

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MOUNTAIN WEST REIT, LLC
c/o Taylor Derrick Capital, LLC
Attn: Kelley Dixon
2298 W. Horizon Ridge Pkwy #213
Henderson, NV 89052

13962261 B: 11344 P: 4614 Total Pages: 10
06/01/2022 02:13 PM By: bmeans Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Parcel Identification Nos: 20-26-101-002, 20-26-101-008, 20-26-176-002 and 20-26-457-003

159064-CAF

**ASSIGNMENT OF RIGHTS
UNDER COVENANTS, CONDITIONS AND RESTRICTIONS,
SALES AGREEMENTS, PERMITS, AND DEVELOPMENT DOCUMENTS**

THIS ASSIGNMENT OF RIGHTS UNDER COVENANTS CONDITIONS AND RESTRICTIONS, SALES AGREEMENTS, PERMITS, AND DEVELOPMENT DOCUMENTS ("**Assignment**") is made as of June 1, 2022 by **CW COPPER RIM 1, LLC**, a Utah limited liability company ("**Assignor**") in favor of **MOUNTAIN WEST REIT, LLC**, a Delaware limited liability company ("**Assignee**").

WHEREAS, Assignee has agreed to make a loan to Assignor in the original principal amount of **THIRTY ONE MILLION DOLLARS (\$31,000,000)** ("**Loan**") pursuant to the terms of that certain Loan Agreement between Assignor, as Borrower, and Assignee, as Lender, of even date herewith ("**Loan Agreement**"), which Loan is evidenced by that certain Secured Promissory Note made by Assignor in favor of Assignee, dated of even date herewith in the original principal amount of **THIRTY ONE MILLION DOLLARS (\$31,000,000)** ("**Note**") and secured by, among other things, a Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Deed of Trust**") made by Assignor in favor of Assignee encumbering certain real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("**Property**"). Unless otherwise defined herein, capitalized terms used in this Assignment shall have the same meanings as set forth in the Loan Agreement.

WHEREAS, as a condition to making the Loan, Assignee requires Assignor to execute and deliver this Assignment to Assignee as further security for the Loan.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. **Assignment.** For value received, Assignor hereby absolutely and irrevocably conveys, transfers and assigns to Assignee:

1.1 All of Assignor's right, title and interest in any profits and/or sales proceeds (including earnest money deposits) now due or which may hereafter become due by virtue of any existing or future contracts which provide for the sale of Assignor's interest in all or any part of the Property (herein singularly or collectively referred to as the "**Sales Agreements**").

1.2 All of Assignor's right, title and interest in and to any and all zoning, use, building and other similar permits, licenses, approvals, certificates and/or other similar authorizations, to the full extent permitted by law (hereinafter collectively the "**Permits**") obtained by or on behalf of Assignor, or previously transferred to Assignor, in connection with the Property.

1.3 All of Assignor's right, title and interest in, to and under any and all existing or future development agreements, utility agreements, planning ordinances, master-planned approvals or similar entitlements (herein singularly or collectively referred to as the "**Development Documents**") relating to, benefitting and/or facilitating the development of the Property.

1.4 All of Assignor's right, title and interest as "Declarant" under all covenants, conditions and restrictions now or at any time hereafter encumbering the Property or any portion thereof, together with any and all amendments thereto (hereinafter collectively the "**CC&Rs**"); including, without limitation, any and all existing CC&Rs that currently encumber the Property as well as any and all future amendments, restatements, and new CC&Rs recorded against the Property.

The foregoing assignment, transfer and conveyance is intended to be and constitutes a present assignment, transfer and conveyance by Assignor to Assignee.

2. **Obligations Secured.** This Assignment is given for the purpose of securing:

2.1 Repayment of the Loan, including, but not limited to, all principal, interest and other charges and sums due and owing under the Note.

2.2 Payment of all other sums and charges becoming due and payable to Assignee under the provisions of the Loan Agreement, this Assignment, the Note, Deed of Trust, or any of the other Loan Documents.

