROUGH A CENTRAL ANGLE OF 61°04'02" TO A POINT OF TANGENCY;
- 27) NORTH 22°18'54" EAST 53.39 FEET;
- 28) NORTH 14°59'50" EAST 23.11 FEET;
- 29) NORTH 17°12'42" EAST 43.73 FEET;
- 30) NORTH 20°41'04" EAST 48.44 FEET;
- 31) NORTH 27°00'29" EAST 37.54 FEET;
- 32) NORTH 40°08'40" EAST 97.05 FEET TO A POINT OF CURVATURE;
- 33) NORTHWESTERLY 107.76 FEET ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 49°51'20" WEST) THROUGH A CENTRAL ANGLE OF 66°23'30" TO A POINT OF TANGENCY;
- 34) NORTH 26°14'50" WEST 145.67 FEET TO A POINT OF CURVATURE;
- 35) NORTHERLY 38.33 FEET ALONG THE ARC OF A 36.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 63°45'10" EAST) THROUGH A CENTRAL ANGLE OF 61°00'32" TO A POINT OF COMPOUND CURVATURE;
- 36) NORTHEASTERLY 129.84 FEET ALONG THE ARC OF A 247.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 55°14'18" EAST) THROUGH A CENTRAL ANGLE OF 30°07'04" TO A POINT OF REVERSE CURVATURE;
- 37) NORTHERLY 86.61 FEET ALONG THE ARC OF A 378.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 25°07'14" WEST) THROUGH A CENTRAL ANGLE OF 13°07'42" TO A POINT OF COMPOUND CURVATURE;
- 38) NORTHERLY 88.15 FEET ALONG THE ARC OF A 268.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 38°14'56" WEST) THROUGH A CENTRAL ANGLE OF 18°50'45" TO A POINT OF COMPOUND CURVATURE;
- 39) NORTHERLY 216.46 FEET ALONG THE ARC OF A 426.52 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 57°05'41" WEST) THROUGH A CENTRAL ANGLE OF 29°04'39" TO A POINT OF COMPOUND CURVATURE;
- 40) NORTHERLY 79.49 FEET ALONG THE ARC OF A 293.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 86°10'20" WEST) THROUGH A CENTRAL ANGLE OF 15°32'40" TO A

POINT OF TANGENCY;

41) NORTH 11°43'00" WEST 126.28 FEET;

42) NORTH 04°56'30" WEST 146.29 FEET;

43) NORTH 19°20'47" WEST 78.65 FEET TO A POINT OF CURVATURE;

44) NORTHWESTERLY 135.77 FEET ALONG THE ARC OF A 458.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 70°39'13" WEST) THROUGH A CENTRAL ANGLE OF 16°59'05" TO A POINT OF REVERSE CURVATURE;

45) NORTHERLY 93.80 FEET ALONG THE ARC OF A 192.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 53°40'08" EAST) THROUGH A CENTRAL ANGLE OF 27°59'31" TO A POINT OF TANGENCY;

46) NORTH 08°20'21" WEST 109.00 FEET;

47) NORTHWESTERLY 27.41 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 81°39'39" WEST) THROUGH A CENTRAL ANGLE OF 10°28'10" TO A POINT OF TANGENCY;

48) NORTH 18°48'32" WEST 177.80 FEET TO A POINT OF CURVATURE;

49) NORTHERLY 114.50 FEET ALONG THE ARC OF A 117.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 71°11'28" EAST) THROUGH A CENTRAL ANGLE OF 56°04'20" TO A POINT OF TANGENCY;

50) NORTH 37°15'48" EAST 198.36 FEET;

51) NORTH 22°11'09" EAST 151.65 FEET;

52) NORTH 06°12'20" EAST 103.55 FEET;

53) NORTH 10°29'22" EAST 156.99 FEET;

54) NORTH 09°01'33" WEST 134.33 FEET;

55) NORTH 17°45'19" WEST 122.06 FEET TO A POINT OF CURVATURE;

