

**RESERVATION, DECLARATION AND GRANT OF EASEMENTS  
(Existing and Future Systems)**

THIS RESERVATION, DECLARATION AND GRANT OF EASEMENTS (the "Declaration") is made and entered into this 18<sup>th</sup> day of June, 2014, by ANDERSON GENEVA, L.L.C., a Delaware limited liability company, VINEYARD INDUSTRIAL, LLC, a Utah limited liability company, and ICE CASTLE RETIREMENT FUND L.L.C., a Delaware limited liability company (collectively "Anderson"), and UTAH VALLEY UNIVERSITY, a body politic and corporate of the State of Utah ("UVU").

**RECITALS**

WHEREAS, Anderson is the owner of certain lands which were formerly known as the Geneva Steel plant, located in the Town of Vineyard, Utah County, State of Utah, which lands are more fully described at Exhibit A, attached hereto and by reference made a part hereof (herein sometimes referred to as the "Anderson Lands"); and

WHEREAS, Anderson will sell, and UVU will purchase, pursuant to the Real Estate Purchase and Sale Agreement dated June 18, 2014, 2014 ("REPSA"), certain of the Anderson Lands which are described at Exhibit B ("Property" provided that the term "Property" shall initially refer to Parcel 1 as described on Exhibit B; the term "Property" shall also include Parcel 2 as described on Exhibit B if and when Anderson closes on the sale of Parcel 2 to UVU which the parties shall confirm with a recorded supplement to this Declaration); and

WHEREAS, there currently exists within the Anderson Lands and the Property certain structures for underground and above ground land drains, canals and ditches. The existing system as known to Anderson are depicted on Exhibit C attached hereto and by reference made a part hereof (the "Existing Water Drainage System"); and

WHEREAS, in connection with the sale of the Property to UVU, Anderson desires to retain an easement for the use and maintenance of the Existing Water Drainage System; and

WHEREAS, Anderson desires certain other easements across the Property for sewer, utilities, storm drain, water, roads or other needs of the Anderson Lands, at locations as depicted at Exhibits D-1 and D-2 and as described herein; and

NOW THEREFORE, the parties declare, adopt and agree that the following easements, rights and burdens will affect and be reserved in the Property, for the benefit of the Anderson Lands:

1. Grant and Acknowledgment of Easements. Anderson declares, grants, reserves and establishes the following easements on the Property for the benefit of the Anderson Lands, and UVU acknowledges that the Property will be conveyed and received subject to the following easements over, under and across the Property.

2. Water Drainage Easements. Anderson reserves for its exclusive use an easement for the Existing Water Drainage System which is described as follows:

a. Location of Easements. The Existing Water Drainage System shall consist of those existing ditches, canals, drains and underground structures which exist within the Property and are depicted at Exhibit C. The locations depicted for the underground structures and systems are understood by the parties to be their best approximations of location and extent of the system based on blueprints of the former Geneva Steel plant and knowledge. Exact locations are difficult to establish and there may be structures which are not shown. Nevertheless, as parties obtain better survey information or actual survey descriptions of the locations, each party agrees to provide the information to the other and the parties agree to act reasonably upon request from time to time to amend Exhibit C of this Declaration to establish more precise locations. In connection with any replacement, modification, enhancement, upgrade or expansion of the Existing Water Drainage System by Anderson or a municipality, which is located on the Property, or which affects the Property, Anderson or the municipality, as the case may be, shall complete a survey of the Existing Water Drainage System for the area of any such activity, and upon request of either party, prepare an amendment to this Declaration providing a legal description for the affected area of the Property.

b. Grant and Reservation of Existing Water Drainage System Easements. This grant, reservation and establishment of Existing Water Drainage System easements shall be exclusively for the benefit and use of Anderson and its successors or assigns (except such rights as are also granted and reserved herein for UVU), for the use, maintenance, operation, repair, replacement, modification, enhancement, upgrade and expansion of the Existing Water Drainage System, plus an area which extends fifteen (15) feet on either side of the centerline of any such system structures, excluding the ditch. For the ditch which exists on the west boundary of the Property, the easement shall include an area extending east twenty (20) feet from the east boundary of the present ditch and extending west to the west boundary of the Property. In regard to this easement, it shall include the right to install and replace all structures and ditches with conduits, pipes, culverts, concrete structures, pumps and the like, with such electrical conduits and wires, electrical lines, control lines, vaults, vents, manholes and other such equipment and improvements as may be reasonably necessary for such systems. In respect to all of the foregoing uses by Anderson, such activities shall be conducted by Anderson at its sole cost and expense. Notwithstanding the foregoing: (i) UVU shall be entitled to the use the easement area for any use not inconsistent with this grant of easement; (ii) Public Utilities (as defined below) and utility lateral lines serving the Property shall be permitted to cross the Existing Water Drainage System or run parallel to the Existing Water Drainage System within the easement area so long as such Public Utilities or lateral lines do not interfere with the easement rights granted herein; and (iii) UVU shall be entitled to construct, use, repair and replace bridges across ditches and landscaping and pavement across underground portions of the Existing Water Drainage System as may be reasonably required to develop and maintain the Property. If UVU constructs any such surface improvements, Anderson shall have no responsibility for

repair or replacement of such surface improvements, to the extent they are damaged from the use and maintenance of the easement by Anderson.

(iii). Cooperation of Parties. In respect to its use of the Existing Water Drainage System, Anderson shall cooperate with UVU in all respects related to the design, construction, maintenance, repair, replacement and operation of the Existing Water Drainage System. Any replacement, modification, enhancement, upgrade and/or expansion by Anderson to the Existing Water Drainage System that is located on the Property or which affects the Property shall be approved in advance by UVU, which approval shall not be unreasonably withheld or delayed. Once UVU initiates the design process for any improvements on the Property, UVU will provide Anderson with all plans, permits, documents, drawings and specifications for such improvements which are located on the Property or which affect the Existing Water Drainage System at least sixty (60) days in advance of commencement of work on any such improvements. Similarly, Anderson shall give UVU written notice at least sixty (60) days in advance of the commencement of any significant work on the Existing Water Drainage System that may affect the Property. In the exercise of its rights, Anderson shall use commercially reasonable efforts to conduct such work and operations so as to minimize interference with the use and operations of the Property.

(iv). UVU Rights. Anderson hereby grants to UVU the right, at the sole cost and expense of UVU, to: (a) modify, repair or replace portions of the Existing Water Drainage System (other than the ditch on the west boundary of the Property) to the extent required in connection with its use of the Property; (b) relocate portions of the Existing Water Drainage System (other than the ditch on the west boundary of the Property) to the extent required in connection with its use of the Property provided that the area to which the system is relocated does not impose any materially greater obligation on Anderson and does not materially and adversely affect use and operation of the Existing Water Drainage System (in which event, the easement granted above shall also be deemed relocated); and (c) to continue use of the Existing Water Drainage System in accordance with Paragraph 14 below. Any damage to the Existing Water Drainage System resulting from the exercise of the rights granted to UVU as provided above shall be at the sole cost and expense of UVU (or the individual owner of the Property exercising such rights), who shall cooperate with Anderson in assuring that the Existing Water Drainage System will continue to be functional for the purposes intended. Any modifications as described above necessitated by the activities of UVU shall not adversely affect the use, capacity, performance, or maintenance of the Existing Water Drainage System. All such modifications as described above shall be approved by Anderson in advance, which approval shall not be unreasonably withheld or delayed.

3. Utility Easements. Anderson hereby reserves and grants to itself for the benefit of the Anderson Lands, the following utility Easements (“Utility Easements”) over, across, under and through the Property for the following uses and purposes:

a. Storm, Sewer and Surface Drainage. Anderson reserves an exclusive 30 foot right of way and easement at the locations shown in Exhibit D-2 of this Declaration

for the purpose of construction, installation, maintenance, replacement, modification, enhancement, upgrade or expansion of an underground storm drain pipeline for the purpose of drainage of surface water from the Anderson Lands and for an underground sewer pipeline providing service to all or part of the Anderson Lands and for access to the easement. The location of the easement may be adjusted after consultation with UVU if reasonably required for purposes of cost effective engineering, so long as such adjustment does not unreasonably restrict the use and development of the Property. Notwithstanding the foregoing, prior to the initial installation by Anderson of a storm drain or sewer pipeline by Anderson within the area shown at Exhibit D-2 and prior to installation by Anderson of connecting pipelines to the future storm drain or sewer pipeline location, if UVU desires to move the easement location for purpose of benefitting its own development plans, UVU shall make a written request to Anderson for such purpose and shall present to Anderson the UVU plans showing the purpose for the change in location. UVU shall have the right to move the pipeline easement location in either a north or south direction by up to 200 feet, so long as the move does not materially increase the cost (i.e. more than 10%) of engineering, construction, installation and maintenance of a storm drain or sewer pipeline system affecting the Anderson Lands. Such easements may be dedicated to Vineyard Town or other entity normally having responsibility for such utilities in the form required by such entities in the form required by such entities, and shall include access over and across the Property as may be reasonably required for use of the easements.

b. Utilities. Anderson reserves a 20 foot right of way and easement within the perimeter boundaries of the Property for the purpose of construction, installation, maintenance, replacement, modification, enhancement, upgrade or expansion of underground electric lines, gas lines, telephone or communications lines, water lines, sewer lines, storm drainage and such other utilities ("utilities") as may be reasonably required for development and use of the Anderson Lands, or as may be required for Vineyard Town or other utility providers in connection with the development and use of the Anderson Lands; together with the right of access to such easement over and across the Property. The perimeter easement for utilities for the west boundary of the Property shall be east of the east bank of the ditch which is a part of the Existing Water Drainage System, and shall include any existing tunnels, utility easements or other utility facilities currently existing at the west boundary and extending into the Union Pacific Railroad Company lands west of the Property. Such easements may be dedicated to Vineyard Town or other entity normally having responsibility for such utilities in the form required by such entities. For areas of the Property which will be or are adjacent to public roads or if the perimeter area included in the easement is or will be dedicated for public road purposes, this easement and right of way will be adjusted to be 20' from the back of the dedication line of the public roadway subject to any easements granted therein and any structures or improvements already constructed or under construction within such relocated 20' easement.

