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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

FIRST AMERICAN TITLE

BY: DDK, DEPUTY - WI 14 P.

Recording Requested by and after recording return to:



Hirschi Steele & Baer, PLLC Attn: David P. Hirschi, Esq. 136 E. South Temple, Suite 1400 Salt Lake City, Utah 94111

TERMINATION OF EASEMENTS AND NEW DECLARATION OF EASEMENTS AND COVENANTS

THIS TERMINATION OF EASEMENTS AND NEW DECLARATION OF EASEMENTS AND COVENANTS (this "Declaration") is made and entered into this 18th day of December, 2013, by HONEYWELL ELECTRONIC MATERIALS, INC., a Washington corporation ("Honeywell"), and E & E INVESTMENT CO., LLC, a Utah limited liability company ("E & E") (Honeywell and E & E being hereinafter sometimes referred to collectively as the "Declarants").

RECITALS

- A. E & E is the owner of that certain real property situated in the City of West Valley City, County of Salt Lake, State of Utah, legally described as Lots 1, 3 and 4, and Honeywell is the owner of Lot 2 of the C.R. ENGLAND SUBDIVISION (an Amendment to and Extension of the Honeywell Electronic Materials, Inc. Subdivision), according to the recorded plat thereof in the office of the Salt Lake County, Utah, Recorder. Lots 1, 2, 3 and 4 of the C.R. England Subdivision (the "Subdivision") are referred to herein as "Lot 1", "Lot 2", "Lot 3", and Lot "4" respectively, and collectively as the "Lots".
- B. By this instrument, Declarants desire to completely amend and supersede in its entirety that certain Termination of Declaration Easements and Covenants and New Declaration of Easements and Covenants Declaration of Easements and Covenants dated November 23, 2009, recorded November 23, 2009, as Entry No. 10844034, in Book 9782 at pages 676-689 of the official records of the Salt Lake County, Utah, Recorder (the "Original Declaration"). All easements and declarations contained in the Original Declaration are hereby terminated and replaced by the easements and declarations contained herein.
- D. By this instrument, Declarants desire to declare and create certain easements over portions of Lot 1, Lot 3 and Lot 4 for the benefit of the Lots and the present and future occupants thereof, and to establish certain covenants with respect thereto, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and the covenants, obligations and agreements contained herein, Declarants hereby declare that the Lots and all present and future owners and occupants of the Lots shall be and hereby are subject to the terms, covenants and easements hereinafter set forth in this Declaration, so that the Lots shall be owned, operated, used, maintained, kept, sold and leased in full compliance with and subject to this Declaration and, in connection therewith, Declarants declare and covenant and agree as follows:

AGREEMENTS

1. <u>Definitions</u>. For purposes hereof:

- (a) The term "Owner" or "Owners" shall mean E & E and any and all successors or assigns of E & E as the owner or owners of fee simple title to all or any portion of Lot 1, Lot 3 or Lot 4, whether by sale, assignment, inheritance, operation of law, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property, and Honeywell and any and all successors or assigns of Honeywell as the owner or owners of fee simple title to all or any portion of Lot 2, whether by sale, assignment, inheritance, operation of law, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property
- (b) The term "Permittees" shall mean the tenant(s) or occupant(s) of Lot 1, Lot 2, Lot 3 or Lot 4, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner(s) of such real property, and/or (ii) such tenant(s) or occupant(s).

2. Easements.

- 2.1 <u>Easements.</u> Subject to any express conditions, limitations or reservations contained herein, Declarants hereby declare that, to the extent hereinafter described and set forth, the Lots, and all Owners and Permittees of the Lots, shall be subject to, benefited by and burdened by the following perpetual, non-exclusive easements which are hereby imposed upon the Lots and all present and future Owners and Permittees of the Lots:
 - (a) <u>Large Vehicle Driveway.</u> A non-exclusive easement for drainage, drainage pond, vehicular and pedestrian access, ingress and egress over all portions of an asphalt roadway to be constructed upon Lot 1, Lot 3 and Lot 4 providing access from and to 2100 South Frontage Road to and from the Lots, as shown on the recorded Plat of the Subdivision and more particularly described in <u>Exhibit "A"</u> attached hereto (herein referred to as the "Large Vehicle Driveway"). Such easement shall be for the benefit of the Lots and the Owners and Permittees of the Lots, and shall include the right to use, operate, maintain, repair and replace the Driveway (as hereinafter described) for the purposes described above, and the right of reasonable access over and across Lot 1, Lot 3 and Lot 4 as may be reasonably required to maintain and repair the Driveway. It is the intention of the Declarants that the Large Vehicle Driveway will be used solely by large trucks, semi-trucks and trailers, and tractors used in connection with the Declarants'