56) NORTHWESTERLY 133.77 FEET ALONG THE ARC OF A 239.45 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 72°14'41" WEST) THROUGH A CENTRAL ANGLE OF 32°00'27" TO A POINT OF TANGENCY;

57) NORTH 47°47'33" WEST 57.08 FEET;

58) NORTH 44°03'00" WEST 127.63 FEET;

59) NORTH 35°56'32" WEST 192.35 FEET;

60) NORTH 38°01'57" WEST 43.50 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 14;

THENCE NORTH 89°32'53" EAST 1109.31 FEET COINCIDENT WITH SAID SECTION LINE TO THE NORTH QUARTER CORNER THEREOF;

THENCE NORTH 89°46'54" EAST 2684.79 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST

QUARTER OF SAID SECTION 14 TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND LYING AND SITUATE IN THE NORTHWEST QUARTER OF SECTION 13 AND THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, BLUFFDALE CITY, UTAH. COMPRISING 25.94 ACRES, THE 0.11 ACRES OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY 10511150, IN BOOK 9639, AT PAGE 4090 OF THE SALT LAKE COUNTY RECORDS, THE 2.70 ACRES OF LAND LYING EAST OF THE DRAPER IRRIGATION CANAL BEING A PART OF THAT PARTICULAR 145.42 ACRE PARCEL OF LAND DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 2951594, IN BOOK 4497, AT PAGE 0208 OF SAID COUNTY RECORDS, AND THE 23.21 ACRE REMAINDER PARCEL OF THAT PARTICULAR PARCEL OF LAND DESCRIBED IN THAT CERTAIN CORRECTIVE

SPECIAL WARRANTY DEED RECORDED AS ENTRY 3582852, IN BOOK 5268, AT PAGE 0508 LESS AND EXCEPTING THEREFROM THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO GENEVA ROCK PRODUCTS BY THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AS ENTRY 7137991, IN BOOK 8145, AT PAGE 1122 OF SAID COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°46'54" EAST 2684.79 FEET BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 14 THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH THE WESTERLY AND SOUTHERLY LINES OF THAT PARTICULAR PARCEL OF LAND OWNED IN FEE SIMPLE BY PORTER'S POINT LLC AND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 9180282, IN BOOK 9040, AT PAGE 8024 OF SAID COUNTY RECORDS 1) SOUTH 11°21'38" WEST 1334.98 FEET (S11°21'20"W 1134.98 FEET PER SAID DEED, S11°21'28" 1334.50' PER ROS S2010-06-0294); 2) SOUTH 82°49'57" EAST 114.64 FEET (S82°53'51"E 114.64' PER ROS S2010-06-0294) AND THE PROLONGATION THEREOF TO THE EASTERLY BOUNDARY OF THE DRAPER IRRIGATION CANAL; THENCE NORTH 16°17'57" EAST 10.69 FEET (10.08' PER ROS S2010-06-0294) COINCIDENT WITH THE EAST BOUNDARY OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO MOUNT JORDAN LIMITED BY THAT CERTAIN WARRANTY DEED RECORDED AS ENTRY 7105086, IN BOOK 8112, AT PAGE 0706 OF SAID COUNTY RECORDS TO THE NORTHWEST CORNER OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO MOUNT JORDAN LIMITED BY THAT CERTAIN QUIT CLAIM DEED RECORDED AS ENTRY 10511150, IN BOOK 9639, AT PAGE 4090 OF SAID COUNTY RECORDS AND THE TRUE POINT OF BEGINNING;

THENCE COINCIDENT WITH THE NORTH LINE AND THE PROLONGATION THEREOF OF THE AFORESAID PARCEL, SOUTH 82°22'32" EAST (S82°22'40"E PER DEED, ENTRY 10511150) 588.78;

