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**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 day of September, 2011, by ANDERSON GENEVA, LLC, a Utah limited liability company, and ICE CASTLE RETIREMENT FUND L.L.C., a Utah 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 ("**REPSA**") dated September , 2011, certain of the Anderson Lands which are described at Exhibit B ("**Property**"); 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 will retain an easement for the use and maintenance of the Existing Water Drainage System; and

E. WHEREAS, Anderson may require certain other easements across the Property for sewer, utilities, storm drain, water or other needs of the Anderson Lands, at locations as set forth herein (the "**Utility Easements**"); and

F. WHEREAS, UVU has agreed to grant, dedicate, and sell an easement or right of way, or alternatively, to grant or sell fee title to a portion of the Property for future UTA light rail track (the "**Light Rail Development**"); and

G. WHEREAS, the parties have agreed to reserve an easement for pedestrian trails (the "**Pedestrian Easement**").

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 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.



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JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Sep 02 3:10 pm FEE 107.00 BY CS
RECORDED FOR INTEGRATED TITLE INSURANCE

a. Location of Easements. The Existing Water Drainage System shall consist of those existing ditches, canals, drains and underground structures which 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. 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 locations 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, which is located on the Property, or which affects the Property, Anderson shall complete a survey of the Existing Water Drainage System for the area of any such activity, and 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 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 and is used in part to convey waters of the Lake Bottom Canal Company, the easement shall include an area extending fifteen feet from the east boundary of the present ditch and to the west boundary thereof. 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.

c. Cooperation of Parties. In respect to its use of the Existing Water Drainage System, Anderson and its respective successors and assigns 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 or its respective successors and assigns 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. Further, Anderson will not make any modification to the ditch on the west boundary of the Property which will adversely impact the ability to UVU to continue to discharge water to the ditch in the same quantities as are presently being discharged from the Property. 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.

d. UVU Rights. Anderson hereby grants to UVU the right to modify, repair or replace portions of the Existing Water Drainage System to the extent required in connection with its use of the Property. Any modifications or damage to the Existing Water Drainage System resulting from the design, construction, maintenance, repair, replacement and operation of the Property shall be at the sole cost and expense of UVU, and UVU shall cooperate with Anderson in assuring that the Existing Water Drainage System will continue to be functional for the purposes intended and any modifications necessitated by UVU's activities shall not adversely affect the use, capacity, performance, or maintenance of the Existing Water Drainage System. All such repairs, replacements or modifications to the Existing Water Drainage Systems 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 the following Utility Easements over, across, under and through the Property for the following uses and purposes:

a. Storm and Surface Drainage. Anderson reserves a 20 foot right of way and easement at the location shown in Exhibit D of this Declaration for the limited purpose of construction, installation, maintenance, replacement, modification, enhancement, upgrade or expansion of a storm drain pipeline for the purpose of drainage of surface water from the Anderson Land. Notwithstanding the foregoing, prior to the installation by Anderson of a storm drain pipeline by Anderson within the area shown at Exhibit D and prior to installation by Anderson of connecting pipelines to the future storm drain 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 20%) of engineering, construction, installation and maintenance of a storm drain system from the Anderson Lands.

b. Utilities. Anderson reserves a 20 foot right of way and easement around the perimeter of the Property for the limited purpose of construction, installation, maintenance, replacement, modification, enhancement, upgrade or expansion of 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 and the Property, or as may be required for

Vineyard Town or other utility providers. 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 east of any future Light Rail Development (see paragraph 9), 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. 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.

c. Use of Utility Easements by UVU. Notwithstanding anything herein to the contrary, UVU shall have a co-equal right to utilize the easement areas described hereinabove for the same purposes described in this Section 3. Nothing herein shall be construed to provide either UVU or Anderson a right to connect to utility improvements installed in the easement areas by either party, or its respective successors, without appropriate cost reimbursements, payment of impact fees or other costs assessed by any municipality or utility provider.

4. Trails. Anderson reserves a 20 foot right of way and easement around the north, south and east boundaries 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 ("Pedestrian Easement"), which may be dedicated to Vineyard Town or to a master association created for the purpose of owning and maintaining trails in the Anderson Geneva masterplanned development in Vineyard Town. Anderson reserves a 20 foot right of way and easement along 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. 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, and east of any future Light Rail Development (see 8). The West Pedestrian Easement shall also include the right to pedestrian and utility access to the existing water conveyance tunnels which exist at or near the west boundary of the Property and which extend from the Property to the west through the Union Pacific Railroad Company lands into the Anderson lands to the west. 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. Any use of and work on the Pedestrian Easement and 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 Pedestrian Easement or the 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.