c. Power Transmission Line. Anderson reserves a non-exclusive 50 foot right of way and easement at the locations shown at Exhibit D-2 of this Declaration for the purpose of construction, installation, maintenance, replacement, modification,

enhancement, upgrade or expansion of electric service and transmission lines for development and use of the Anderson Lands or as may be required by the provider of electrical service for development and use of the Anderson Lands or the Property, together with the right of access to the easement. Such easement may be dedicated to Vineyard Town or other entity normally having responsibility for electric service utilities or lines in the form required by such entities.

d. Sewer Easement. Anderson reserves an exclusive 40 foot right of way and easement at the location shown in Exhibit D-2 of this Declaration for the purpose of construction, installation, maintenance, replacement, modification, enhancement, upgrade or expansion of an underground sewer pipeline providing service to all or part of the Anderson Lands and for access to the easement. Such easement may be dedicated to Vineyard Town or other entity normally having responsibility for such sewer pipelines in the form required by such entities, and shall include access over and across the Property as may be reasonably required for use of the easements.

e. UVU Rights as to Easements. With respect to the utility easements described in Paragraph 3.a.-d. above: (i) UVU shall be entitled to the use the easement area for any use not inconsistent with this grant of easement; (ii) Public Utilities (as defined below) and utility lateral lines serving the Property shall be permitted to cross the utility lines or run parallel to the utility lines installed within these easement areas so long as such Public Utilities and/or lateral lines do not interfere with the easement rights granted herein; and (iii) UVU shall be entitled to construct, use, repair and replace access roads, pavement, landscaping, fences and other improvements (other than buildings) on the surface of such easement areas as may be reasonably required to develop and maintain the Property.

f. UVU Rights as to Utility Lines. All utility lines and all improvements installed in connection with the easements granted in Paragraph 3a.-d.above shall be underground except for such appurtenances to underground utility lines as are normally at grade (e.g., manhole covers and valve covers) or above ground (e.g., electric or phone pedestals), and except for electrical transmission lines (as opposed to common distribution lines. UVU shall have the right to (a) relocate portions of such utility lines and improvements to the extent required in connection with its use of the Property provided that the area to which the utility lines and/or improvements are relocated does not impose any materially greater obligation on Anderson and does not materially and adversely affect use and operation of such utility lines (in which event, the easement granted above shall also be deemed relocated); and (b) to tie into such utility lines provided that the use and operation of the utility lines is not materially and adversely affected and that the provider of such utility service approves of the tie in. The rights granted herein to UVU shall be subject to and in accordance with the rights granted to any utility provider. In conveying rights to any utility provider, Anderson shall not be required to reserve rights provided herein to UVU. Any damage to such utility lines and/or improvements resulting from the exercise of the rights granted to UVU as provided above shall be at the sole cost and expense of UVU (or the individual owner of the Property exercising such rights), who shall cooperate with Anderson in assuring that

the utility lines will continue to be functional for the purposes intended. All such modifications as described above shall be approved by Anderson in advance, which approval shall not be unreasonably withheld or delayed.

g. Trails. Anderson reserves a 20 foot right of way and easement along the east boundary of the ditch at the west boundary of the Property for the limited purpose of constructing, erecting, operating and/or maintaining a pedestrian and/or cycling trail system through the Anderson Lands and the Property ("West Pedestrian Easement"), which may be dedicated to Vineyard Town or a master association created for the purpose of owning and maintaining trails in the Anderson Geneva masterplanned development in Vineyard Town. Anderson shall be responsible for meeting whatever requirements may be statutorily imposed in order for use such trails to enjoy the limitations on landowner liability provided by statute for the recreational use of another's lands (including, without limitation, U.C.A. §57-14-101 et seq.). In addition, Anderson (to the extent it retains ownership thereof) shall remain liable for maintaining the trails in a condition required to prevent physical injury or death to anyone, authorized or unauthorized, using the trails.

(i) The location of the West Pedestrian Easement shall be east of the east bank of the ditch which is a part of the Existing Water Drainage System. The West Pedestrian Easement shall also include the right to pedestrian and equipment access to any reserved easement herein. The width and character of such system shall be such as may be required by Vineyard Town, or consistent with a plan developed within the Anderson Lands and any property master plans developed thereon, provided that such system shall be installed and maintained at the sole cost of Anderson and further provided that any width greater than set forth above or any character different than the pedestrian and cycling trail described above shall be subject to the prior written approval of UVU. Any use of and work on the West Pedestrian Easement shall be performed in a manner as to reasonably minimize the impact of such construction, maintenance, or use, upon the Property; provided, however that such a West Pedestrian Easement may be dedicated to Vineyard Town or other public entity, or to a master association within the Anderson Geneva masterplanned development for purposes of creating and operating a public trail system. Notwithstanding the foregoing, the dedication of trail easements shall not be in excess of the width of walkway, landscaping and other requirements as may be required for the specific trail easement and shall not be in addition to any walkway, trail, curb, gutter and landscaping that may be required by Vineyard Town pursuant to its ordinances.

(ii) The West Pedestrian Easement shall be included within the area of the easement for Utilities described in this Paragraph 2 above. Any such West Pedestrian Easement shall be further reduced or eliminated if there are public walkways providing similar or equal pedestrian public access.

(iii) UVU shall have the right, at its sole cost and expense, to relocate the West Pedestrian Easement as it crosses the Property provided that the location of any relocated trail is subject to the prior written consent of Anderson, which consent shall not be unreasonably withheld, conditioned or delayed; and to the extent that the trail has been

conveyed to, or is subject to the rules and requirements of a master association or a public entity, any such relocation shall be subject to the consent of such other entity.

h. Grantor's Construction Obligations. Easements utilized for typical public utility installations, including but not limited to water, sewer, storm drain, electrical power lines, gas lines, fiber optic and telephone lines, will be referred to as "Public Utilities". During construction of any such Public Utilities, subject to limitations set forth in Section 11.b. of the REPSA, a copy of which is attached hereto as Exhibit E and incorporated herein by reference ("Section 11.b"). Anderson retains responsibility for any Hazardous Materials which have concentrations above a Permit commercial use standards (as that term is used in the REPSA), that are encountered by Anderson during construction, maintenance, or improvement of water, sewer, or other utility lines located in, on, under or over any of the Property. In connection with any remediation activity or environmental corrective action conducted in, on, under or over the Property in relation to the easements herein, Anderson shall, to the extent provided under said Section 11.b., hold UVU harmless therefrom and will, within reasonable time, conduct and complete the remediation of, or the corrective action for Hazardous Materials to a concentration level that meets the Permit commercial use standards, and further, Anderson will sign any required waste manifest for offsite disposal of Hazardous Materials above a Permit commercial use standard, or which are not accepted at a public landfill, as the generator. The capitalized terms used herein shall have the same meaning as in the REPSA.

4. Road Dedication. Anderson reserves the right to grant, dedicate, and convey and/or require that UVU grant, dedicate and convey a public road right of way to Vineyard Town or other state or municipal authority equal to one-half (1/2) of the required road width, curb, gutter and walkways, along the east and north boundaries of the Property, as such may be required by Vineyard Town or other public entity from time to time, without compensation therefore. Any such dedication or conveyance shall be in the form required by the entity making the request. Further, in as much as UVU is purchasing the Property in two parcels (Parcel 1 and Parcel 2, pursuant to the REPSA), Anderson reserves a right for temporary use and access of a roadway along the North Boundary of Parcel 1, and through Parcel 1 in the areas shown at Exhibit D-1, to provide temporary access and/or permanent roads along such North Boundary of Parcel 1, and in the areas depicted at Exhibit D-1 herein. Anderson reserves a right to grant, dedicate and convey and/or require that UVU grant dedicate and convey a public road right of way to Vineyard Town or other state or municipal authority for the required public road width, curb, gutter and walkways along the north boundary and through Parcel 1 to provide permanent public road access to Parcel 2; provided, however, that UVU shall not be required to make or pay for any improvements in connection with dedicating land for a public road right of way. The depiction of the road at Exhibit D-1 is for purposes of illustration only and shall not constitute the sole and only location for such a road. Instead the parties acknowledge that the location depicted may be adjusted by the parties or Town of Vineyard as reasonably necessary to accommodate a reasonable and appropriate permanent public right of way and road and to locate such a public road in such a way as to not unreasonably interfere with the intended uses and plans of UVU, but to allow useable public road access to the Property comprising Parcel 2. Any proposed adjustment by UVU may not increase the cost of construction of such a road by more than ten percent (10%).

5. Temporary Construction Easements. To the extent that temporary construction easements are reasonably necessary for any of the Utilities, public roadways or trails as provided above, Anderson reserves, and UVU will grant such temporary construction easements as are reasonably necessary for Anderson, provided, that, such temporary construction easements will not unreasonably interfere with the use of the Property; and Anderson reserves such temporary construction easements as were included in the purchase of right of way by Utah Department of Transportation (“UDOT”) for the “Vineyard Connector” roadway on the south boundary of the Property. No such temporary construction easements will be granted or required in areas of the Property where permanent structures have been erected. Anderson and its assigns shall provide at least 30 days written notice to UVU of the intended work and shall provide plans for the work to be conducted. Anderson and its assigns shall consult with UVU on the work to be performed, the location of the temporary construction easement, and shall consider the best locations for such easements based on the use by UVU of the Property. To the extent that temporary construction easements are utilized by Anderson or its successors and assigns, they shall promptly restore any area affected by the exercise of such easements and rights, and shall repair any damage to landscaping, walkways, parking or other improvements on the temporary construction easement. Anderson shall return the area of temporary construction easement to UVU in the same condition that existed prior to the work, including but not limited to filling, compacting, replacement of walkways, roadways, drives and parking areas, and landscaping. To the extent the temporary construction easements are utilized by UDOT along the south boundary of the Property, such easements shall be subject to the conditions granted by Anderson in its right of way purchase agreements.