activities on their respective properties, and Declarants covenant and agree hereby to monitor and control the use of the Large Vehicle Driveway in order to restrict the uses thereof to large trucks, semi-trucks and trailers, and tractors insofar as reasonably possible.

- Small Vehicle Driveway. A non-exclusive easement for vehicular and pedestrian access, ingress and egress over all portions of an asphalt roadway to be constructed upon Lot 1 providing access from and to 2100 South Frontage Road to and from Lot 2 as shown on the recorded Plat of the Subdivision and more particularly described in Exhibit "B" attached hereto (herein referred to as the "Small Vehicle Driveway"). Such easement shall be for the benefit of Lots 1 and 2 and the Owners and Permittees of Lots 1 and 2, and shall include the right to use, operate, maintain, repair and replace the Driveway (as hereinafter described) for the purposes described above, and the right of reasonable access over and across Lot 1 and Lot 2 as may be reasonably required to maintain and repair the Driveway. It is the intention of the Declarants that the Small Vehicle Driveway will be used solely by automobiles, bicycles, motorcycles and small trucks, including pickup trucks, used in connection with the Declarants' activities on their respective properties, and Declarants covenant and agree hereby to monitor and control the use of the Small Vehicle Driveway in order to restrict the uses thereof to pedestrians, automobiles, bicycles, motorcycles and small trucks, including pickup trucks, insofar as reasonably possible. In the event Honeywell desires in its sole discretion to open the Small Vehicle Driveway to all vehicles of Honeywell, including large trucks, then Honeywell may, in its sole discretion, terminate the Large Vehicle Driveway, and upon such determinations by Honeywell, Honeywell and E & E agree to execute and record the necessary documentation to amend the Small Vehicle Driveway to permit such use by large trucks and to terminate the Large Truck Driveway. In the event Honeywell's ability to use the Large Truck Driveway for the purposes set forth in subparagraph 2(a) above is temporarily interrupted for any reason, E & E agrees to open the Small Vehicle Driveway to all vehicles of Honeywell for the duration of such interruption; provided, however, E & E shall fully restore Honeywell's right to the Large Truck Driveway as soon as possible. Likewise, if Honeywell's ability to use the Small Vehicle Driveway for the purposes set forth in this subparagraph 2(b) is interrupted for any reason, E & E agrees to open the Large Truck Driveway to all vehicles of Honeywell for the duration of such interruption; provided, however, E & E shall fully restore Honeywell's right to the Small Vehicle Driveway as soon as possible.
 - (c) <u>Utility Lines</u>. Easements for utility lines as follows:
 - (i) An easement in, on, over, under and across Lot 1 for purposes of using, operating, maintaining, repairing and replacing the gas line located beneath the Lot 1 and providing natural gas service to Lot 2 from the gas line located in the right-of-way of 2100 Frontage Road as shown on the plat for the Subdivision;
 - (ii) An easement in, on, over, under and across Lot 1 legally described in Exhibit "C" attached hereto and hereby made a part hereof and shown

on the Plat as a "20" WATER LINE EASEMENT IN FAVOR OF LOT 2", for purposes of using, operating, maintaining, repairing and replacing the water lines and water/fire line located beneath Lot 1 and providing water service to Lot 2 from the water line located in the right-of-way of 2100 Frontage Road;

- (iii) An easement in, on, over, under and across Lot 1 for purposes of using, operating, maintaining, repairing and replacing the drainage ditch located in and on Lot 1 and providing storm water drainage from Lot 2 as shown on the plat for the Subdivision; and
- (iv) An easement in, on, over, under and across that part of Lot 1 legally described on Exhibit "D" attached hereto and hereby made a part hereof, and shown on the plat of the Subdivision as a "20' SANITARY SEWER EASEMENT IN FAVOR OF LOT 2", for purposes of using, operating, maintaining, repairing and replacing the sanitary sewer line located beneath Lot 1 and providing sanitary sewer service to Lot 2 from the sanitary sewer line located in the right-of-way of 2100 South Frontage Road.