2.3 The observance and performance of each and every obligation, covenant, agreement, representation and warranty of Assignor contained herein, or under the Loan Agreement, the Note, the Deed of Trust or any other Loan Document.

3. **Covenants of Assignor.** To protect the security of this Assignment, Assignor covenants and agrees:

3.1 To perform each of its obligations under the Permits, Development Documents, CC&Rs and Sales Agreements; at its sole cost and expense, to enforce or secure the performance of each obligation under the Sales Agreements to be performed by purchasers under the Sales Agreements (collectively, "**Purchaser**"); and not to materially modify the Permits, Development Documents, CC&Rs or Sales Agreements, without the prior written consent of Assignee. Assignor assigns to Assignee all Assignor's right and power to materially modify in any respect the terms of the Permits, Development Documents, CC&Rs and Sales Agreements and any attempt on the part of Assignor to exercise any such right without the written consent of Assignee shall be a breach of the terms hereof. After Assignee has given its written consent to any modified or new Permits, Development Documents, CC&Rs or Sales Agreement, Assignor shall deliver to Assignee copies of such modified or new Permits, Development Documents, CC&Rs or Sales Agreement as soon as such documents have been executed.

3.2 To defend at Assignor's sole cost any action in any manner connected with the Permits, Development Documents, CC&Rs and Sales Agreements, or the obligation hereunder, and to pay

all costs of Assignee, including reasonable attorneys' fees, in any such action in which Assignee may appear.

3.3 If Assignor fails to do any act as herein provided and such failure continues for ten (10) days after written notice thereof is given by Assignee to Assignor, then Assignee, but without obligation to do so and without notice to Assignor, and without releasing Assignor from any obligation hereof, may take action in such manner and to such extent as Assignee may deem necessary to protect the security described herein. These actions include specifically, without limiting Assignee's general powers, the defense of any action purporting to affect the security described herein or the rights or powers of Assignee, and also the performance of each obligation of Assignor set forth in the Permits, Development Documents, CC&Rs and Sales Agreements. In exercising such powers, Assignee may employ attorneys and other agents, and pay necessary costs and reasonable attorneys' fees. Assignor agrees to give prompt notice to Assignee of any default of any Purchaser and of any notice of default on the part of the Assignor with respect to the Sales Agreements, together with an accurate and complete copy thereof.

3.4 To pay immediately to Assignee upon demand all sums expended by Assignee under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the default rate provided in the Note and such sums shall be added to Assignor's indebtedness and shall be secured hereby and by the Deed of Trust.

4. **Assignor's Warranties.** Assignor represents and warrants to Assignee that: (a) Assignor has not executed any prior assignment of the Permits, Development Documents, CC&Rs or Sales Agreements or the proceeds due thereunder or performed any act or executed any instrument which might prevent Assignee from operating under any of the terms and conditions thereof, or which would limit Assignee in such operation; (b) to the knowledge of Assignor, no default now exists under the Permits, Development Documents, CC&Rs or Sales Agreements; (c) Assignor has good right, title and interest in and to the Permits, Development Documents, Sales Agreements and CC&Rs hereby assigned and the right to assign the same, and that no other person or entity has any right, title or interest therein; and (d) Assignor has duly and timely performed all of the terms, covenants, conditions and warranties set forth in the Permits, Development Documents, CC&Rs and Sales Agreements which are to be kept, observed and performed by Assignor.

5. **Limited License Back.**

5.1 So long as there exists no (i) "Event of Default" (as defined in the Loan Agreement); or (ii) uncured default in the performance of any material obligation, covenant or agreement contained herein, in the Sales Agreements, Development Documents, CC&Rs or Permits, Assignor shall (x) have a license to exercise all rights and powers of the "Declarant" under the CC&Rs, (y) have the right to enjoy all of the rights arising out of the Development Documents and Permits, and (z) have a license to collect upon, but not prior to, accrual, all sales proceeds, issues and profits coming due pursuant to the Sales Agreements and to hold the same as a trust fund to be applied, as required by Assignee, as follows:

(a) First, to the payment of taxes and assessments upon the Property before any penalty or interest is due thereon;

(b) Second, to the costs of insurance, maintenance, repairs and any other payments as required by the terms of the Deed of Trust;

(c) Third, to satisfaction of all obligations under the Permits, CC&Rs, Sales Agreements and Development Documents;

(d) Fourth, to the payment of interest, principal, and any other sums becoming due under the Note, the Loan Agreement and Deed of Trust; and

(e) Fifth, for Assignor's remaining purposes.