6. Maintenance and Repair of Easement Site; Interference. The foregoing easements and rights therein expressly include the right to cut any trees, bushes or shrubbery, removal of landscaping, make any grading of the soil, or to take any other similar action reasonably necessary to provide economical and safe construction, installation and maintenance as required, consistent with the purpose of the Utility Easements, Pedestrian Easements, West Pedestrian Easements, and/or Existing Drainage System Easement, or Road Easements and to maintain reasonable standards of health, safety and appearance. No permanent buildings or large trees shall be constructed or planted over the foregoing reservations of easements.

Except in the event of an emergency where work must be done immediately to prevent or avoid damage, prior to conducting any work within the foregoing easements, Anderson shall provide at least 30 days written notice to UVU of the intended work and shall provide plans for the work to be conducted. Anderson shall consult with UVU on the work to be performed, the location of the easement and improvements to be installed therein, and shall consider the best locations for such improvements based on the use or anticipated use by UVU of the Property. The parties shall cooperate with each other in the timing of construction or maintenance of any improvements within the easements to accommodate the reasonable needs of Anderson, and to reduce disruption to, and interference with UVU’s use of the Property.

Anderson shall promptly restore any area affected by the exercise of such easements and rights, and shall repair any damage to landscaping, walkways, or parking on the Property. After conducting any construction, maintenance, improvement, installations, remediation or other



work (hereinafter the "Work") in the area of any of the easements set forth in this Agreement, Anderson shall return the Property to UVU in the same condition that existed prior to the Work, including but not limited to filling, compacting, replacement of walkways, roadways, drives and parking areas, and landscaping.

7. Utility Easement for UVU. Anderson shall provide UVU a private easement at no cost, which may later be dedicated to Vineyard Town, if necessary, through anticipated public road rights of way or other reasonable locations, for UVU to construct, install and maintain water lines, sewer lines or other utilities to Parcel 1 and Parcel 2. UVU and Anderson will cooperate to create cost effective locations, and systems, based on planned land uses, for all required UVU utilities, and for water and sewer services for the benefit of Parcel 1 and Parcel 2 and Anderson Lands. Notwithstanding anything to the contrary herein, Anderson will not require UVU to pay compensation for any private easement required for the benefit of Buyer's Parcel 1 or Parcel 2. Nothing herein will require Anderson to dedicate such easements or rights of way for public use without compensation from the entity acquiring the right of way; provided, that Anderson's decision to receive compensation for any such rights of way will not unreasonably delay or prohibit UVU's land use activity. Subject to limitations set forth in Section 11.b. hereof of the REPSA, Anderson retains responsibility for any Hazardous Materials which have concentrations above a Permit commercial use standard, that are encountered by UVU during construction, maintenance, or improvement of water, sewer, or other utility lines located in, on, under or over any such private easement. In connection with any remediation activity or environmental corrective action conducted in, on, under or over the private easement Anderson shall, to the extent provided under said Section 11.b., hold UVU harmless therefrom and will, within reasonable time, conduct and complete the remediation of, or the corrective action for Hazardous Materials to a concentration level that meets the Permit commercial use standard, and further, Anderson will sign any required waste manifest for offsite disposal of Hazardous Materials above a Permit commercial use standard, or which are not accepted at a public landfill as the generator. The capitalized terms used herein shall have the same meaning as in the REPSA.

8. Acknowledgment of Easements or Dedications. UVU shall, within ten (10) days of any request therefore by Anderson, execute such acknowledgments or dedications of easements or lands as may from time to time be required to give effect to the terms and conditions of this Declaration and to record and memorialize the easements and dedications described in this Agreement.

9. Abandonment. Anderson shall have the unilateral right to abandon any of the Easements described herein by recording a written notice of abandonment in the official records of the Utah County Recorder and providing written notice of such abandonment to UVU.

10. Easements Run With the Land. The covenants, restrictions, easements, rights and obligations granted or created in this Declaration are appurtenant, non-exclusive, irrevocable and perpetual; the covenants, restrictions, easements, rights and obligations granted herein run with the land and are binding on and inure to the benefit of the Anderson Lands and the Property and their respective successors in interest. For the purposes of the easements and rights set forth herein, the Anderson Lands benefited thereby shall constitute the dominant estate, and the Property burdened thereby shall constitute the servient estate. Each of the easements and rights

contained in this Declaration (whether affirmative or negative in nature) shall bind every person having a fee, leasehold or other interest in any portion of the Property at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that easement or right is to be performed on such portion; (c) shall inure to the benefit of and be binding upon the parties and their respective successors and assigns as to the Property, and (d) shall create equitable servitudes upon the Property in favor of the Anderson Lands, or, to the extent applicable, in favor of the Property in regard to the Anderson Lands.

11. Remedies. In the event of a default by a party, any other party shall provide written notice of such default, and the party in default shall have twenty (20) days thereafter to cure the default; provided that, if any default other than a failure to make payment requires more than 20 days to cure, then so long as the party in default begins to cure the default immediately after notice and diligently pursues the cure of the default, then such additional time as is reasonably required to cure the default shall be allowed. If the party in default fails to cure the default within the 20-day period (or such longer period as may be allowed as provided above), the party not in default shall be entitled to (a) cure such default and obtain reimbursement from the party in default of all reasonable costs incurred, or (b) institute proceedings (at law or in equity) for full and adequate relief from, and/or compensation for, the consequences of such default. Such remedies shall include without limitation the right to specific performance and injunctive relief. In the event any party initiates or defends any legal action or proceeding in connection with a default or alleged default under this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment. Whenever this Declaration refers to Anderson and/or UVU and such term includes more than one owner of the Anderson Lands or the Property, that individual owner shall be responsible for its exercise of the rights and discharge of the obligations set forth herein, such that all owners of the Anderson Lands and all owners of the Property are not jointly and severally liable for the breaches or defaults of a single owner of a portion of the Anderson Lands or of the Property.

12. Notices. All notices hereunder must be in writing, and any notice, correspondence or payment required or permitted under the Agreement (other than those to be delivered at Closing) shall be delivered by (i) U.S. certified mail, return receipt requested, with all necessary postage and charges prepaid, (ii) reputable overnight express courier, (iii) confirmed fax, or (iv) hand delivery by a party or reliable same-day delivery courier service, and, in any event shall be addressed as follows:

If to Anderson:

Michael L. Hutchings  
 Anderson Geneva, LLC  
 Ice Castle Retirement Fund, L.L.C.  
 9537 South 700 East  
 Sandy, Utah 84070  
 Fax No: \_\_\_\_\_

If to the UVU:

Val L. Peterson  
 UVU, VP for Administration & Legislative Affairs  
 800 W University Parkway  
 Orem, Utah 84058-5899  
 Fax No: \_\_\_\_\_

Notices sent by certified mail shall be deemed given two (2) days following mailing; Notices sent by overnight express courier shall be deemed given one (1) day following delivery to such courier; Notices sent by fax shall be deemed delivered on the next business day following confirmed transmission; hand deliveries shall be deemed delivered on receipt. Any party hereto may change its address or recipient for such receipt at any time by giving written notice thereof to the other party hereto.

13. Use of Existing Drainage System by UVU. UVU shall have the right to continue to use the Existing Water Drainage System ("System"), and to discharge waters from the Property into the System in the same quantity and quality of water as currently exists at the Property, subject to the conditions of this Section 13.

a. Budget and Payment for Costs. UVU shall pay to and reimburse Anderson for a proportionate share of the costs incurred by Anderson to maintain the System and its structures and to operate such System, including water treatment costs and any expenses to maintain permits for the System. Anderson will prepare an annual budget for the costs to operate, maintain, repair and replace the System, including a computation for allocation of the proportionate shares of parties discharging water to the System, and will submit the budget to UVU within 30 days of the beginning of each calendar year; and, for the period beginning after Closing and ending on the last day of this calendar year, within 60 days of Closing. Upon request by UVU, Anderson will consult with and provide such additional information as may be reasonably requested by UVU in support of the budget. UVU shall pay Anderson its proportionate share of the budget in quarterly payments due on the first day of each calendar quarter beginning with the quarter following receipt of the budget from Anderson. Notwithstanding anything herein to the contrary, so long as UVU does not increase its discharge of water, or change the quality of the water discharged into the System, the annual amount paid to Anderson by UVU for its proportionate share of costs determined above shall not exceed \$7,000.00 ("Annual Cap"). The annual cap shall be adjusted as of the first day of January of each

year, based on increases from the date of this Agreement in the All Urban Consumers Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (or substantially similar index if such index is modified, renamed or discontinued). The first such adjustment shall be on January 1, 2015, and the date from which adjustments are computed shall be the date of this Agreement. If UVU discontinues any discharge of water into the System, it shall thereafter have no obligation to pay a share of costs for operation, maintenance, repair or replacement of the System as provided herein. At the end of each year, the budget shall be reconciled with the actual costs. To the extent that the actual costs exceed the budget, Anderson shall provide an invoice to UVU for the variance. UVU shall pay any such invoice within thirty (30) days of receipt, subject to the Annual Cap. To the extent that the actual costs are less than the budget, UVU shall receive a credit for the variance which shall be a credit against its proportionate share of costs in the succeeding year.

b. Determination of Proportionate Share of Costs. Until improvements are constructed by either party or other parties discharging water into the System, costs shall be shared based on the acreage of land owned from the former Geneva Steel property for which surface waters are discharged into the System. At such time as improvements are constructed by any person discharging water into the System which changes the amount or quality of water compared to an unimproved state of the land, then equitable adjustments will be made by Anderson to assess appropriate costs for the new conditions. In making any such adjustments, the following factors, among others, will be considered by Anderson:

- (i) actual or anticipated increased operation, maintenance, repair and replacement costs resulting from changes in the quantity or quality of the water to be discharged to the System;
- (ii) actual or anticipated capital costs resulting from changes to the quantity or quality of water to be discharged to the System;
- (iii) actual or anticipated increases in treatment costs resulting from changes to the quantity or quality of water to be discharged to the System;
- (iv) actual or anticipated increases in Permit costs and fees resulting from changes to the quantity or quality of water to be discharged to the System;
- (v) actual or anticipated increases in engineering fees and costs resulting from changes to the quantity or quality of water to be discharged to the System; and
- (vi) any other factors which are deemed relevant in the reasonable discretion of Anderson.