For areas of the Property which will be or are adjacent to public roads or if any part of the easement area 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. However, the Pedestrian Easement and West Pedestrian Easement shall be included within the area of the easement for Utilities described in Paragraph 3(b) above. With regard to the Pedestrian Easement along the north boundary of the Property, the easement will be reduced to the extent that the adjacent property owned by Utah Department of Transportation can be utilized by Vineyard Town to construct any such trail.

5. Utility Easement for UVU. Pursuant to Section 8 of that Real Estate Purchase and Sale Agreement entered into between Anderson and UVU, dated September ____, 2011 (herein "REPSA"), Anderson has agreed to grant UVU certain private easements over the Anderson Lands for installation of utilities for the benefit of the Property. Upon request from UVU, Anderson will take such actions as are required pursuant to said Section 8 of the REPSA.

6. Road Dedication. Anderson reserves a right to grant, dedicate, and convey and/or to 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 south boundaries of the Property, as such may be required by Vineyard Town or other public entity from time to time, without compensation therefore.

7. Temporary Construction Easements. To the extent that temporary construction easements are reasonably necessary for any of the Utilities, light rail, public roadways or trails as provided above, UVU will grant such temporary construction easements, provided, that, such temporary construction easements will not unreasonably interfere with the use 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.

8. 400 North Railroad Crossing. Anderson and UVU each agree, upon written request from the other, to provide matching easements for the purpose of a public road right of way extending east into the Property and the Anderson Lands from a public railroad crossing at approximately 400 North and Vineyard Road, as depicted at Exhibit E to this Declaration. To the extent that the roadway from the public crossing is to be constructed as shown at Exhibit E, any dedication by the parties to Vineyard Town may reserve the right to reversion of excess land

conveyed if the "hammerhead" is reduced at a future date to a regular road width, or if the crossing is closed for any reason. The obligation to convey or grant any such easement to Vineyard Town, shall be conditioned upon the following, or, upon receiving reasonable assurances that the following will occur: (i) completion of the construction of such a public roadway, (ii) improvements being constructed or completed to improve the Crossing, including, but not limited to, new signals, crossing surfaces, and road modifications on the east side of the Crossing by UTA, UDOT and/or Vineyard Town, and (iii) the opening of the Crossing for public travel and use. The parties acknowledge that the said public railroad crossing is currently the subject of litigation and appeal by Union Pacific Railroad ("UPRR) to the Utah Supreme Court, in an effort to keep the Crossing closed from public use. It will not be a breach of this Agreement if the Crossing is closed as a result of the appeal or a settlement of the litigation wherein the Crossing is permanently closed.

9. Light Rail. UVU agrees to grant, dedicate and sell an easement and right of way, or grant fee title to a portion of the Property to Utah Transit Authority ("UTA"), or its successor, along the west boundary and south boundary of the Property, for the purpose of construction, installation, maintenance and operation of a future light rail or "Trax" public rail transportation system ("Light Rail Development"). Any such easement or grant of fee title to a portion of the Property will only be granted to the extent that it is reasonably necessary, and will be limited to a maximum of fifty (50) feet from the west boundary and south boundary of the Property. Upon written request by Anderson and UTA, UVU shall, within one hundred twenty (120) days use commercially reasonable efforts to enter into a mutually agreeable agreement with UTA to sell the easement or right of way or to grant fee title to UTA. Nothing herein shall require UVU to convey the right of way or grant fee title to UTA for less than its fair market value, as determined by appraisal. If UTA and UVU are unable to agree on the fair market value, UVU agrees that it will sell to UTA at the appraised value based on the following method of valuation:

- (a) Each party shall obtain their own appraisal of the land to be purchased by UTA.
- (b) If the parties cannot agree on the appraised value of the land to be purchased then they shall instruct their appraisers to either (i) attempt to agree on an appraised value of the land, or (ii) appoint a third appraiser selected by the two appraisers to determine the fair market value of the land.
- (c) The appraised value determined by the third appraiser shall then be deemed to be the fair market value and UVU agrees to sell the land at that price.
- (d) Each party shall pay its own appraiser and shall share equally the cost of the third appraiser.
- (e) The appraisers selected by the parties shall have MAI certifications or similar qualifications with experience in valuation of property being sold for such purposes.