THENCE THE FOLLOWING THE FOLLOWING FIVE (5) COURSE COINCIDENT WITH THE EASTERLY AND SOUTHERLY BOUNDARIES OF BLUFFDALE HEIGHTS COMMERCIAL PARK PH 2, RECORDED IN BOOK 2008P AT PAGE 295 OF SAID COUNTY RECORDS, 1) NORTH 17°30'08" EAST (NORTH 17°30'00" EAST PLAT) 59.14 FEET TO A POINT OF CURVATURE; 2) NORTHERLY 71.30 FEET ALONG THE ARC OF A 700.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 72°29'52" EAST) THROUGH A CENTRAL ANGLE OF 05°50'10" TO A POINT OF COMPOUND CURVATURE; 3) EASTERLY 72.27 FEET ALONG THE ARC OF A 45.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 66°39'42" EAST) THROUGH A CENTRAL ANGLE OF 92°00'55" TO A POINT OF REVERSE; 4) EASTERLY 63.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 25°21'13" EAST) THROUGH A CENTRAL ANGLE OF 13°19'49" TO A POINT OF TANGENCY; 5) SOUTH 77°58'36" EAST (77°58'44"W PER SAID PLAT) 389.71 FEET TO THE SOUTHEAST CORNER THEREOF;

THENCE THE FOLLOWING THE SEVEN (7) COURSES COINCIDENT WITH THE NORTHWESTERLY BOUNDARY OF THAT PARTICULAR PARCEL OF LAND TRANSFERRED TO GENEVA ROCK PRODUCTS BY THAT CERTAIN DEED RECORDED AS ENTRY 7137991, IN BOOK 8145, AT PAGE 1122 OF SAID COUNTY RECORDS AND ALONG THE CENTER LINE OF A SIXTY (60) FOOT WIDE HAUL ROAD, 1) SOUTH 30°08'53" WEST (S30°08'53"W PER DEED, ENTRY 7137991) 131.59 FEET TO A POINT OF CURVATURE; 2) SOUTHWESTERLY 191.59 FEET ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE

RIGHT (CENTER BEARS NORTH 59°51'07" WEST) THROUGH A CENTRAL ANGLE OF 13°43'18" TO A POINT OF TANGENCY;

3) SOUTH 43°52'11" WEST (S43°52'06"W PER DEED, ENTRY 7137991) 631.35 FEET TO A POINT OF CURVATURE;

4) SOUTHERLY 211.77 FEET ALONG THE ARC OF A 800.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 46°07'30" EAST) THROUGH A CENTRAL ANGLE OF 15°10'01" TO A POINT OF TANGENCY;

5) SOUTH 28°42'10" WEST (S28°42'05"W PER DEED, ENTRY 7137991) 63.79 FEET TO A POINT OF CURVATURE;

6) SOUTHWESTERLY 419.21 FEET ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 61°17'50" WEST) THROUGH A CENTRAL ANGLE OF 48°02'18" TO A POINT OF TANGENCY;

7) SOUTH 76°44'28" WEST (S76°44'23"E PER DEED, ENTRY 7137991) 153.74 FEET;

THENCE THE FOLLOWING TWO (2) COURSES COINCIDENT WITH THE SOUTHWESTERLY BOUNDARY OF SAID GENEVA PARCEL, 1) NORTH 36°29'55" WEST (N36°30'W PER DEED, ENTRY 7137991) 646.39 FEET TO A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

2) NORTH 22°29'55" WEST (N22°30'W PER DEED, ENTRY 7137991) 59.95 FEET (59.96' PER ROS S2010-06-0294) TO A POINT ON THE EASTERLY LINE OF THE DRAPER IRRIGATION CANAL AND A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

THENCE THE FOLLOWING THREE (3) COURSES COINCIDENT WITH SAID EASTERLY BOUNDARY,

1) NORTH 43°28'59" EAST (S43°28'54"W PER ROS S1997-08-0594) 583.21 FEET TO A POINT OF CURVATURE AND A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

2) NORTHERLY 197.61 FEET ALONG THE ARC OF A 416.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 46°31'01" WEST) THROUGH A CENTRAL ANGLE OF 27°11'02" TO A POINT OF TANGENCY AND A NUMBER 5 REBAR AND CAP STAMPED PLS 356548;

3) NORTH 16°17'57" EAST (N16°17'52"E PER ROS S1997-08-0594) 99.35 FEET TO THE POINT OF BEGINNING.