In the event that there is more than one parcel constituting the Property and more than one owner of the separate parcels, the costs (up to the cap provided above) shall be allocated among separate parcels of the Property based on the square footage of land on each separate parcel of the Property unless a separate parcel of Property no longer drains into the System.

c. Compliance with Law. UVU and Anderson shall at all times comply with all governmental laws, including but not limited federal, state and municipal laws and ordinances, regarding discharge of storm water and drainage, including, but not limited to, any permits required by the Division of Water Quality, Utah Department of Environmental Quality, Vineyard Town, etc. Nothing herein shall be construed to allow or require that UVU be added to any such permits held by Anderson for operation of the System.

d. Changes by UVU. To the extent that UVU desires to increase the quantity or change the quality of water discharged to the System, or constructs improvements that result in such a change in discharge of water, including additional flow or areal contribution, Anderson or its successors shall accept such discharge subject to the following conditions and determination by Anderson:

(i) the System has sufficient capacity to receive additional discharge of water, after considering future projected uses of all lands draining into the System;

(ii) any permits required by UVU have been obtained by UVU for discharge of storm waters or drainages into the system;

(iii) the parties shall agree on an equitable share of costs for improvements that are or may be required for the System. Any changes which are specific to UVU's drainage system, or which are required to increase capacity solely for the benefit of UVU will be at the sole cost of UVU;

(iv) any System requirements changes or requirements and new discharge points are professionally engineered to the satisfaction of Anderson or its successors, and all costs therefor are paid by UVU;

(v) the parties agree on an equitable share of costs for maintenance and operation of the System and Permits required for the System considering the changes proposed or effected by UVU and the contributions of all lands using the System;

(vi) UVU uses appropriate detention facilities on its Property to reduce the rates of flow to points of discharge based on best storm water management practices and municipal and state standards and requirements at the time, and any standards which may be established for the System by Anderson; and

(vii) UVU obtains all necessary permits required and meets all governmental or other applicable standards, including all local governmental units, for its discharge of waters from the Property.

Any agreement herein shall be subject to the limits of the System and nothing herein shall be construed to represent or warrant that the System will be sufficient to handle the current or future drainage of the Property and all other lands which drain to the System. No priority is given to the Property as compared to existing drainage and other lands which drain to the System.

e. Disputes. If UVU disputes the budget and/or proportionate allocations described above, it shall provide written notice of dispute to Anderson within thirty (30) days of receiving any such budget or modification to allocations. The parties shall, within fifteen (15) days of such notice consult with one another to attempt to

resolve any disputes. If after consultation the parties are unable to agree within the fifteen (15) day period, UVU shall pay the amount which is not disputed by UVU, and UVU and Anderson agree that the disputed issues will be resolved based on the following method:

(i) Each party shall obtain an opinion and determination from a licensed civil engineer or hydrologist within thirty (45) days after the date of notice by UVU and shall provide a copy of the opinion to the other party.

(ii) If the parties cannot then resolve their dispute within fifteen (15) days after obtaining their respective engineering opinions, upon written request from either party, they shall instruct their respective engineers/hydrologists to either (i) attempt to agree on a budget or proportionate allocation of costs, according to the dispute, or (ii) appoint a third engineer or hydrologist selected by the two engineers/hydrologists to determine a budget or proportionate allocation of costs. The budget or proportionate allocation determination of the engineers/hydrologists or from the third engineer/hydrologist shall be completed within thirty (30) days of the written request.

(iii) The budget or proportionate allocation of costs determined by the third engineer/hydrologist shall then be utilized by the parties solely with respect to the proportionate cost share of UVU.

(iv) Each party shall pay its own engineer/hydrologist and shall share equally the cost of the third engineer/hydrologist.

(v) The engineers/hydrologists selected by the parties shall be licensed civil engineers or hydrologists with at least five years experience in engineering fields related to water drainage from land and storm and water drainage systems.

f. Anderson Operation and Transfer. For so long as Anderson continues to hold a permit to operate the System from the Utah Division of Water Quality, Anderson shall maintain the System in accordance with the requirements of its permit. If the System is discontinued by Anderson and/or is transferred to Vineyard Town or other public entity having control over storm water discharge systems, the rights of UVU to discharge water may be terminated and/or regulated by the public entity, as the case may be; and the costs or allocation of costs therefore shall be subject to the terms and conditions of the public entity having control of the System.

14. Insurance During Work. The parties agree that if any work is performed on or within the Property by Anderson, or on or within the Anderson Lands by UVU, the party performing the work shall maintain, and provide to the other party, proof of (1) Commercial General Liability ("CGL") Insurance for personal injuries/death and property damage with a minimum coverage of \$648,700 per person injured, \$259,500 property damage per occurrence, \$2,221,700 aggregate per occurrence or such higher limits as determined pursuant to Utah Code Ann. 63G-7-604; and to the extent required for the work, (2) Automobile Liability Insurance (bodily injury and property damage) with those limits. The parties, or their successors and/or affiliates will be named as an additional insureds on such CGL and Automobile Liability insurance policies. These proofs of insurance shall be submitted at least five (5) days prior to the party entering upon the Property or Anderson Lands. All policies of insurance required to be maintained by a party pursuant to this Section 14 shall be primary and noncontributory with any other insurance the other party may carry. The insurance may be self-insurance by UVU through

the State of Utah Risk Management Fund and may be evidenced by a Certificate of Insurance from the Division of Risk Management showing compliance with these terms. If after five (5) days' notice is provided to a party for any default under this Section 14, the party in default fails to provide insurance as required hereunder, the other party may, in its discretion and without any duty to do so, obtain a policy or policies of insurance for the purpose of meeting these requirements and the party in default shall pay to the party not in default the cost thereof within three (3) business days of receipt of invoice therefor.

15. Indemnification. During the exercise of easement rights hereunder by Anderson, UVU, or their assignees hereunder, each of the parties exercising their rights hereunder shall indemnify, defend and hold harmless the other parties and their tenants, officers directors, trustees, employees, contractors, agents and invitees (the "Indemnified Parties") from and against all liabilities, losses, damages, costs, expenses (including attorney fees and costs), causes of action, suits, claims, demands or judgments of any nature arising from the negligence or intentional misconduct of a party, or of their officers, directors, trustees, employees, contractors or agents, in exercising the easement rights granted herein. Notwithstanding the foregoing, if any easements granted hereunder is assigned to a municipal or public entity, the indemnification provided herein shall be limited to the rights granted under such assignment. Further notwithstanding the foregoing, any such indemnification shall be limited to the insurance therefore, if insurance coverage for the occurrence is applicable.

16. General Provisions.

a. No Waiver. The failure of a party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies available to such party, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other party.

b. Duration. Except as otherwise provided herein, this Declaration and the easements created herein shall be perpetual.

c. Integration. This Declaration contains the entire agreement with respect to the matters set forth herein, and no other writings, discussions, communications or other documents shall have any effect, unless signed by both parties and specifically referring to this Agreement and modification of this Agreement.

d. No Partnership. The parties do not by this Declaration, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

e. Force Majeure. Each party shall be excused for the period of any delay in the performance of any obligation hereunder when prevented from so doing by any cause or causes beyond such party's control, including labor disputes, civil commotion, riot, war, acts of terrorism, governmental regulations or controls, fire, or other casualty, inability to obtain any material or services, or acts of God.

f. Further Action. Each party shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Declaration.

g. Interpretation. For purposes of this Declaration, the term "party" shall mean an owner of all or a portion of the Anderson Lands or the Property.

h. Severability. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Declaration and shall in no way affect any other condition, covenant or other provision herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such condition, covenant or other provision shall be deemed invalid to the extent of the scope and breadth permitted by law.

i. Termination. This instrument and the rights granted herein may not be terminated, extended, modified, or amended without the consent of the parties, and any such termination, extension, modification or amendment shall be effective only on recordation in the official records of Utah County, Utah of a written document affecting the same, executed and acknowledged by the parties.

j. Utah Law. This instrument shall be construed in accordance with and governed by the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in a manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent necessary to give effect to the remainder of the Agreement.

k. Assignment. Anderson shall have the right to assign and/or delegate part or all of its rights and duties hereunder to (i) any person or persons who become owners of part or all of the Anderson Lands (provided that the obligations with respect to the easements granted herein shall remain with the party exercising those easement rights), and (ii) to the extent expressly provided herein, to any municipal entity or utility provider. If Anderson assigns and/or delegates any of its rights or duties hereunder or sells all of the Anderson Lands which are adjacent to or affect the Property, and the assignment also requires that the assignee perform all of the duties and obligations of Anderson relating to such assigned rights, then Anderson shall thereafter have no obligations in regard to any easement it creates or maintains within the Property wherein the rights are assigned. UVU may not assign or delegate any of its rights or responsibilities hereunder except to a third party who becomes owner of a portion or all of the Property (and then only with respect to the portion of the Property owned by that third party).