10. 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, and to maintain reasonable standards of health, safety and appearance.

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 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 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 or its successors and assigns, and to reduce disruption to, and interference with UVU's use of the Property. Anderson or its successors and assigns 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 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.

No permanent structures or large trees shall be constructed or planted over the Utility Easement, Pedestrian Easement, or West Pedestrian Easement except for landscaping, walkways, paving, fencing, or other such uses which will not interfere with the intended use of the easement.

11. Acknowledgment of Easements or Dedications. UVU shall, within ten (10) days of any request therefore by Anderson or its assigns, 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.

12. 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.

13. Easements Run With the Land. The covenants, restrictions, easements, rights and obligations granted or created in this Declaration hereby are an encumbrance on and appurtenant to the Property and Anderson Lands and none of the easements, rights or obligations may be transferred, assigned, released or encumbered by UVU. 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) (a) shall constitute covenants running with the land; (b) 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.

14. 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, 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.

15. 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

If to the UVU:

Val L. Peterson
UVU, VP for Administration & Legislative Affairs
800 W University Parkway
Orem, Utah 84058-5899

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.

16. 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 16.

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. 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, 2013, 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.

c. Compliance with Law. UVU 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.

17. 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 17 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 17, 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.

18. 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. 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.

h. 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 effecting the same, executed and acknowledged by the parties.

i. 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.

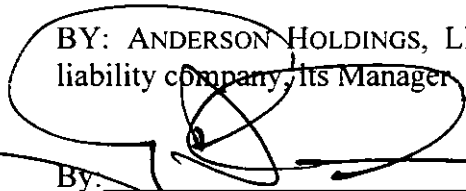
j. Assignment. Anderson shall have the right to assign and/or delegate part or all of its rights and duties hereunder to (i) any person or persons who become owners of part or all of the Anderson Lands, and (ii) to any municipal entity or utility provider. If Anderson assigns and/or delegates any of 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.

k. 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.

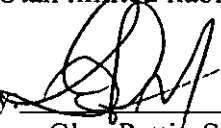
IN WITNESS WHEREOF, the parties have executed this Declaration.

ANDERSON GENEVA, LLC,
a Utah limited liability company


BY: ANDERSON HOLDINGS, LLC, a Utah limited liability company, its Manager


By: _____
Gerald D. Anderson, Manager

ICE CASTLE RETIREMENT FUND, L.L.C.,
a Utah limited liability company

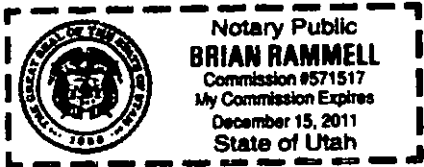

By: _____
Glen Pettit, Sole Member

UTAH VALLEY UNIVERSITY

By: 
Its: V.P. for Finance & Administration

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

The foregoing instrument was acknowledged before me the 1 day of September, 2011, by Gerald D. Anderson, as Manager of ANDERSON HOLDINGS, LLC, a Utah limited liability company, the Manager of ANDERSON GENEVA, LLC, a Utah limited liability company, for and on behalf of said company.

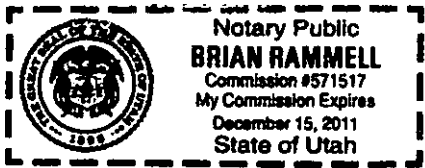


[Handwritten Signature]

Notary Public

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

The foregoing instrument was acknowledged before me the 2 day of September, 2011, by Glen Pettit, sole Member, Ice Castle Retirement Fund L.L.C. for and on behalf of said company.

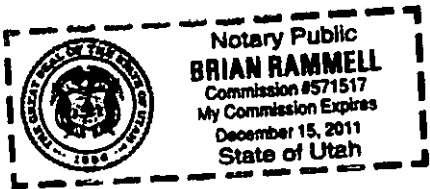


[Handwritten Signature]

Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me the 1 day of September, 2011, by Val L Peterson, as V.P. for Finance & Administration of the Utah Valley University, a body politic and corporate, for and on behalf of the said institution.