The easements described in this Section 2.1(c) shall be for the benefit of Lot 2 and the Owners and Permittees of Lot 2, and shall include the right to use, operate, maintain, repair and replace said gas line, water lines and fire/water line, drainage ditch and facilities, and sanitary sewer line for the purposes described above, and the right of reasonable access over and across Lot 1 as may be required to maintain and repair said utility lines and drainage ditch and facilities. The areas covered by the easements described in parts (i), (ii), (iii), and (iv) above are shown on the plat of the Subdivision.

Signage. An easement in favor of Honeywell for signage and reasonable access to signage in, on, over and across a portion of Lot 4 and located at or near the entrance to the Large Vehicle Driveway on Lot 4 as may be mutually agreed upon by Declarants, including an easement for an electrical line to illuminate such signage if permitted by the City of West Valley City, Utah ("City"). Also, an easement in favor of Honeywell for signage and reasonable access to signage in, on, over and across a portion of Lot 1 and located at or near the entrance to the Small Vehicle Driveway on Lot 1 as may be mutually agreed upon by Declarants, including an easement for an electrical line to illuminate such signage if permitted by the City. If E & E and Honeywell construct a single, combination sign at each location, then E & E shall be solely responsible for the cost of constructing and maintaining the signs. If the parties choose to have separate signs, each party shall be responsible for the cost of constructing and the continued maintenance of their respective signs. All signage shall comply in all respects with the requirements of the City. Notwithstanding the foregoing, the location of the signage permitted pursuant to this Section 2(d) may be changed from time to time at E & E's request (but no more than twice) based upon E & E's development and use of Lot 1 or Lot 4; provided, however, that (1) such request must be made in writing at least ninety (90) days prior to the date on which E & E desires to change such location, (ii) the new location shall be reasonably acceptable to Honeywell,

- and (iii) E & E shall pay all costs and expenses of changing such location and moving and reinstalling such signage.
- 3. Construction, Maintenance and Repair. E & E, or its successors or assigns, shall be solely responsible for the costs of constructing, maintaining and repairing the Large Vehicle Driveway and the Small Vehicle Driveway. E & E shall complete, at its sole cost and expense, the road spur from the Large Vehicle Driveway to Lot 2 (the "Spur") no later than April 30, 2014 in a manner consistent with the Large Vehicle Driveway. E & E shall submit plans and specifications for the construction of the Spur to Honeywell for its written approval prior to commencing construction. In the event E & E fails to complete construction of the Spur as required herein on or before April 30, 2014, Honeywell may, but is not obligated to, (i) complete construction of the Spur and E & E shall pay Honeywell all reasonable costs and expenses thereof upon demand and (ii) exercise all available remedies at law or in equity.

Honeywell, at its sole cost and expense, shall be responsible for maintaining and repairing the utility lines, drainage ditch and facilities and signage described above to which the easements granted herein pertain. In connection with its duty to maintain and repair the easements over Lot 1 granted to Honeywell herein, Honeywell or any governmental authority on their own or on Honeywell's behalf shall have the right to disturb or otherwise damage improvements to the Lot 1 made by E & E in order to maintain and repair any utility lines, conduits and pipes beneath Lot 1 which serve Lot 2; provided, however, that prior to any such disturbance to E & E improvements, Honeywell shall give reasonable prior written notice to E & E of the need to repair and/or maintain the easements, and Honeywell shall not be responsible for restoring or repairing such improvements or paying the costs of such restoration or repair of such improvements but shall be responsible only for restoring the affected portions of Lot 1 to a non-hazardous condition, reasonably suitable for the restoration and repair by E & E of those improvements disturbed or destroyed in connection with Honeywell's maintenance and repair activities set forth in this Section 4.

4. <u>Indemnification</u>. Each Owner (the "Indemnifying Owner") shall defend and indemnify and hold harmless each other Owner and such other Owner's managers, directors, officers, employees, agents, contractors and invitees (the "Indemnified Parties") from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to injuries, losses, or damages of or to any person or property arising from the negligent, intentional or willful acts or omissions of the Indemnifying Owner, its contractors, employees, agents, or others acting on behalf of or in connection with the Indemnifying Owner upon or within the easement areas to which the easements granted herein pertain; provided, however, that notwithstanding anything else in this Declaration, under no circumstances shall an Indemnifying Owner be liable to the Indemnified Parties for special, incidental or consequential damages.