(i) If Anderson transfers part or all of the Anderson Lands which are adjacent to or affect the Property, then any notice required to be given by UVU to Anderson or any consent required to be obtained from Anderson hereunder shall be given only to or obtained from Anderson, or that person or entity designated in writing by Anderson to receive such notices or to grant such consent.



(ii) If UVU transfers part or all of the Property, then any notice required to be given by Anderson to UVU or any consent required to be obtained by Anderson from UVU hereunder shall be given only to or obtained from UVU, or that person or entity designated in writing by UVU to receive such notices or grant such consent.

l. Counterparts. This Declaration may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

m. Attorney Fees: Costs. In connection with any action against the other party to enforce the terms of this Declaration or declare rights hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, the parties have executed this Declaration.

**ANDERSON GENEVA, LLC**

a Delaware limited liability company

BY: ANDERSON HOLDINGS, LLC, a Delaware limited liability company,

Its: Manager

By: 

Gerald D. Anderson, Manager

**ICE CASTLE RETIREMENT FUND L.L.C.**

a Delaware limited liability company

By: Pro Management Utah, LLC, a Delaware limited liability company

Its: Manager

By: 

Glen Pettit, Manager

**VINEYARD INDUSTRIAL, LLC**

a Utah Limited liability company

By: ANDERSON HOLDINGS, LLC, a Delaware limited liability company,

Its: Manager

By: 

Gerald D. Anderson, Manager

**UTAH VALLEY UNIVERSITY**

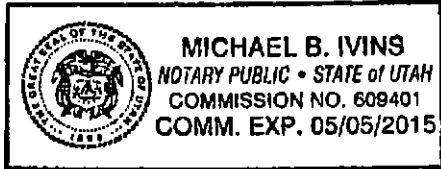
A body politic and corporate of the State of Utah

By: 

Its: V.P. for Finance & Administration

STATE OF UTAH )  
 : SS.  
COUNTY OF ~~SALT LAKE~~ )  
 UTAH

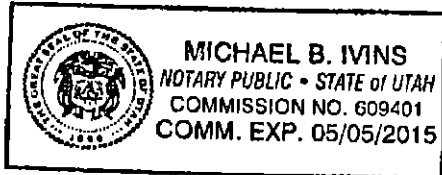
The foregoing instrument was acknowledged before me the 18 day of June, 2014, by Gerald D. Anderson, as Manager of ANDERSON HOLDINGS, LLC, a Delaware limited liability company, the Manager of ANDERSON GENEVA, LLC, a Delaware limited liability company, for and on behalf of said company.



*[Handwritten Signature]*  
Notary Public

STATE OF UTAH )  
 : SS.  
COUNTY OF ~~SALT LAKE~~ )  
 UTAH

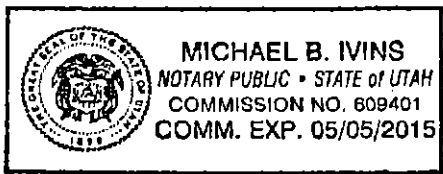
The foregoing instrument was acknowledged before me the 18 day of June, 2014, by Glen R. Pettit, Manager for Pro Management Utah, LLC, a Delaware limited liability company, the Manager of Ice Castle Retirement Fund L.L.C. a Delaware limited liability company, for and on behalf of said company.



*[Handwritten Signature]*  
Notary Public

STATE OF UTAH )  
 : SS.  
COUNTY OF ~~SALT LAKE~~ )  
 UTAH

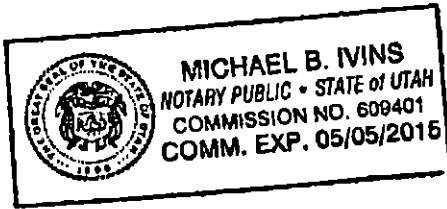
The foregoing instrument was acknowledged before me the 18 day of June, 2014, by Gerald D. Anderson, as Manager of ANDERSON HOLDINGS, LLC, a Delaware limited liability company, the Manager of VINEYARD INDUSTRIAL, LLC, a Utah limited liability company, for and on behalf of said company.



*[Handwritten Signature]*  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me the 18 day of June, 2014, by Val L. Peterson, as V.P. of the Utah Valley University, a body politic and corporate, for and on behalf of the said institution.



  
Notary Public

**EXHIBIT A  
TO  
DECLARATION OF EASEMENTS**

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(Legal Description of Anderson Lands)

Tax Serial Numbers and Legal Descriptions

17:019:0008

COM N 89 DEG 42' 13" E 1370.24 FT & S 2663.32 FT FR N 1/4 COR. SEC. 5, T6S, R2E, SLB&M.; N 89 DEG 39' 15" E 359.47 FT; N 89 DEG 39' 16" E 36.9 FT; S 7 DEG 47' 29" E 33.28 FT; S 89 DEG 39' 16" W 41.22 FT; S 89 DEG 39' 15" W 359.47 FT; N 0 DEG 20' 45" W 33 FT TO BEG. AREA 0.302 AC.

17:019:0021

COM W 507.271 FT & N 240.533 FT FR E 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; N 7 DEG 48' 56" W 100 FT; N 82 DEG 11' 5" E 100 FT; S 7 DEG 50' 0" E .53 FT; S 82 DEG 11' 5" W 59.59 FT; S 7 DEG 48' 57" E 99.47 FT; S 82 DEG 11' 5" W 40.41 FT TO BEG. AREA 0.093 AC.

17:019:0023

COM W 617.466 FT & S 611.413 FT FR NE 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 7 DEG 49' 2" E .49 FT; S 82 DEG 11' 3" W 59.54 FT; S 7 DEG 48' 56" E 99.51 FT; S 82 DEG 11' 4" W 40.45 FT; N 7 DEG 48' 56" W 100 FT; N 82 DEG 11' 4" E 100 FT TO BEG. AREA 0.093 AC.

17:020:0026

COM S 2209.85 FT & W 642.28 FT FR N 1/4 COR. SEC. 5, T6S, R2E, SLB&M.; S 64.79 FT; ALONG A CURVE TO L (CHORD BEARS: S 74 DEG 47' 0" W 1407.85 FT, RADIUS = 2657.04 FT) ARC LENGTH = 1424.87 FEET; ALONG A CURVE TO R (CHORD BEARS: N 54 DEG 13' 21" E .99 FT, RADIUS = 2300 FT) ARC LENGTH = 0.99 FEET; ALONG A CURVE TO R (CHORD BEARS: N 72 DEG 8' 50" E 1414.79 FT, RADIUS = 2300 FT) ARC LENGTH = 1438.10 FEET; E 11.03 FT TO BEG. AREA 1.443 AC.

17:024:0002

COM S 12.45 FT & W 1849.12 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&B; S 23 DEG 26' 16" W 78.15 FT; S 25 DEG 52' 51" W 479.55 FT; ALONG A CURVE TO L (CHORD BEARS: S 24 DEG 40' 55" W 151.91 FT, RADIUS = 3630 FT); N 64 DEG 7' 10" W 75.53 FT; ALONG A CURVE TO R (CHORD BEARS: N 31 DEG 27' 9" W 161.93 FT, RADIUS = 150 FT); N 1 DEG 12' 51" E 174.21 FT; ALONG A CURVE TO L (CHORD BEARS: N 26 DEG 35' 32" W 326.54 FT, RADIUS = 350 FT); N 89 DEG 37' 33" E 598.79 FT TO BEG. AREA 4.555 AC.

17:026:0006

COM N 89 DEG 39' 24" E 157.898 FT & S 0 DEG 20' 35" E 4256.78 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&M.; S 30 DEG 5' 32" E 100 FT; S 59 DEG 54' 28" W 100 FT; N 30 DEG 5' 32" W 100 FT; N 59 DEG 54' 28" E 100 FT TO BEG. AREA 0.230 AC.

17:026:0018

COM S 89 DEG 39' 24" W 961.701 FT & S 0 DEG 20' 35" E 1552.704 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&M.; S 27 DEG 15' 52" E 100 FT; S 62 DEG 43' 59" W 9.24 FT; N 27 DEG 16' 10" W 98.48 FT; S 62 DEG 43' 51" W 90.75 FT; N 27 DEG 15' 44" W 1.52 FT; N 62 DEG 44' 8" E 100 FT TO BEG. AREA 0.024 AC.

17:026:0021

COM S 89 DEG 39' 24" W 529.71 FT & S 0 DEG 20' 35" E 2422.023 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&M.; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 17" W .83 FT; N 27 DEG 15' 53" W 98.47 FT; S 62 DEG 44' 8" W 99.17 FT; N 27 DEG 15' 53" W 1.53 FT; N 62 DEG 44' 8" E 100 FT TO BEG. AREA 0.005 AC.

17:026:0022

COM S 89 DEG 39' 24" W 83.176 FT & S 0 DEG 20' 35" E 3301.378 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&M.; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 34" W 1.1 FT; N 27 DEG 15' 53" W 98.52 FT; S 62 DEG 44' 8" W 98.9 FT; N 27 DEG 16' 0" W 1.48 FT; N 62 DEG 44' 8" E 100 FT TO BEG. AREA 0.006 AC.