[Handwritten Signature]

Notary Public

**EXHIBIT A
TO
DECLARATION OF EASEMENTS**

(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, SLB&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 2186.81 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 53.9 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 = 66 FT); ALONG A CURVE TO R (CHORD BEARS: N 57 DEG 21' 52" E 53.34 FT, RADIUS = 50.01 FT); N 89 DEG 39' 16" E 956.13 FT; S 0 DEG 20' 45" E 393.41 FT; N 89 DEG 58' 6" E 459.82 FT; N 0 DEG 1' 54" W 345.6 FT; N 89 DEG 7' 50" E 80.01 FT; S 0 DEG 1' 54" E 156.86 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 25 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 53.65 FT; S 7 DEG 27' 15" E 69.61 FT; S 8 DEG 15' 56" E 136.96 FT; S 14 DEG 56' 19" E 1448.27 FT; S 20 DEG 34' 54" E 280.71 FT; N 83 DEG 36' 18" E 29.09 FT; S 14 DEG 56' 37" E 283.94 FT; S 11 DEG 69' 42" E 25.69 FT; N 82 DEG 13' 39" E 108.33 FT; S 7 DEG 57' 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' 56" 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 550.92 FT, RADIUS = 7960.64 FT); N 47 DEG 15' 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 62.32 FT; ALONG A CURVE TO L (CHORD BEARS: S 84 DEG 12' 16" 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 350.27 FT, RADIUS = 7726.6 FT); ALONG A CURVE TO L (CHORD BEARS: S 84 DEG 16' 48" W 509.8 FT, RADIUS = 8882.3 FT); S 74 DEG 38' 51" W 67.06 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 253.6 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 = 6821.74 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 76.16 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' 29" E 147.28 FT, RADIUS = 7928 FT); ALONG A CURVE TO R (CHORD BEARS: N 88 DEG 10' 5" E 237.87 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' 29" E 2662.34 FT; S 89 DEG 28' 1" W 36.39 FT; S 89 DEG 26' 4" W 67.9 FT; S 0 DEG 25' 44" E 1390.57 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 13.5 FT; S 89 DEG 31' 52" W 106.34 FT; S 89 DEG 51' 49" W 65.96 FT; S 2 DEG 55' 19" E 39.03 FT; S 84 DEG 54' 53" W 18.18 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 67.61 FT; S 55 DEG 6' 27" W 53.4 FT; S 0 DEG 40' 41" E 115.38 FT; S 38 DEG 15' 4" E 54.76 FT; S 1 DEG 12' 28" W 507.88 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 114.46 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 5' 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 1856.02 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 59 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' 45" E 748 FT, RADIUS = 572.96 FT); N 54 DEG 13' 44" E 1395.46 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 = 1448.12 FEET; S 0 DEG
 0' 22" E 64.97 FT; ALONG A CURVE TO L (CHORD BEARS: S 74 DEG 47' 59" W
 1406.86 FT, RADIUS = 2657.04 FT) ARC LENGTH = 1423.84 FEET TO BEG TO
 BEG. AREA 1.446 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 82.85 FT; S 7 DEG 48' 16" E 0.5 FT;
 N 82 DEG 11' 5" E 40.46 FT; S 7 DEG 48' 56" 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 3051.35 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
 0.096 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 0.228 AC. ALSO COM S 1094.92 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 845.68 AC.