5. Miscellaneous

- 5.1 <u>Attorneys' Fees.</u> In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
 - 5.2 Amendment. The provisions of this Declaration may be modified or

amended, in whole or in part, or terminated, only by the written consent of all record Owners of Lot 1, Lot 2, Lot 3 and Lot 4, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the office of the County Recorder of Salt Lake County, Utah.

- 5.3 <u>Consents.</u> Wherever in this Declaration the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned, or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Declaration, to be effective, must be given, denied or conditioned expressly and in writing.
- 5.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 5.5 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 5.6 Covenants to Run with Land. It is intended that each of the easements, covenants, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of Declarants and all Owners and Permittees and their respective successors, assigns, heirs and personal representatives.
- 5.7 Grantee's Acceptance. The Owner of any Lot or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such property, shall accept such deed or contract upon and subject to each and all of the easements, covenants and obligations contained herein. By such acceptance, any such Owner shall for itself or himself and its or his successors, assigns, heirs and personal representatives, covenant, consent and agree to and with the other Owners, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such Owner.
- 5.8 Severability. Each provision of this Declaration and the application thereof to Lot 1, Lot 2, Lot 3 and Lot 4 are hereby declared to be independent of and severable from the remainder of this Declaration. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Declaration. In the event the validity or enforceability of any provision of this Declaration is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of two lots by the same person or entity shall not terminate this Declaration nor in any manner affect or impair the validity or enforceability of this Declaration.
 - 5.9 <u>Notices.</u> Notices or other communication hereunder shall be in writing and

shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Any Owner may change from time to time its respective address for notice hereunder by like notice to the other Owners. The notice addresses of Honeywell and E & E are as follows:

> Honeywell Electronic Materials, Inc. Honeywell:

> > c/o Honeywell International Inc. 21925 Field Parkway Deer

Park, Illinois 60010

ATTN: Richard J. Kriva, Vice President,

Global Real Estate Facsimile: 847-797-3901

Honeywell International Inc. With copy to:

> 1985 Douglas Drive, MN10-182A Golden Valley, Minnesota 55422 ATTN: Irene A. Carlson, Esq. Facsimile: (763) 954-5420

E & E E & E Investment Co., LLC

4701 West 2100 South Salt Lake City, Utah 84120 · ATTN: Chief Financial Officer

Facsimile: 801-974-3800

David P. Hirschi With copy to:

Hirschi Steele & Baer, PLLC 136 East South Temple, Suite 1400

Salt Lake City, UT 84111 Facsimile: 801-322-0594

- Governing Law. The interpretation, validity, performance 5.10 enforcement of this Declaration shall be governed by the laws of the State of Utah.
- Estoppel Certificates. Each Owner, within ten (10) days of its receipt of a written request from any other Owner, shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Declaration is in default or violation of this Declaration and if so identifying such default or violation; and (b) that this Declaration is in full force and effect and identifying any amendments to this Declaration as of the date of such certificate.
- Bankruptcy. In the event of any bankruptcy affecting any Owner, this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt Owner or trustee acting on such Owner's behalf.

- 5.13 <u>No Rights in Public: No Implied Easements.</u> Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Lots. No easements, except those expressly set forth in Section 2, shall be implied by this Declaration.
- 5.14 <u>Restatement and Amendment</u>. This Declaration completely amends, restates, and supersedes in all respects the Original Declaration.
- 5.15 <u>Counterparts</u>. This Declaration may be executed in multiple counterparts, each of which constitute an original, and all of which taken together shall constitute one and the same instrument.