17:026:0023

COM S 5517.44 FT & E 798.96 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&M.; S 30 DEG 5' 32" E 32.34 FT; S 59 DEG 54' 10" W 100 FT; N 30 DEG 5' 32" W 100 FT; N 59 DEG 54' 31" E 27.07 FT; S 30 DEG 8' 47" E 67.72 FT; N 59 DEG 51' 12" E 72.85 FT TO BEG. AREA 0.116 AC.

17:026:0024

COM S 6466.76 FT & E 1585.84 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&M.; N 28 DEG 10' 9" W 2.45 FT; N 61 DEG 49' 51" E 73.81 FT; S 59 DEG 55' 52" W 73.85 FT TO BEG. AREA 0.002 AC.

17:026:0025

COM N 89 DEG 39' 24" E 1634.406 FT & S 0 DEG 20' 35" E 6427.444 FT FR E 1/4 COR. SEC. 6, T6S, R2E, SLB&M.; S 28 DEG 10' 8" E 75.75 FT; N 30 DEG 4' 6" W 75.8 FT; N 61 DEG 49' 51" E 2.51 FT TO BEG. AREA 0.002 AC.

17:026:0026

COM S 89 DEG 25' 8" W 385.452 FT & N 0 DEG 20' 35" W 122.921 FT FR S 1/4 COR.  
SEC. 8, T6S, R2E, SL.B&M.; N 30 DEG 4' 7" W 100 FT; N 59 DEG 54' 45" E 46.25 FT;  
S 30 DEG 4' 8" E 64.15 FT; N 59 DEG 55' 54" E 53.75 FT; S 30 DEG 4' 8" E 35.83 FT;  
S 59 DEG 54' 45" W 100 FT TO BEG. AREA 0.150 AC.

38:424:0002

LOT 2, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PK PH 1 AMD SUBDV.  
AREA 2.440 AC.

38:424:0007

LOT 7, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PK PH 1 AMD SUBDV.  
AREA 2.118 AC.

38:424:0021

PARCEL A EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PK PH 1 AMD  
SUBDV. AREA 2.108 AC.

38:424:0023

PRIVATE DRIVE EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PK PH 1  
AMD SUBDV. AREA 2.855 AC. ALSO PRIVATE DRIVE EASTLAKE AT GENEVA  
INDUSTRIAL BUSINESS PK PH 1 AMD SUBDV. AREA 5.677 AC. TOTAL AREA  
8.532 AC.

38:425:0001

LOT 1, PLAT A, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PRK PH 3  
AMD SUBDV. AREA 6.523 AC.

38:425:0002

LOT 2, PLAT A, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PRK PH 3  
AMD SUBDV. AREA 0.356 AC.

38:425:0004

LOT 4, PLAT A, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PRK PH 3  
AMD SUBDV. AREA 0.299 AC.

38:431:0010

LOT 10, EASTLAKE AT GENEVA INDUSTRIAL BUS PK PH 2 AMD 2 SUBDV.  
AREA 2.940 AC.

38:431:0015

PRIVATE ROAD EASTLAKE AT GENEVA INDUSTRIAL BUS PK PH 2 AMD 2  
SUBDV. AREA 0.314 AC.

38:442:0013

LOT 13, EASTLAKE AT GENEVE INDUSTRIAL BUSINESS PARK PHASE 5 SUB  
AREA 0.287 AC.

38:437:0001

LOT 1, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB  
AREA 2.065 AC.

38:437:0002

LOT 2, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB  
AREA 2.096 AC.

38:437:0003

LOT 3, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB  
AREA 1.254 AC.

38:437:0004

LOT 4, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB  
AREA 2.001 AC.

38:437:0005

LOT 5, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB  
AREA 2.240 AC.

38:437:0006

LOT 6, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB  
AREA 2.837 AC.



38:437:0007

LOT 7, EASTLAKE AT GENEVA INDUSTRIAL BUSINESS PARK, PHASE 4 SUB  
AREA 3.119 AC.

17:019:0026

COM N 7943.42 FT & W 2188.81 FT FR S 1/4 COR. SEC. 8, T6S, R2E, SLB&M.: N 89 DEG 38' 46" E 36.88 FT; ALONG A CURVE TO L (CHORD BEARS: N 74 DEG 1' 0" E 53.89 FT, RADIUS = 100.32 FT); ALONG A CURVE TO R (CHORD BEARS: N 74 DEG 1' 12" E 53.8 FT, RADIUS = 100.34 FT); N 89 DEG 39' 16" E 294.5 FT; ALONG A CURVE TO L (CHORD BEARS: S 61 DEG 2' 7" E 131.72 FT, RADIUS = 68 FT); ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 21' 62" E 53.34 FT, RADIUS = 60.01 FT); N 89 DEG 39' 16" E 958.13 FT; S 0 DEG 20' 46" E 393.41 FT; N 89 DEG 58' 0" E 459.82 FT; N 0 DEG 1' 54" W 345.8 FT; N 89 DEG 7' 50" E 60.01 FT; S 0 DEG 1' 54" E 165.86 FT; E 1143.41 FT; S 0 DEG 20' 45" E 176.47 FT; E 562.78 FT; S 40 DEG 54' 42" W 377.69 FT; S 26 DEG 14' 35" W 120.7 FT; S 10 DEG 55' 5" W 92.03 FT; S 3 DEG 18' 48" E 108.6 FT; S 82 DEG 14' 35" W 53.85 FT; S 7 DEG 27' 16" E 69.61 FT; S 8 DEG 15' 58" E 136.96 FT; S 14 DEG 58' 19" E 1448.27 FT; S 20 DEG 34' 54" E 280.71 FT; N 88 DEG 38' 18" E 29.09 FT; S 14 DEG 56' 37" E 289.94 FT; S 11 DEG 59' 42" E 25.69 FT; N 82 DEG 13' 39" E 108.33 FT; S 7 DEG 67' 37" E 35.24 FT; N 82 DEG 30' 21" E 149.03 FT; S 7 DEG 47' 30" E 60.24 FT; S 82 DEG 11' 5" W 82.85 FT; S 82 DEG 11' 4" W 100 FT; S 7 DEG 48' 54" E 100 FT; N 82 DEG 11' 6" E 100 FT; N 82 DEG 11' 4" E 82.8 FT; S 7 DEG 47' 29" E 1608.44 FT; S 82 DEG 11' 3" W 82.09 FT; S 82 DEG 11' 6" W 100 FT; S 7 DEG 48' 58" E 100 FT; N 82 DEG 11' 6" E 100 FT; N 82 DEG 11' 4" E 82.05 FT; S 7 DEG 47' 29" E 148.27 FT; N 89 DEG 31' 18" W 1297.92 FT; ALONG A CURVE TO L (CHORD BEARS: S 88 DEG 31' 20" W 650.92 FT, RADIUS = 7980.84 FT); N 47 DEG 16' 28" W 113.97 FT; S 82 DEG 0' 0" W 121.63 FT; S 8 DEG 0' 0" E 44.31 FT; S 38 DEG 26' 8" W 52.32 FT; ALONG A CURVE TO L (CHORD BEARS: S 84 DEG 12' 18" W 187.77 FT, RADIUS = 8055.5 FT); ALONG A CURVE TO L (CHORD BEARS: S 81 DEG 46' 24" W 362.42 FT, RADIUS = 9959.33 FT); ALONG A CURVE TO L (CHORD BEARS: S 79 DEG 42' 43" W 360.27 FT, RADIUS = 7726.6 FT); ALONG A CURVE TO L (CHORD BEARS: S 84 DEG 16' 48" W 509.8 FT, RADIUS = 8682.3 FT); S 74 DEG 38' 51" W 87.06 FT; S 54 DEG 2' 17" W 172.35 FT; S 30 DEG 3' 31" E 278.85 FT; N 74 DEG 47' 25" E 253.8 FT; N 55 DEG 13' 12" E 423.74 FT; ALONG A CURVE TO R (CHORD BEARS: N 78 DEG 54' 20" E 122.18 FT, RADIUS = 7947.5 FT); ALONG A CURVE TO R (CHORD BEARS: N 81 DEG 26' 1" E 223.52 FT, RADIUS = 8821.74 FT); ALONG A CURVE TO R (CHORD BEARS: N 82 DEG 67' 29" E 554.49 FT, RADIUS = 8038.13 FT); S 51 DEG 31' 15" E 59.22 FT; S 8 DEG 0' 0" E 78.16 FT; N 82 DEG 0' 0" E 117.63 FT; N 35 DEG 52' 37" E 122.4 FT; ALONG A CURVE TO R (CHORD BEARS: N 87 DEG 15' 28" E 147.28 FT, RADIUS = 7928 FT); ALONG A CURVE TO R (CHORD BEARS: N 88 DEG 10' 5" E 297.87 FT, RADIUS = 7489.08 FT); ALONG A CURVE TO R (CHORD BEARS: N 89 DEG 59' 39" E 134.14 FT, RADIUS = 7930 FT); S 89 DEG 31' 18" E 1318.3 FT; S 7 DEG 47' 28" E 2662.34 FT; S 89 DEG 26' 1" W 38.39 FT; S 89 DEG 26' 4" W 67.9 FT; S 0 DEG 25' 44" E 1380.57 FT; S 1 DEG 20' 52" W 187.77 FT; S 53 DEG 14' 51" W 14.19 FT; S 88 DEG 41' 49" W 13.6 FT; S 89 DEG 31' 52" W 108.34 FT; S 89 DEG 51' 48" W 65.98 FT; S 2 DEG 55' 19" E 39.03 FT; S 84 DEG 54' 53" W 10.18 FT; S 3 DEG 37' 44" W 362.19 FT; S 63 DEG 2' 18" E 18.38 FT; S 4 DEG 18' 29" W 43.84 FT; S 15 DEG 42' 50" W 74.21 FT; S 3 DEG 49' 36" W 106.21 FT; N 89 DEG 35' 13" E 218.59 FT; S 4 DEG 1' 55" W 48.48 FT; S 12 DEG 2' 54" W 44.23 FT; S 4 DEG 28' 54" W 38.78 FT; S 12 DEG 10' 19" W 15.07 FT; S 4 DEG 7' 1" W 133.79 FT; S 3 DEG 55' 28" W 87.61 FT; S 55 DEG 6' 27" W 53.4 FT; S 0 DEG 40' 41" E 116.38 FT; S 38 DEG 18' 4" E 54.76 FT; S 1 DEG 12' 28" W 507.86 FT; S 46 DEG 6' 48" W 11.5 FT; S 0 DEG 11' 14" E