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 372.95 FT; N 89 DEG 59' 56" W 2078.96 FT; N 0 DEG 6' 18" W 600.58 FT; N 29 DEG 19' 18" W 37.25 FT; N 5 DEG 24' 29" 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' 15" 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 349.88 FT; S 64 DEG 7' 9" E 341.93 FT; ALONG A CURVE TO L (CHORD BEARS: S 10 DEG 52' 2" W 1339.52 FT, RADIUS = 3552.96 FT); S 1073.34 FT; S 45 DEG 0' 0" W 60.81 FT; W 5 FT; S 81 FT; E 5 FT; S 45 DEG 0' 0" E 60.81 FT; S 1285.27 FT; ALONG A CURVE TO L (CHORD BEARS: S 12 DEG 34' 46" E 676.25 FT, RADIUS = 1552.5 FT); S 0 DEG 51' 18" W 22.5 FT; S 26 DEG 42' 4" E 43.76 FT; S 48 DEG 56' 20" E 27.98 FT; ALONG A CURVE TO L (CHORD BEARS: S 67 DEG 1' 40" E 1936.5 FT, RADIUS = 1562.5 FT); N 74 DEG 24' 40" E 176.28 FT; S 54 DEG 14' 13" E 67.65 FT; N 79 DEG 57' 26" E 101 FT; N 45 DEG 18' 21" E 51.61 FT; N 79 DEG 7' 23" E 973.85 FT; N 74 DEG 24' 39" E 100 FT; N 54 DEG 11' 44" E 300.61 FT; S 30 DEG 17' 44" E 334.95 FT; S 32 DEG 38' 6" E 284.52 FT; S 30 DEG 4' 7" E 237.46 FT; S 61 DEG 48' 51" W 122.04 FT; S 28 DEG 9' 40" E 2.45 FT; S 59 DEG 68' 25" W 2.49 FT; S 30 DEG 4' 7" E 100 FT; N 59 DEG 66' 53" E 99.21 FT; S 28 DEG 54' 56" E 0.81 FT; N 61 DEG 49' 32" E 25.37 FT; S 30 DEG 4' 7" E 1366.29 FT; S 59 DEG 54' 26" W 24.56 FT; N 30 DEG 4' 8" W 35.82 FT; S 59 DEG 55' 53" W 100 FT; S 30 DEG 4' 6" E 35.85 FT; S 59 DEG 54' 47" W 46.24 FT; S 30 DEG 4' 7" E 100 FT; N 59 DEG 54' 46" E 100 FT; N 59 DEG 54' 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 34.95 FT; S 89 DEG 24' 43" W 2597.07 FT TO BEG. AREA 258.412 AC. ALSO COM N 6346.72 FT & W 905.38 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 27 DEG 15' 34" W 100 FT; N 62 DEG 44' 12" E 14.52 FT; S 27 DEG 15' 52" E 100 FT; S 62 DEG 44' 5" W 14.53 FT TO BEG. AREA 0.033 AC. ALSO COM N 5568.89 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 0.063 AC. ALSO COM N 4603.31 FT & W 16.57 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 0.063 AC. ALSO COM N 3661.72 FT & E 234.46 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 5' 15" W 100 FT; N 59 DEG 54' 28" E 214.5 FT; S 24 DEG 21' 37" E 77.74 FT; S 30 DEG 17' 43" E 32.87 FT; S 62 DEG 44' 8" W 207.21 FT TO BEG. AREA 0.606 AC. ALSO COM N 2448.45 FT & E 815.77 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 59 DEG 54' 28" E 284.56 FT; S 30 DEG 17' 44" E 100 FT; S 59 DEG 54' 28" W 312.01 FT TO BEG. AREA 0.673 AC. ALSO COM N 1488.24 FT & E 1720.78 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 28 DEG 9' 51" W 100 FT; N 61 DEG 49' 52" E 21.94 FT; S 30 DEG 4' 7" E 100.05 FT; S 61 DEG 49' 52" W 25.27 FT TO BEG. AREA 0.054 AC. ALSO COM N 196.76 FT & E 2415.88 FT FR SW COR. SEC. 8, T6S, R2E, SLB&M.; N 30 DEG 3' 46" W 35.83 FT; N 69 DEG 55' 52" E 46.24 FT; N 30 DEG 4' 7"