5.2 Upon the occurrence and continuance of (a) an Event of Default or (b) an uncured default in the performance of any material obligation, covenant or agreement contained herein, in the Sales Agreements, Development Documents, CC&Rs or Permits, Assignee may: (i) exercise any and all rights and remedies available to it under the Loan Documents, (ii) immediately exercise any and all rights of the "Declarant" under the CC&Rs; (iii) make, cancel, enforce or modify the Sales Agreements; (iv) exercise all rights under the Permits and Development Documents; (v) do any acts which Assignee deems proper to protect the security hereof, and (vi) either with or without taking possession of the Property, in its own name sue for or otherwise collect and receive all payments due under the Sales Agreements, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Assignee may determine. The entering and taking possession of the Property, the collection of such payments and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under the Deed of Trust or invalidate any act done pursuant to such notice.

5.3 Any default by Assignor in the performance of any material obligation herein contained that is not cured within any applicable notice and cure period shall constitute an Event of Default under the terms of the Deed of Trust entitling Assignee to all of its rights and remedies thereunder, including specifically the right to declare a default thereunder and to elect to sell the Property secured by the Deed of Trust, or foreclose the Deed of Trust as provided by law.

5.4 Assignee shall not be obligated to perform nor does it hereby undertake to perform any obligation under the Permits, Development Documents, CC&Rs, Sales Agreements or this Assignment and all claims which may be asserted against it by persons other than Assignor by reason of any alleged obligation to perform any of the terms in the Permits, Development Documents, CC&Rs or Sales Agreements; should Assignee incur any such liability, loss or damage under the Permits, Development Documents, Sales Agreements, CC&Rs or this Assignment, or in the defense of any such claims, the amount thereof, including costs and reasonable attorneys' fees, shall be secured hereby and by the Deed of Trust, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor to do so Assignee may declare all sums secured hereby immediately due and payable.

6. Miscellaneous.

6.1 Until all indebtedness secured hereby has been paid in full, any subsequent Permits, Development Documents, CC&Rs and Sales Agreements shall be deemed to be assigned to Assignee hereby, upon the terms and conditions herein contained, and Assignor agrees to execute all instruments necessary therefor.

6.2 Upon the payment in full of all indebtedness secured hereby, this Assignment shall automatically terminate and shall be of no effect. In such an event, Assignee agrees to execute any document reasonably necessary to release its interest hereunder. The affidavit of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

6.3 This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of Assignee, to any lender participating in the Note, and to any subsequent holder of said Note, and shall be binding upon Assignor, its successors and assigns. Pursuant to Section 12.3 of the Loan Agreement, Assignor shall immediately execute, upon the request of Assignee, such estoppels and confirmation as Assignee may reasonably require in order to facilitate any financings or participations arranged by Assignee, including, but not limited to, a certification by Assignor that, to the extent true, this Assignment is unmodified and in full force and effect and, to the knowledge of Assignor, there are no defaults by Assignee under this Assignment.

6.4 All notices hereunder shall be in writing and sent by certified mail to the addresses specified in the Loan Agreement.

6.5 Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted to Assignee herein shall be deemed to be a waiver by Assignee of the rights and remedies possessed by Assignee under the terms hereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor owned by Assignee may be exercised either prior to, simultaneously with, or subsequent to any action taken by Assignee hereunder.

6.6 This Assignment constitutes an irrevocable direction and authorization to all purchasers under Sales Agreements to pay all sales proceeds to Assignee upon demand from Assignee during the existence of an Event of Default without the necessity of any further consent or other action by Assignor.