## EXHIBIT B

### Legal Description of First Parcel

Land situated in Salt Lake County, State of Utah, and more particularly described as follows:

#### INDEPENDENCE AT THE POINT, PHASE 1

Located in the Northeast 1/4 of Section 14 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at the Northeast Corner of Section 14, T4S, R1W, S.L.B.&M. (basis of bearing: S89°46'54"W from the Northeast Corner to the North 1/4 Corner of Section 14, T4S, R1W, S.L.B.&M.) thence S11°21'38"W 380.46 feet; thence N78°13'55"W 106.09 feet; thence along the arc of a 1548.00 foot radius non-tangent curve (radius bears: N78°13'55"W) to the right 15.31 feet through a central angle of 0°34'00" (chord bears: S12°03'05"W 15.31 feet); thence N77°39'55"W 118.00 feet; thence along the arc of a 1430.00 foot radius non-tangent curve (radius bears: N77°39'55"W) to the right 973.30 feet through a central angle of 38°59'49" (chord bears: S31°50'00"W 954.62 feet); thence along the arc of a 780.00 foot radius non-tangent curve (radius bears: N41°00'21"E) to the right 569.84 feet through a central angle of 41°51'31" (chord bears: N28°03'54"W 557.25 feet); thence N7°08'08"W 191.40 feet; thence along the arc of a 300.00 foot radius curve to the left 161.26 feet through a central angle of 30°47'51" (chord bears: N22°32'04"W 159.32 feet); thence N52°04'00"E 60.00 feet; thence N89°43'51"E 48.71 feet; thence N0°16'09"W 97.50 feet; thence N6°11'34"E 35.18 feet; thence N0°16'22"W 149.77 feet to the north line of Section 14, T4S, R1W, SLB&M; thence N89°46'54"E along said section line 1049.14 feet to the point of beginning

Contains: ±18.0 Acres

#### COMMERCIAL LOT 1

Located in the Northwest 1/4 of Section 13 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at the southeast corner of Phase 2, Bluffdale Heights Commercial Park Subdivision, said point being located S89°39'36"E along the section line 437.36 feet and South 1,388.39 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B.&M.; thence along the southerly boundary of said subdivision of the following five (5) courses: N17°30'08"E 59.14 feet; thence along the arc of a 700.00 foot radius curve to the right 71.30 feet through a central angle of 5°50'10" (chord bears: N20°25'13"E 71.27 feet); thence along the arc of a 45.00 foot radius curve to the right 72.27 feet through a central angle of 92°00'55" (chord bears: N69°20'45"E 64.75 feet); thence along the arc of a 275.00 foot radius curve to the left 63.98 feet through a central angle of 13°19'49" (chord bears: S71°18'42"E 63.84 feet); thence S77°58'36"E 151.97 feet; thence S21°55'35"W 190.97 feet; thence N78°50'19"W 251.49 feet; thence N9°21'41"E 35.02 feet to the point of beginning.

Contains ±1.15 Acres

**COMMERCIAL LOT 2**

Located in the Northwest 1/4 of Section 13 Township 4 South, Range 1 West, Salt Lake Base & Meridian and more particularly described as follows:

Beginning at a point on the southerly line of Phase 2, Bluffdale Heights Commercial Park Subdivision, said point being located S89°39'36"E along the section line 749.72 feet and South 1,292.62 feet from the Northwest Corner of Section 13, T4S, R1W, S.L.B.&M.; thence S77°58'36"E along the southerly boundary of said subdivision 237.74 feet; thence along that real property at Entry No. 7137991:1998 in the Office of the Salt Lake County Recorder the following three (3) courses: S30°08'53"W 131.59 feet; thence along the arc of a 800.00 foot radius curve to the right 191.59 feet through a central angle of 13°43'18" (chord bears: S37°00'32"W 191.13 feet); thence S43°52'11"W 443.27 feet; thence N21°55'35"E 685.05 feet to the point of beginning.

Contains: +2.17 Acres

**EXHIBIT C**  
**Conceptual Plans**

*See attached.*