200 FT; S 70 DEG 3' 10" W 667.94 FT; N 85 DEG 31' 24" W 44.58 FT; S 79 DEG 57' 25" W 101.37 FT; S 20 DEG 11' 15" W 77.15 FT; S 74 DEG 24' 40" W 190.81 FT; ALONG A CURVE TO R (CHORD BEARS: N 67 DEG 12' 48" W 1797.26 FT, RADIUS = 1447.5 FT); N 10 DEG 50' 58" W 33.53 FT; N 26 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 625.4 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 55.15 FT; N 1065.34 FT; ALONG A CURVE TO R (CHORD BEARS: N 9 DEG 37' 14" E 1162.3 FT, RADIUS = 3447.5 FT); N 39 DEG 12' 1" E 409.57 FT; N 25 DEG 52' 51" E 460.33 FT; S 27 DEG 15' 52" E 1484.05 FT; S 62 DEG 43' 53" W 15.12 FT; S 62 DEG 44' 8" W 100 FT; S 27 DEG 15' 47" E 1.52 FT; S 62 DEG 44' 16" W 9.25 FT; S 27 DEG 15' 62" E 100 FT; N 62 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 15.13 FT; S 27 DEG 15' 52" E 870.68 FT; S 62 DEG 44' 8" W 123.55 FT; S 27 DEG 15' 31" E 1.53 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 1.54 FT; N 62 DEG 45' 14" E 0.83 FT; N 62 DEG 43' 50" E 23.56 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' 34" W 1.1 FT; S 27 DEG 15' 52" E 100 FT; N 62 DEG 44' 8" E 100 FT; N 27 DEG 14' 35" W 1.48 FT; N 62 DEG 44' 34" E 1.1 FT; N 62 DEG 43' 53" E 23.65 FT; S 27 DEG 15' 52" E 328.39 FT; S 24 DEG 21' 37" E 522.67 FT; S 59 DEG 54' 10" W 214.95 FT; S 59 DEG 54' 29" W 100 FT; S 30 DEG 6' 36" E 100 FT; N 59 DEG 54' 28" E 100 FT; N 62 DEG 43' 50" E 207.54 FT; S 30 DEG 17' 46" E 32.36 FT; S 59 DEG 51' 31" W 281.48 FT; S 59 DEG 51' 31" W 100 FT; S 30 DEG 8' 29" E 100 FT; N 59 DEG 51' 32" E 381.75 FT; S 30 DEG 17' 44" E 1090.12 FT; S 59 DEG 54' 10" W 284.58 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 59 DEG 54' 31" W 27.08 FT; S 30 DEG 5' 34" E 100 FT; N 59 DEG 54' 29" E 100 FT; N 59 DEG 54' 10" E 312.01 FT; S 30 DEG 17' 44" E 164.99 FT TO BEG. AREA 252.42 AC. TOTAL AREA 612.945 AC.

**EXHIBIT B
TO
DECLARATION OF EASEMENTS**

(Legal Description of UVU Property)

EXHIBIT B TO RESERVATION, DECLARATION AND GRANT OF EASEMENTS

OR RECORD OF

Lot 1, GENEVA ANCHOR SURVEY MAP, according to the official plat thereof, as recorded in the office of the Utah County Recorder.

Also described as:

GENEVA ANCHOR – UVU Parcel

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD TOWN, UTAH COUNTY, UTAH, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE N.89°26'03"E. ALONG THE SECTION LINE A DISTANCE OF 42.25 FEET TO A POINT ON THE WESTERLY BOUNDARY OF THE ANDERSON GENEVA DEVELOPMENT, INC. PROPERTY SAID POINT ALSO BEING THE REAL POINT OF BEGINNING;

THENCE N.30°04'07"W. A DISTANCE OF 2551.32 FEET ALONG SAID WESTERLY BOUNDARY; THENCE N.74°47'25"E. A DISTANCE OF 63.01 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF THE UTAH DEPARTMENT OF TRANSPORTATION VINEYARD CONNECTOR ROAD THENCE THE FOLLOWING EIGHT (8) BOUNDARY CALLS ALONG SAID RIGHT OF WAY: N.74°47'25"E. A DISTANCE OF 253.60 FEET; THENCE N.55°13'17"E. A DISTANCE OF 423.77 FEET TO A POINT OF CURVATURE OF A 7947.50-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 122.15 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 00°52'50" AND A CHORD THAT BEARS N.78°54'20"E. A DISTANCE OF 122.15 FEET TO A POINT OF CURVATURE OF A 8746.96-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 223.53 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 01°27'51" AND A CHORD THAT BEARS N.81°26'01"E. A DISTANCE OF 223.52 FEET TO A POINT OF CURVATURE OF A 7942.50-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 554.60 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 04°00'02" AND A CHORD THAT BEARS N.82°57'29"E. A DISTANCE OF 554.49 FEET; THENCE S.51°31'15"E. A DISTANCE OF 59.22 FEET; THENCE S.08°00'00"E. A DISTANCE OF 76.16 FEET; THENCE N.82°00'00"E. A DISTANCE OF 46.00 FEET; THENCE LEAVING SAID RIGHT OF WAY S.08°00'00"E. A DISTANCE OF 100.00 FEET TO A POINT OF CURVATURE OF A 850.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 656.74 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 44°16'08" AND A CHORD THAT BEARS S.30°08'04"E. A DISTANCE OF 640.53 FEET; THENCE S.52°16'08"E. A DISTANCE OF 320.41 FEET TO A POINT OF CURVATURE OF A 850.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 767.03 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 51°42'11" AND A CHORD THAT BEARS S.26°25'02"E. A DISTANCE OF 741.27 FEET; THENCE S.00°33'57"E. A DISTANCE OF 1025.98 FEET TO A POINT ON THE SOUTH SECTION LINE OF SAID SECTION 8; THENCE S.89°26'03"W. A DISTANCE OF 1297.88 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