6.7 Assignor hereby agrees to indemnify, protect and hold Assignee harmless from any and all liability, loss, damage or expense which Assignee may incur under or by reason of (i) this Assignment; (ii) any action taken by Assignee hereunder; or (iii) defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Permits, Development Documents, Sales Agreements or CC&Rs, excluding any such liability, loss, damage or expense to the extent attributable to the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including reasonable attorneys' fees, with interest thereon at the Default Rate provided in the Note shall be payable by Assignor immediately upon demand, and shall be secured hereby and by the Deed of Trust.


6.8 Assignee's failure to avail itself of any of the rights and remedies set forth in this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right or remedy, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note and Deed of Trust or of the benefit of the laws of the state in which the Property is situated. The rights of Assignee to collect the said indebtedness, to enforce any other security therefor, or to enforce any other right or remedy hereunder may be exercised by Assignee, either prior to, simultaneously with, or subsequent to, any such other action hereinbefore described, and shall not be deemed an election of remedies.

6.9 This Assignment shall be governed by and construed in accordance with Utah law.

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

ASSIGNOR:

CW COPPER RIM 1, LLC
A Utah limited liability company


By: DARLENE CARTER
Its: Authorized Agent

State of Utah)
 :SS
County of DAVIS)

On MAY 31, 2022, before me, TONY HILL, Notary Public
(insert name and title of the officer)

personally appeared DARLENE CARTER, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his aforestated capacity.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

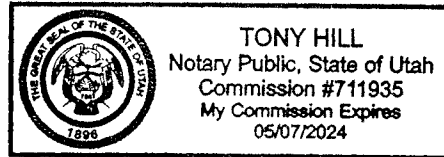


EXHIBIT "A"
Legal Description

The land referred to herein is situated in the County of Salt Lake, State of Utah, and is described as follows:

PARCEL 1:

A PORTION OF THE NW1/4 AND THE SW1/4 OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, LOCATED IN WEST JORDAN, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N89°41'31"E ALONG THE SECTION LINE 35.90 FEET FROM THE NORTHWEST CORNER OF SECTION 26, T2S, R2W, S.L.B.& M.; THENCE N89°41'31"E ALONG THE SECTION LINE 1,687.42 FEET TO THE NORTHWEST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 9577 PAGE 3458 OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE ALONG SAID DEED THE FOLLOWING 2 (TWO) COURSES AND DISTANCES: S0°18'29"E (DEED: S0°35'42"E) 933.40 FEET; THENCE N89°41'31"E 938.05 FEET TO THE EAST LINE OF SAID NW1/4; THENCE S0°35'36"E ALONG THE 1/4 SECTION LINE 1,704.16 FEET TO THE CENTER 1/4 CORNER OF SAID SECTION 26 AT A POINT ON THE NORTHERLY LINE OF COPPER RIM SUBDIVISION, PHASE 1B, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 13 (THIRTEEN) COURSES AND DISTANCES: S31°08'59"W 99.22 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 467.25 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N35°51'46"E) TO THE RIGHT 66.89 FEET THROUGH A CENTRAL ANGLE OF 8°12'09" (CHORD: N50°02'10"W 66.83 FEET); THENCE N45°55'16"W 97.65 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT 25.56 FEET THROUGH A CENTRAL ANGLE OF 77°04'03" (CHORD: N7°23'09"W 23.67 FEET); THENCE N31°08'53"E 8.29 FEET; THENCE ALONG THE ARC OF A 351.75 FOOT RADIUS CURVE TO THE LEFT 16.12 FEET THROUGH A CENTRAL ANGLE OF 2°37'32" (CHORD: N29°50'07"E 16.12 FEET); THENCE N61°28'39"W 53.50 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 19.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N61°28'40"W) TO THE RIGHT 35.00 FEET THROUGH A CENTRAL ANGLE OF 105°33'29" (CHORD: S81°18'05"W 30.26 FEET); THENCE N45°55'10"W 17.13 FEET; THENCE S44°04'50"W 70.00 FEET; THENCE S45°55'10"E 42.23 FEET; THENCE ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE RIGHT 25.56 FEET THROUGH A CENTRAL ANGLE OF 77°04'06" (CHORD: S7°23'10"E 23.67 FEET); THENCE S31°08'53"W 93.35 FEET TO THE NORTHEAST CORNER OF PARCEL B, PHASE 2, COPPER RIM SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 7 (SEVEN) COURSES AND DISTANCES: N57°21'14"W 102.85 FEET; THENCE N32°02'47"E 15.91 FEET; THENCE N19°40'50"W 23.86 FEET; THENCE N60°07'49"W 9.76 FEET; THENCE N57°21'14"W 66.00 FEET; THENCE N52°01'34"W 59.84 FEET; THENCE N57°36'46"W 28.42 FEET TO THE NORTHEAST CORNER OF PARCEL A, PHASE 3A, COPPER RIM SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 14 (FOURTEEN) COURSES AND DISTANCES: N57°33'42"W 166.82 FEET; THENCE N30°21'18"W 10.19 FEET; THENCE N55°17'21"W 30.84 FEET; THENCE N88°16'48"W 10.14 FEET; THENCE N57°27'50"W 179.85 FEET; THENCE N41°02'22"W 111.00 FEET; THENCE N48°35'46"W 34.30 FEET; THENCE N87°43'08"W 23.58 FEET; THENCE ALONG THE ARC OF A 60.32 FOOT RADIUS CURVE TO THE RIGHT 48.18 FEET THROUGH A CENTRAL ANGLE OF 45°45'47" (CHORD: N59°58'30"W 46.91 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF AN 89.52 FOOT RADIUS CURVE TO THE RIGHT 60.17 FEET THROUGH A CENTRAL ANGLE OF 38°30'44" (CHORD: N21°22'38"W 59.05 FEET) TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 19.11 FOOT RADIUS CURVE TO THE LEFT 28.21 FEET THROUGH A CENTRAL ANGLE OF 84°35'18" (CHORD: N49°06'39"W 25.71 FEET); THENCE S89°22'11"W 103.70 FEET; THENCE S85°17'01"W 16.19 FEET; THENCE ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT 24.04 FEET THROUGH A CENTRAL ANGLE OF 27°32'44" (CHORD: S64°14'45"W 23.81 FEET) TO THE EASTERLY LINE OF COPPER RIM DRIVE AS DEFINED AND DESCRIBED AS A PART OF PHASE 3B, COPPER RIM SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING 19