61 FT; S 44 DEG 38' 20" E 18.89 FT; S 0 DEG 59' 44" E 100.71 FT; S 1 DEG 16' 57"  
 E 775.48 FT; S 1 DEG 32' 50" E 111.38 FT; S 1 DEG 48' 44" E 114.48 FT; N 30 DEG  
 4' 7" W 459.02 FT; N 61 DEG 5' 37" E 74.09 FT; N 61 DEG 5' 39" E 100 FT; N 28  
 DEG 54' 21" W 100 FT; S 61 DEG 5' 39" W 100 FT; S 61 DEG 6' 37" W 76.12 FT; N  
 30 DEG 4' 7" W 1167.51 FT; N 59 DEG 55' 53" E 99.83 FT; N 59 DEG 55' 53" E 100  
 FT; N 30 DEG 4' 7" W 100 FT; S 59 DEG 55' 53" W 100 FT; S 59 DEG 55' 53" W  
 99.83 FT; N 30 DEG 4' 7" W 1858.02 FT; N 59 DEG 55' 53" E 99.75 FT; N 59 DEG  
 55' 53" E 100 FT; N 30 DEG 4' 8" W 100 FT; S 69 DEG 55' 53" W 100 FT; S 59 DEG  
 55' 53" W 99.75 FT; N 30 DEG 4' 7" W 5341.81 FT; ALONG A CURVE TO R  
 (CHORD BEARS: N 28 DEG 40' 0" W 609.57 FT, RADIUS = 12543.3 FT); N 27 DEG  
 15' 52" W 2685.98 FT; E 0.24 FT; ALONG A CURVE TO R (CHORD BEARS: N 13  
 DEG 28' 46" E 748 FT, RADIUS = 572.96 FT); N 64 DEG 13' 44" E 1385.48 FT TO  
 BEG. AREA 843.41 AC. ALSO COM N 8003.21 FT & W 2104.09 FT FR S 1/4 COR.  
 SEC. 8, T6S, R2E, SLB&M.; ALONG A CURVE TO R (CHORD BEARS: N 72 DEG  
 16' 43" E 1425.27 FT, RADIUS = 2300 FT) ARC LENGTH = 1449.12 FEET; S 0 DEG  
 0' 22" E 64.87 FT; ALONG A CURVE TO L (CHORD BEARS: S 74 DEG 47' 59" W  
 1408.86 FT, RADIUS = 2667.04 FT) ARC LENGTH = 1423.84 FEET TO BEG TO  
 BEG. AREA 1.448 AC. ALSO COM N 4744.02 FT & E 2106.87 FT FR S 1/4 COR.  
 SEC. 8, T6S, R2E, SLB&M.; S 82 DEG 11' 4" W 82.86 FT; S 7 DEG 48' 16" E 0.6 FT;  
 N 82 DEG 11' 5" E 40.46 FT; S 7 DEG 48' 58" E 99.49 FT; N 82 DEG 11' 3" E 42.34  
 FT; N 7 DEG 47' 13" W 100 FT TO BEG. AREA 0.098 AC. ALSO COM N 3051.36 FT  
 & E 2338.47 FT FR S 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 82 DEG 11' 4" W  
 82.09 FT; S 7 DEG 47' 44" E 0.53 FT; N 82 DEG 11' 5" E 40.42 FT; S 7 DEG 48' 56"  
 E 99.46 FT; N 82 DEG 11' 4" E 41.63 FT; N 7 DEG 47' 34" W 100 FT TO BEG. AREA  
 0.098 AC. ALSO COM S 4021.18 FT & E 2370.87 FT FR S 1/4 COR. SEC. 8, T6S,  
 R2E, SLB&M.; N 61 DEG 5' 38" E 74.09 FT; N 28 DEG 54' 22" W 100 FT; S 61 DEG  
 5' 38" W 76.12 FT; S 30 DEG 4' 9" E 100.02 FT TO BEG. AREA 0.172 AC. ALSO  
 COM S 2787.67 FT & E 1772.08 FT FR S 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 30  
 DEG 4' 7" E 100 FT; S 59 DEG 55' 53" W 99.83 FT; N 30 DEG 4' 7" W 100 FT; N 59  
 DEG 55' 53" E 99.83 FT TO BEG. AREA 0.229 AC. ALSO COM S 1084.92 FT & E  
 791.97 FT FR S 1/4 COR. SEC. 8, T6S, R2E, SLB&M.; S 30 DEG 4' 7" E 100 FT; S  
 59 DEG 55' 53" W 99.75 FT; N 30 DEG 4' 7" W 100 FT; N 59 DEG 55' 53" E 99.75  
 FT TO BEG. AREA 0.229 AC. TOTAL AREA 846.68 AC.

17:026:0033

COM AT SW COR. SEC. 8, T6S, R2E, SLB&M.; N 0 DEG 9' 52" W 27.74 FT; S 68 DEG 48' 42" W 372.85 FT; N 89 DEG 58' 58" W 2078.88 FT; N 9 DEG 6' 18" W 600.58 FT; N 29 DEG 18' 18" W 37.25 FT; N 6 DEG 24' 28" W 733.26 FT; N 7 DEG 23' 48" W 1181.69 FT; N 4 DEG 32' 28" E 1491.38 FT; N 8 DEG 53' 16" W 1042.45 FT; N 8 DEG 31' 30" E 351.1 FT; N 11 DEG 30' 47" E 1761.4 FT; N 4 DEG 54' 40" W 348.88 FT; S 64 DEG 7' 9" E 341.83 FT; ALONG A CURVE TO L (CHORD BEARS: S 10 DEG 52' 2" W 1339.52 FT, RADIUS = 9582.88 FT); S 1073.34 FT; S 45 DEG 0' 0" W 80.81 FT; W 6 FT; S 81 FT; E 5 FT; S 45 DEG 0' 0" E 60.81 FT; S 1286.27 FT; ALONG A CURVE TO L (CHORD BEARS: S 12 DEG 34' 48" E 676.25 FT, RADIUS = 1552.5 FT); S 0 DEG 51' 18" W 22.5 FT; S 28 DEG 42' 4" E 49.78 FT; S 48 DEG 68' 20" E 27.98 FT; ALONG A CURVE TO L (CHORD BEARS: S 67 DEG 1' 40" E 1936.6 FT, RADIUS = 1652.6 FT); N 74 DEG 24' 40" E 178.28 FT; S 54 DEG 14' 13" E 67.65 FT; N 79 DEG 57' 26" E 101 FT; N 46 DEG 18' 21" E 51.61 FT; N 79 DEG 7' 23" E 973.86 FT; N 74 DEG 24' 39" E 100 FT; N 54 DEG 11' 44" E 300.81 FT; S 30 DEG 17' 44" E 334.96 FT; S 32 DEG 38' 6" E 284.52 FT; S 30 DEG 4' 7" E 237.46 FT; S 81 DEG 49' 51" W 122.04 FT; S 28 DEG 8' 40" E 2.46 FT; S 59 DEG 68' 25" W 2.48 FT; S 30 DEG 4' 7" E 100 FT; N 68 DEG 65' 63" E 89.21 FT; S 28 DEG 54' 58" E 0.81 FT; N 61 DEG 49' 32" E 25.97 FT; S 30 DEG 4' 7" E 1386.29 FT; S 68 DEG 64' 26" W 24.59 FT; N 30 DEG 4' 8" W 36.82 FT; S 69 DEG 55' 53" W 100 FT; S 30 DEG 4' 8" E 35.85 FT; S 69 DEG 54' 47" W 46.24 FT; S 30 DEG 4' 7" E 100 FT; N 68 DEG 54' 46" E 100 FT; N 69 DEG 64' 26" E 70.8 FT; S 30 DEG 4' 7" E 202.64 FT; N 89 DEG 25' 2" E 0.7 FT; S 30 DEG 4' 25" E 34.96 FT; S 89 DEG 24' 43" W 2597.07 FT TO BEG. AREA 268.412 AC. ALSO COM N 8348.72 FT & W 805.38 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 27 DEG 15' 34" W 100 FT; N 62 DEG 44' 12" E 14.62 FT; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 5" W 14.53 FT TO BEG. AREA 0.039 AC. ALSO COM N 5588.89 FT & W 514.07 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; S 27 DEG 15' 34" E 100 FT; N 62 DEG 44' 10" E 23.02 FT; N 27 DEG 15' 52" W 100 FT; S 62 DEG 44' 10" W 23.01 FT TO BEG. AREA 0.053 AC. ALSO COM N 4803.31 FT & W 18.57 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 27 DEG 15' 34" W 100 FT; N 62 DEG 44' 12" E 23.11 FT; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 7" W 23.12 FT TO BEG. AREA 0.053 AC. ALSO COM N 3861.72 FT & E 234.48 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 5' 15" W 100 FT; N 69 DEG 54' 28" E 214.6 FT; S 24 DEG 21' 37" E 77.74 FT; S 30 DEG 17' 43" E 32.87 FT; S 82 DEG 44' 8" W 207.21 FT TO BEG. AREA 0.808 AC. ALSO COM N 2448.45 FT & E 816.77 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 5' 15" W 32.34 FT; N 59 DEG 51' 29" E 27.15 FT; N 30 DEG 8' 29" W 67.64 FT; N 69 DEG 54' 28" E 284.56 FT; S 30 DEG 17' 44" E 100 FT; S 69 DEG 54' 28" W 312.01 FT TO BEG. AREA 0.873 AC. ALSO COM N 1488.24 FT & E 1720.78 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 28 DEG 8' 51" W 100 FT; N 61 DEG 49' 52" E 21.84 FT; S 30 DEG 4' 7" E 100.05 FT; S 81 DEG 49' 52" W 25.27 FT TO BEG. AREA 0.054 AC. ALSO COM N 188.78 FT & E 2418.88 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 3' 48" W 35.83 FT; N 69 DEG 55' 52" E 48.24 FT; N 30 DEG 4' 7"