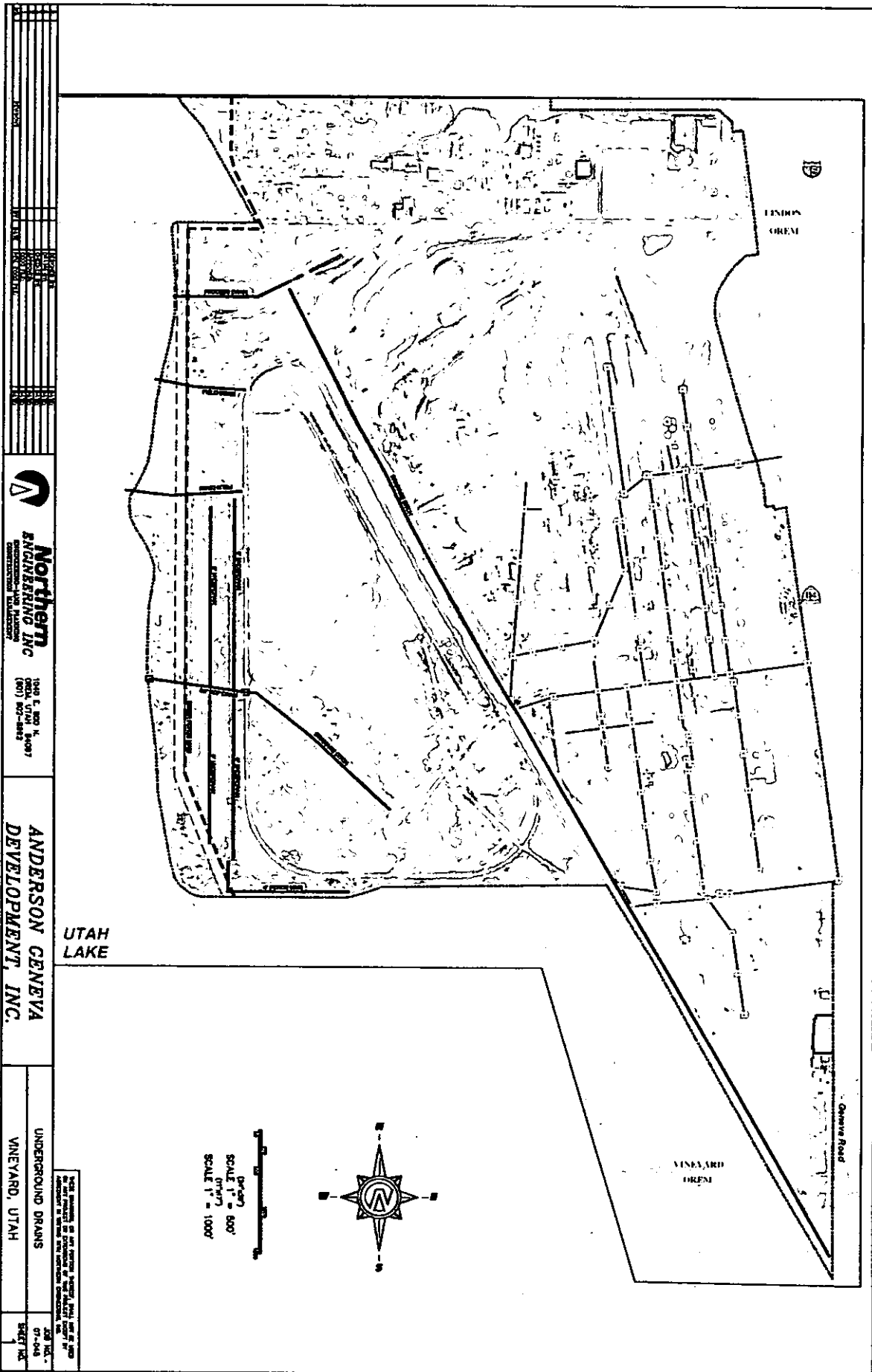
CONTAINING 100.00 ACRES OF LAND.

BASIS OF BEARING: NAD 83 CENTRAL ZONE UTAH.