(NINETEEN) COURSES AND DISTANCES: N1°01'17"W 21.69 FEET; THENCE ALONG THE ARC OF A 416.00 FOOT RADIUS CURVE TO THE LEFT 42.28 FEET THROUGH A CENTRAL ANGLE OF 5°49'22" (CHORD: N2°37'27"W 42.26 FEET); THENCE N5°32'08"W 23.52 FEET; THENCE ALONG THE ARC OF A 34.00 FOOT RADIUS CURVE TO THE RIGHT 40.20 FEET THROUGH A CENTRAL ANGLE OF 67°44'48" (CHORD: N28°20'16"E 37.90 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF AN 84.00 FOOT RADIUS CURVE TO THE RIGHT 48.41 FEET THROUGH A CENTRAL ANGLE OF 33°01'16" (CHORD: N78°43'18"E 47.74 FEET); THENCE S82°42'18"E 2.45 FEET; THENCE N9°59'19"E 38.33 FEET; THENCE N25°28'33"E 35.43 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 93.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N26°38'37"E) TO THE RIGHT 51.47 FEET THROUGH A CENTRAL ANGLE OF 31°42'26" (CHORD: N47°30'10"W 50.81 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 383.00 FOOT RADIUS CURVE TO THE RIGHT 92.31 FEET THROUGH A CENTRAL ANGLE OF 13°48'32" (CHORD: N24°44'41"W 92.08 FEET); THENCE S73°11'15"W 32.66 FEET; THENCE N84°19'32"W 42.07 FEET; THENCE S8°29'04"W 2.15 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF AN 83.00 FOOT RADIUS NON-TANGENT CURVE (RADIUS BEARS: N79°42'22"W) TO THE RIGHT 72.72 FEET THROUGH A CENTRAL ANGLE OF 50°11'58" (CHORD: S35°23'37"W 70.42 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 333.00 FOOT RADIUS CURVE TO THE RIGHT 31.99 FEET THROUGH A CENTRAL ANGLE OF 5°30'18" (CHORD: S63°14'45"W 31.98 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE ALONG THE ARC OF A 134.00 FOOT RADIUS CURVE TO THE RIGHT 25.20 FEET THROUGH A CENTRAL ANGLE OF 10°46'28" (CHORD: S71°23'08"W 25.16 FEET); THENCE S76°46'21"W 32.70 FEET; THENCE ALONG THE ARC OF A 935.00 FOOT RADIUS CURVE TO THE LEFT 459.17 FEET THROUGH A CENTRAL ANGLE OF 28°08'14" (CHORD: S62°42'14"W 454.57 FEET); THENCE S48°38'06"W 87.75 FEET (PLAT: 87.67 FEET) TO THE EASTERLY RIGHT-OF-WAY OF THE MOUNTAIN VIEW CORRIDOR (STATE ROUTE 85); THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING 13 (THIRTEEN) COURSES AND DISTANCES: N32°46'47"W 0.74 FEET; THENCE N30°26'24"W 206.28 FEET; THENCE N49°05'36"E 37.47 FEET; THENCE N40°54'24"W 149.31 FEET; THENCE N23°38'36"W 378.38 FEET; THENCE N19°32'35"W 357.21 FEET; THENCE N3°54'49"E 133.37 FEET; THENCE N70°27'25"E 126.81 FEET; THENCE N8°24'01"E 127.59 FEET; THENCE N31°04'25"W 179.83 FEET; THENCE N85°48'05"W 145.75 FEET; THENCE S75°58'16"W 48.42 FEET; THENCE N14°59'13"W 731.27 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND, AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 4, 2019 AS ENTRY NO. 13091874 IN BOOK 10841 AT PAGE 3585 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, TO-WIT:

BEGINNING AT A POINT WHICH IS SOUTH 89°58'45" WEST 1491.42 FEET AND NORTH 2471.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 57°13'13" EAST 100.79 FEET; THENCE NORTH 03°07'59" EAST 41.49 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 27°03'19" WEST) 20.59 FEET (CHORD NORTH 39°21'15" EAST 20.01 FEET) TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 76.75 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 74°14'35" WEST) 12.34 FEET (CHORD NORTH 20°21'51" EAST 12.33 FEET); THENCE NORTH 24°58'11" EAST 26.18 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 276.75 FOOT RADIUS CURVE TO THE RIGHT 50.68 FEET (CHORD NORTH 30°12'57" EAST 50.61 FEET) TO A POINT OF TANGENCY; THENCE NORTH 35°27'43" EAST 48.94 FEET; THENCE NORTH 32°52'23" EAST 86.69 FEET; THENCE NORTH 30°51'34" EAST 28.21 FEET; THENCE NORTH 37°23'44" EAST 58.87 FEET; THENCE NORTH 35°19'07" WEST 30.17 FEET TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 19.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 35°19'07" WEST) 23.30 FEET (CHORD NORTH 12°00'28" EAST 25.76 FEET) TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 545.00 RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 59°20'03" EAST) 269.53 FEET (CHORD NORTH 16°29'52" WEST 266.80 FEET) TO A POINT ON A CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF A 544.38 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 87°39'44" EAST) 92.15 FEET (CHORD NORTH 02°30'43" EAST 92.04 FEET) TO A POINT ON A CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 65.00 FOOT

RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 82°38'29" WEST) 123.07 FEET (CHORD NORTH 46°53'03" WEST 105.49 FEET); THENCE NORTH 11°07'36" WEST 87.34 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 1528.85 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 12°54'41" EAST) 585.66 FEET (CHORD SOUTH 66°06'52" WEST 582.08 FEET); THENCE SOUTH 30°26'17" EAST 63.22 FEET; THENCE SOUTH 32°46'47" EAST 760.43 FEET TO THE POINT OF BEGINNING.(AKA PARCEL D)

PARCEL 2:

A PARCEL OF LAND SITUATE IN THE SOUTH HALF OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, SALT LAKE COUNTY, UTAH, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR AND THE NORTH RIGHT OF WAY LINE OF 7800 SOUTH STREET; SAID POINT BEING NORTH 89°58'34" EAST 216.99 FEET ALONG THE SECTION LINE AND NORTH 0°01'26" WEST 84.36 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) NORTH 20°15'47" WEST 224.33 FEET TO A POINT OF CURVATURE ON A 1,108.00 FOOT RADIUS CURVE TO THE LEFT; (2) NORTHWESTERLY 561.19 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS NORTH 34°46'20" WEST FOR A DISTANCE OF 555.21 FEET); (3) NORTH 49°17'49" WEST 75.46 FEET TO A POINT ON THE SOUTHERLY CORNER OF THE WEST JORDAN CITY PARCEL, AS DESCRIBED PER ENTRY 12993692, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; RUNNING THENCE ALONG THE BOUNDARY LINES OF SAID PARCEL THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 39°17'14" EAST 218.39 FEET; (2) NORTH 0°00'03" EAST 196.33 FEET; THENCE NORTH 39°25'08" EAST 137.83 FEET; THENCE SOUTH 50°39'38" EAST 7.01 FEET; THENCE NORTH 53°39'17" EAST 345.25 FEET TO A POINT OF CURVATURE ON A 200.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY 30.59 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS NORTH 49°16'24" EAST FOR A DISTANCE OF 30.56 FEET); THENCE NORTH 44°53'30" EAST 53.01 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COPPER RIM DRIVE, RUNNING THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF COPPER RIM DRIVE, THE FOLLOWING TWO (2) COURSES & DISTANCES: (1) SOUTH 45°06'31" EAST 175.87 FEET TO A POINT OF CURVATURE WITH A 1908.69 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF SAID CURVE BEARS SOUTH 44°30'47" WEST (2) THENCE SOUTHEASTERLY 240.71 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 41°52'27" EAST FOR A DISTANCE OF 240.55 FEET); THENCE SOUTH 77°31'49" WEST 132.96 FEET TO POINT OF CURVATURE WITH A 284.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 189.30 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 58°26'05" WEST FOR A DISTANCE OF 185.82 FEET); THENCE SOUTH 39°20'22" WEST 83.55 FEET; THENCE NORTH 50°39'38" WEST 20.52 FEET; THENCE SOUTH 41°42'34" WEST 283.49 FEET; THENCE SOUTH 48°17'26" EAST 631.98 FEET TO POINT OF CURVATURE WITH A 150.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY 97.40 FEET ALONG THE ARC OF SAID CURVE (CHORD TO SAID CURVE BEARS SOUTH 66°53'37" EAST FOR A DISTANCE OF 95.70 FEET); THENCE SOUTH 0°02'45" EAST 300.65 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 7800 SOUTH STREET; THENCE WESTERLY ALONG THE NORTH RIGHT OF WAY LINE OF SAID 7800 SOUTH STREET THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 89°59'10" WEST 31.81 FEET; (2) NORTH 88°21'05" WEST 231.29 FEET; (3) SOUTH 89°44'01" WEST 154.96 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