[REMAINDER OF PAGE LEFT BLANK TO ACCOMMODATE SIGNATURES]

IN WITNESS WHEREOF, Declarants have caused this Declaration to be duly executed as of the date first written above.

executed as of the date first written above.	HONEYWELL ELECTRONIC MATERIALS, INC
	By: Richard J. Kriva, Vice President, Global Real Estate of Honeywell International Inc., a Delaware corporation (Authorized Representative)
	E & E INVESTMENT CO., LLC BY: ENGBRO, LLC, Its sole Manager By: Name: Toble England Title: Authorized Manager
STATE OF ILLINOIS)	
COUNTY OF <u>Lake</u>)	
J. Kriva, the signer of the foregoing instruction. Vice President, Global Real Estate of H the Authorized Representative of Horocorporation, on behalf of the corporation.	, 20/3, personally appeared before me Richard rument, who duly acknowledged to me that he is the oneywell International Inc., a Delaware corporation, neywell Electronic Materials, Inc., a Washington NOTARY PUBLIC
Residing at: WHENTY COUNTY My Commission Expires: 5/14/16	OFFICIAL SEAL KAREN A DUVALL
STATE OF UTAH)	NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES:05/14/16
:ss. COUNTY OF SALT LAKE)	
2013, by, an author	owledged before me this <u>13</u> day of <u>December</u> , orized Manager of Engbro, LLC, the sole ho duly acknowledged to me that he executed company.
BRENT J. CLAYTON NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 11/19/2014	NOTARY PUBLIC

EXHIBIT "A"

Large Vehicles Driveway and Drainage Easement Premises

DRAINAGE, ACCESS AND POND EASEMENT IN FAVOR OF LOTS 1, 2, 3 AND 4

Beginning at a point on the south line of 2100 South Frontage Road said point being South 00°03'25" West 80.00 feet along the section line and South 89°43'29" East 1740.20 feet along said south line of 2100 South Frontage Road from the Northwest Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 89°43'29" East 167.01 feet along said south line of 2100 South Frontage Road;

thence South 00°11'56" West 73.48 feet;

thence Southeasterly 108.66 feet along the arc of a 290.00 feet radius curve to the left (center bears South 89°48'04" East and the chord bears South 10°32'06" East 108.02 feet with a central angle of 21°28'04");

thence South 21°16'08" East 60.23 feet;

thence Southeasterly 189.33 feet along the arc of a 554.94 feet radius curve to the right (center bears South 69°09'45" West and the chord bears South 11°03'49" East 188.41 feet with a central angle of 19°32'51") to a point on the west line of Parcel B, 201 Commercial Subdivision No. 2, Book 2013P, Page 74 of official records at the Salt Lake County Recorder's Office;

thence South 00°01'10" West 825.42 feet along said west line of Parcel B, 201 Commercial Subdivision No. 2 to a point on the north line of West Valley City (Golf Course Area No. 5) Book 8486, Page 836 of official records at the Salt Lake County Recorder's Office;

thence North 89°47'34" West 1,076.58 feet along and beyond said north line of West Valley City (Golf Course Area No. 5) to and along the north line of West Valley City (Playa Area No. 2) Book 8648, Page 4965 of official records at the Salt Lake County Recorder's Office, to and along the north line of CR England, Inc., Book 7401, Page 2106, of official records at the Salt Lake County Recorder's Office;

thence North 00°00'23" West 192.71 feet;

thence South 49°47'22" East 147.07 feet;

thence South 58°21'19" East 44.77 feet;

thence North 202.75 feet;

thence Northeasterly 133.52 feet along the arc of a 85.00 feet radius curve to the right (center bears East and the chord bears North 45°00'00" East 120.21 feet with a central angle of 90°00'00");

thence East 46.45 feet;

thence South 00°00'24" East 34.90 feet;

thence South 89°49'46" West 27.56 feet;

thence Southwesterly 106.66 feet along the arc of a 75.00 feet radius curve to the left (center bears South 08°31'12" East and the chord bears South 40°44'24" West 97.89 feet with a central angle of 81°28'48");

thence South 103.09 feet;

thence Southeasterly 117.62 feet along the arc of a 75.00 feet radius curve to the left (center bears East and the chord bears South 44°55'40" East 105.93 feet with a central angle of 89°51'20");

thence South 89°51'20" East 670.11 feet;

thence Northeasterly 141.61 feet along the arc of a 90.00 feet radius curve to the left (center bears North 00°08'40" East and the chord bears North 45°04'01" East 127.45 feet with a central angle of 90°09'17");

thence North 00°00'37" West 658.42 feet;

thence Northwesterly 170.68 feet along the arc of a 460.00 feet radius curve to the left (center bears South 89°59'23" West and the chord bears North 10°38'23" West 169.70 feet with a central angle of 21°15'31");

thence North 21°45'04" West 226.95 feet;

thence North 65°34'23" West 39.81 feet;

thence North 74°30'16" West 39.23 feet;

thence North 38°25'02" West 13.34 feet;

thence North 35°28'25" East 8.06 feet to the point of beginning.