**EXHIBIT C
TO
DECLARATION OF EASEMENTS**

(Depiction of Existing Water Drainage System)

See Attached

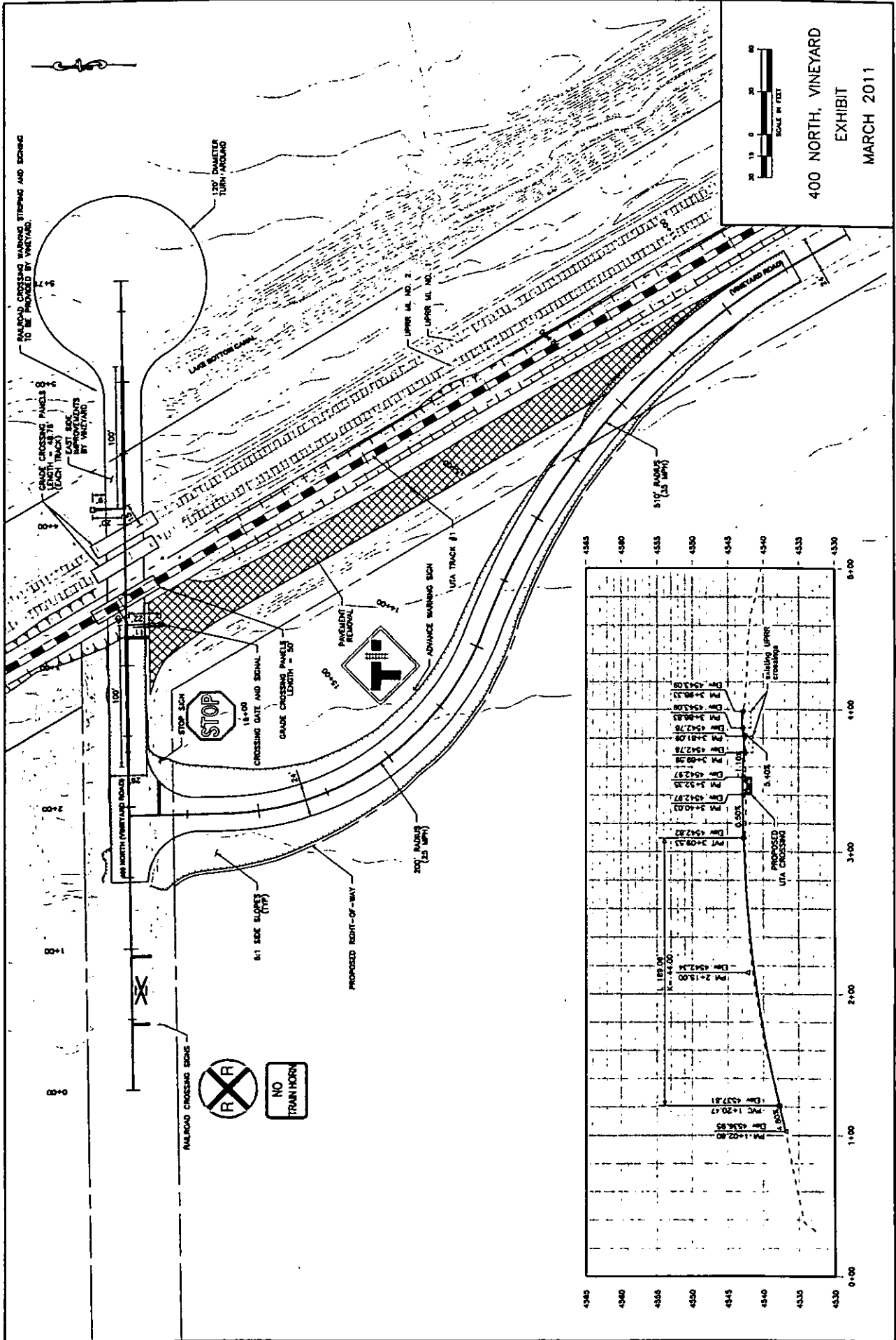


**EXHIBIT D
TO
DECLARATION OF EASEMENTS**

Future Storm Drain Location (approximate)

**EXHIBIT E
TO
DECLARATION OF EASEMENTS**

Depiction of 400 North Railroad Crossing Improvements With Hammerhead



400 NORTH, VINEYARD
EXHIBIT
MARCH 2011