A PORTION OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 201, COPPER RIM - PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED DECEMBER 18, 2020 AS ENTRY NO. 13503541, BOOK 2020P, PAGE 297 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER AND ON THE WESTERLY LINE OF COPPER RIM DRIVE AS DETERMINED BY COPPER RIM - PHASE 1B, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AUGUST 6, 2020 AS ENTRY NO. 13353053, BOOK 2020P, PAGE 188 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 89°43'41" WEST 2,800.77 FEET ALONG THE QUARTER SECTION LINE AND SOUTH 00°16'19" EAST 646.29 FEET FROM THE EAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID COPPER RIM - PHASE 1B THE FOLLOWING TWO (2) COURSES: (1) SOUTH 35°17'56" EAST 35.50 FEET; THENCE (2) SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,025.58 FEET (RADIUS BEARS: NORTH 54°41'25" EAST) A DISTANCE OF 38.28 FEET THROUGH A CENTRAL ANGLE OF 02°08'19" CHORD: SOUTH 36°22'44" EAST 38.28 FEET TO THE WESTERLY LINE OF COPPER RIM DRIVE AS DETERMINED BY COPPER RIM - PHASE 1A, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED AUGUST 4, 2020, BOOK 2020P, PAGE 186 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID PLAT THE FOLLOWING FOUR (4) COURSES (1) SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,035.00 FEET (RADIUS BEARS: NORTH 52°34'54" EAST) A DISTANCE OF 300.83 FEET THROUGH A CENTRAL ANGLE OF 16°39'12" CHORD: SOUTH 45°44'42" EAST 299.77 FEET; THENCE (2) SOUTH 54°04'17" EAST 97.92 FEET; THENCE (3) SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 965.00 FEET (RADIUS BEARS: SOUTH 35°55'42" WEST) A DISTANCE OF 151.01 FEET THROUGH A CENTRAL ANGLE OF 08°57'58" CHORD: SOUTH 49°35'19" EAST 150.86 FEET; THENCE (4) SOUTH 45°06'20" EAST 64.87 FEET; THENCE SOUTH 44°53'30" WEST 52.99 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 200.00 FEET A DISTANCE OF 30.59 FEET THROUGH A CENTRAL ANGLE OF 08°45'46" CHORD: SOUTH 49°16'24" WEST 30.56 FEET; THENCE SOUTH 53°39'17" WEST 366.39 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 114.32 FEET (RADIUS BEARS: SOUTH 36°16'29" EAST) A DISTANCE OF 94.45 FEET THROUGH A CENTRAL ANGLE OF 47°20'11" CHORD: SOUTH 30°03'26" WEST 91.79 FEET; THENCE WEST 29.27 FEET; THENCE SOUTH 89°59'04" WEST 174.14 FEET TO AND ALONG THE NORTHERLY PROPERTY LINE DETERMINED BY THAT CERTAIN WARRANTY DEED RECORDED MAY 22, 2019 AS ENTRY NO. 12993692, BOOK 10783, PAGES 7354-7356 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE ALONG SAID DEED THE FOLLOWING TWO (2) COURSES: (1) SOUTH 49°32'10" WEST 149.97 FEET; THENCE (2) SOUTH 39°17'13" WEST 120.00 FEET; THENCE NORTH 50°42'49" WEST 204.79 FEET; THENCE NORTH 32°46'47" WEST 349.35 FEET TO THE SOUTHERLY LINE OF SAID COPPER RIM - PHASE 2; THENCE SAID PLAT THE FOLLOWING FIVE (5) COURSES: (1) NORTH 57°13'13" EAST 218.98 FEET; THENCE (2) ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 648.75 FEET A DISTANCE OF 194.72 FEET THROUGH A CENTRAL ANGLE OF 17°11'51" CHORD: NORTH 48°37'18" EAST 193.99 FEET; THENCE (3) NORTH 40°01'22" EAST 344.74 FEET; THENCE (4) ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 351.25 FEET A DISTANCE OF 89.99 FEET THROUGH A CENTRAL ANGLE OF 14°40'42" CHORD: NORTH 47°21'43" EAST 89.74 FEET; THENCE (5) NORTH 54°42'04" EAST 33.52 FEET TO THE POINT OF BEGINNING.

Parcel Identification Numbers: 20-26-101-002, 20-26-101-008, 20-26-176-002 and 20-26-457-003 (for reference purposes only)