200 FT; S 70 DEG 3' 10" W 867.94 FT; N 85 DEG 31' 24" W 44.58 FT; S 78 DEG 57' 25" W 101.37 FT; S 20 DEG 11' 15" W 77.15 FT; S 74 DEG 24' 40" W 180.61 FT; ALONG A CURVE TO R (CHORD BEARS: N 67 DEG 12' 48" W 1797.28 FT, RADIUS = 1447.5 FT); N 10 DEG 50' 56" W 39.53 FT; N 28 DEG 42' 1" W 43.55 FT; N 49 DEG 42' 12" W 24.28 FT; ALONG A CURVE TO R (CHORD BEARS: N 12 DEG 28' 33" W 626.4 FT, RADIUS = 1447.5 FT); N 1273.27 FT; N 46 DEG 0' 0" E 60.81 FT; E 5 FT; N 105 FT; W 9 FT; N 45 DEG 0' 0" W 56.16 FT; N 1066.94 FT; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 37' 14" E 1162.3 FT, RADIUS = 3447.6 FT); N 38 DEG 12' 1" E 408.57 FT; N 25 DEG 52' 51" E 460.33 FT; S 27 DEG 15' 52" E 1484.05 FT; S 62 DEG 43' 63" W 15.12 FT; S 62 DEG 44' 8" W 100 FT; S 27 DEG 16' 47" E 1.62 FT; S 62 DEG 44' 16" W 9.28 FT; S 27 DEG 16' 52" E 100 FT; N 82 DEG 44' 8" E 100 FT; N 27 DEG 15' 21" W 1.52 FT; N 62 DEG 44' 0" E 9.24 FT; N 62 DEG 43' 47" E 16.13 FT; S 27 DEG 15' 52" E 870.88 FT; S 62 DEG 44' 8" W 123.56 FT; S 27 DEG 16' 31" E 1.63 FT; S 62 DEG 43' 35" W 0.83 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 15' 42" W 1.64 FT; N 62 DEG 46' 14" E 0.83 FT; N 62 DEG 43' 50" E 23.55 FT; S 27 DEG 15' 52" E 886.21 FT; S 62 DEG 43' 53" W 23.55 FT; S 62 DEG 44' 8" W 100 FT; S 27 DEG 15' 31" E 1.48 FT; S 62 DEG 44' 94" W 1.1 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 14' 36" W 1.48 FT; N 62 DEG 44' 34" E 1.1 FT; N 62 DEG 43' 63" E 23.55 FT; S 27 DEG 16' 52" E 928.39 FT; S 24 DEG 21' 37" E 522.67 FT; S 59 DEG 54' 10" W 214.88 FT; S 69 DEG 54' 28" W 100 FT; S 30 DEG 8' 36" E 100 FT; N 59 DEG 64' 28" E 100 FT; N 62 DEG 43' 60" E 207.64 FT; S 30 DEG 17' 46" E 32.38 FT; S 69 DEG 51' 31" W 281.48 FT; S 69 DEG 51' 31" W 100 FT; S 30 DEG 8' 28" E 100 FT; N 69 DEG 51' 32" E 381.75 FT; S 30 DEG 17' 44" E 1080.12 FT; S 59 DEG 54' 10" W 284.88 FT; N 30 DEG 8' 31" W 32.37 FT; S 59 DEG 51' 31" W 100 FT; S 30 DEG 8' 31" E 32.29 FT; S 69 DEG 54' 31" W 27.08 FT; S 30 DEG 8' 34" E 100 FT; N 59 DEG 54' 28" E 100 FT; N 59 DEG 64' 10" E 312.01 FT; S 30 DEG 17' 44" E 164.99 FT TO BEG. AREA 262.42 AC. TOTAL AREA 612.946 AC.

**EXHIBIT B  
TO  
DECLARATION OF EASEMENTS**

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(Legal Description of UVU Property)



**EXHIBIT C  
TO  
DECLARATION OF EASEMENTS**

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(Depiction of Existing Water Drainage System)

*See Attached*





**EXHIBIT D - 1  
TO  
DECLARATION OF EASEMENTS**

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Access



**EXHIBIT D - 2  
TO  
DECLARATION OF EASEMENTS**

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(Utility Easements) Storm, Sewer, Gas, Power, Cable, Fiber Optic, Telephony



**EXHIBIT E TO DECLARATION OF EASEMENTS****Section 11.b. Real Estate Purchase and Sale Agreement**

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**b. Indemnity and Remedies.**

(i) For a period of ten (10) years after the Closing as to Parcel 1 and after the Deferred Closing as to Parcel 2, Seller will indemnify, defend and hold Buyer harmless from (1) any Environmental Conditions existing on Parcel 1 or Parcel 2 prior to the Closing or Deferred Closing, as the case may be, or (2) existing in any private easement areas within other real property owned by Seller in which utilities are installed by Buyer, except to the extent such Environmental Conditions are caused or exacerbated by the actions of Buyer after the Closing or Deferred Closing. The indemnification herein shall not provide for consequential damages or lost profits to Buyer.

(ii) With regard to Parcel 1 and Parcel 2, any private easement areas in which Buyer installs utilities, and any areas licensed pursuant to **Exhibit D** for Seller's use, to the extent there are any Environmental Conditions which are discovered after the Closing and which are above a Permit commercial use standard and require remediation and/or corrective action within Parcel 1 or Parcel 2, or easement areas, or licensed areas under the Permit or pursuant to other applicable Environmental Laws, Seller shall hold Buyer harmless therefrom and will, within a reasonable time, conduct and complete the remediation of and the corrective action for the Environmental Conditions to a concentration level that meets a Permit commercial use standard.

(iii) In the event Buyer encounters any Hazardous Materials during construction, maintenance, or the operation of improvements that do not require remediation or corrective action, yet cannot be disposed in a solid waste landfill, Seller agrees to sign the required waste manifests as the generator, if requested by Buyer; however, Seller shall not be required to pay for the costs associated with offsite disposal.

(iv) Seller will not be required to obtain the written approval from Buyer for a SMP or EC unless it is materially different than the Proposed Rolling Mill Area SMP and EC. For any material changes to the Proposed Rolling Mill Area SMP and EC, and for all other new or revised SMPs or ECs which may be required for Parcel 1 or 2 that are materially different than the Proposed Rolling Mill Area SMP and EC, Seller will be required to obtain the written approval of Buyer prior to finalizing the new or revised SMP and EC and recording the EC. Buyer's approval will not be required if the SMP or EC requires installation of an underslab vapor barrier protection, or active or passive vapor extraction systems for newly constructed enclosed buildings for commercial or industrial use.

If approval of Buyer is required for any SMP or EC, such written approvals from Buyer shall not be unreasonably withheld or delayed. If Buyer does not respond within thirty (30) days of receipt of Seller's written request for approval to create additional ECs or to modify existing SMPs or ECs, Buyer shall be deemed to have approved the request.

(v) Buyer shall comply with all applicable ECs for the Property which are required by the Permit or that become effective after the date of this Agreement (and after the date of closing for the parcel to which the controls apply) and which meet the foregoing requirements, or which are required by the Director of the Utah Division of Solid and Hazardous Waste to protect public health and the environment.

(vi) In conducting any remediation and/or corrective action required under this Agreement, Seller shall be responsible to remove and dispose of any Hazardous Materials, which have concentrations above a Permit commercial use Standard, and sign any required waste manifests pursuant to the remediation and/or corrective action, in compliance with the Permit or other Environmental Laws. After conducting any remediation and/or corrective action, Seller shall return the applicable Parcel 1 or Parcel 2 to Buyer in the same condition that existed prior to the remediation or corrective action, including, but not limited to, filling, compacting, replacement of walkways, drives or asphalt for parking, and landscaping, except that new trees and plants will be substituted for mature trees on any such site. Seller shall not be required to rebuild or replace any foundations, structures, buildings or other similar improvements of Buyer on any land which on which remediation activity is conducted. Seller shall not be liable for consequential damages of Buyer in the event that remediation or corrective action is required.

(vii) In the event Seller does not conduct any remediation and/or corrective action required under this Section 11 within a reasonable time, Buyer shall have the option, without any obligation, to conduct such remediation and/or corrective action and Seller shall reimburse Buyer for its reasonable costs, including consultants' and attorneys' fees. Seller retains all obligations under the Permit related to Parcel 1 and Parcel 2 and all obligations under the Proposed Rolling Mill Area SMP or EC to monitor, maintain or conduct remediation and/or corrective action, conduct groundwater monitoring and to satisfy the obligations of the Holder under the EC.

(viii) Notwithstanding anything to the contrary herein, the foregoing indemnification shall be effective for a maximum period of ten (10) years from the date of Closing as to Parcel 1 and ten (10) years from the date of the Deferred Closing as to Parcel 2.