Contains 173,486 square feet or 3.98 acres.

EXHIBIT "B"

Small Vehicle Driveway Easement Premises

Beginning at a point on the south line of 2100 South Frontage Road said point being South 00°03'25" West 80.00 feet along the section line and South 89°43'29" East 1,113.20 feet along said south line of 2100 South Frontage Road from the Northwest Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 89°43'29" East 24.00 feet along said south line of 2100 South Frontage Road;

thence South 00°14'30" West 49.68 feet;

thence Southeasterly 24.45 feet along the arc of a 100.50 feet radius curve to the left (center bears South 89°45'30" East and the chord bears South 06°43'40" East 24.39 feet with a central angle of 13°56'20");

thence South 13°41'50" East 32.26 feet;

thence Southeasterly 30.29 feet along the arc of a 124.50 feet radius curve to the right (center bears South 76°18'10" West and the chord bears South 06°43'40" East 30.21 feet with a central angle of 13°56'20");

thence South 00°14'30" West 97.12 feet;

thence South 07°43'35" East 75.41 feet;

thence South 576.83 feet:

thence East 28.95 feet;

thence South 00°00'24" East 24.00 feet:

thence West 52.95 feet;

thence North 599.21 feet;

thence North 07°43'35" West 75.46 feet;

thence North 00°14'30" East 98.79 feet;

thence Northwesterly 24.45 feet along the arc of a 100.50 feet radius curve to the left (center bears North 89°45'30" West and the chord bears North 06°43'40" West 24.39 feet with a central angle of 13°56'20");

thence North 13°41'50" West 32.26 feet;

thence Northwesterly 30.29 feet along the arc of a 124.50 feet radius curve to the right (center bears North 76°18'10" East and the chord bears North 06°43'40" West 30.21 feet with a central angle of 13°56'20");

thence North 00°14'30" East 49.69 feet to the point of beginning.

Contains 22,535 square feet or 0.517 acres

EXHIBIT "C"

Water Line Easement Premises

20' WATER LINE EASEMENT

Beginning at a point said point being South 00°03'25" West 80.00 feet along the section line to a point on the north line of 2100 South Frontage Road and South 89°43'29" East 1,147.61 feet along said north line of 2100 South Frontage Road from the Northwest Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 89°43'29" East 10.00 feet; thence South 0°13'40" West 233.10 feet; thence South 89°36'16" East 32.70 feet; thence South 0°01'49" East 397.97 feet; thence South 89°49'46" West 5.00 feet; thence South 0°00'24" East 36.19 feet; thence North 89°46'20" West 39.64 feet; thence North 0°13'40" East 667.39 feet to the point of beginning.

Contains 21,117 square feet. 0.48 acres.

EXHIBIT "D"

Sanitary Sewer Line Easement Premises

20' SANITARY SEWER EASEMENT

Beginning at a point on the south line of 2100 South Frontage Road said point being South 00°03'25" West 80.00 feet along the section line and South 89°43'29" East 1,093.36 feet along said south line of 2100 South Frontage Road from the Northwest Corner of Section 19, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

thence South 89°43'29" East 19.60 feet along said south line of 2100 South Frontage Road;

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thence South 00°04'55" West 3.38 feet;
thence South 52°59'08" East 50.85 feet;
thence South 00°12'39" West 362.28 feet;
thence South 16°46'43" West 136.00 feet;
thence South 13°23'27" East 119.48 feet;
thence East 44.04 feet;
thence South 00°00'24" East 20.00 feet;
thence West 39.28 feet;
thence South 13°23'27" East 26.94 feet;
thence South 76°24'02" West 20.94 feet;
thence North 13°19'17" West 171.18 feet;
thence North 16°46'43" East 139.94 feet;
thence North 00°12'39" East 349.35 feet;
thence North 52°59'08" West 50.35 feet;
thence North 00°09'54" East 13.72 feet to the point of beginning.
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Contains 15,510 square feet or 0.356 acres.