RECORDING REQUESTED BY WHEN RECORDED RETURN TO: S Squared Development 13029 Danielson Street Suite 204 Poway, CA 92064 Attn: William J. Stone. 12217940 2/5/2016 12:37:00 PM \$44.00 Book - 10401 Pg - 442-454 Gary W. Ott Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 13 P.

SPACE ABOVE LINE FOR RECORDER'S USE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of education of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Covenants, Conditions and Restrictions ("Declaration") is made as of Covenants, Conditions and Covenants, Conditions and Covenants, Conditions and Covenants, Covena

ARTICLE 1. RECITALS

This Declaration is made with reference to the following recitals of fact, which recitals constitute an integral part of this Declaration:

- 1.1. <u>Description of Property</u>. Declarant is the owner of those certain parcels of real property in Salt Lake County, Utah, described on attached <u>Exhibit "A"</u> (the "Property").
- 1.2. <u>Description of Project</u>. The Property has been developed as an integrated retail shopping center currently known as The Crossroads of Taylorsville (the "Project").
- 1.3. <u>General Plan</u>. By the recordation of this Declaration in the Office of the County Recorder of Salt Lake County, Utah, Declarant intends to impose upon the Property (including all improvements located thereon) mutually beneficial covenants, conditions, equitable servitudes, and restrictions under a general plan of improvement for the benefit of all of the Parcels (as defined below) and the Owners (as defined below) of such Parcels.

ARTICLE 2. DECLARATION

Declarant hereby declares that the Project and each of the Parcels (and every portion thereof) will be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved subject to all of the following covenants, conditions, restrictions, declarations, limitations, equitable servitudes, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Project, and every portion thereof. All of such covenants, conditions, restrictions, declarations, limitations, equitable servitudes, and easements will run with the land and will be binding upon Declarant and its successors and assigns and all parties having or acquiring any right, title, or interest in or to any part of the Project.

ARTICLE 3. **DEFINITIONS**

In addition to any other definitions set forth in this Declaration, the following terms will have the meanings ascribed to them in this Article:

- 3.1. "Building" will mean and refer to, on an individual basis, and "Buildings" will mean and refer to, on a collective basis, one or more of those certain buildings constructed upon the Property from time to time.
 - 3.2. "Common Area" will mean and refer to the entire Project other than the Buildings.
- 3.3. "Manager" will mean and refer to Declarant for so long as it is the Owner of a Parcel, and thereafter, to the Person (as defined below) who owns the greatest amount of the square footage contained in the Buildings.
- 3.4. "Owner" will mean and refer to the record holder or, if more than one, holders of record title to the individual Parcels comprising the Project. An Owner shall include any Person having fee simple title to a Parcel, any purchaser under a recorded installment land sales contract, or any Person holding a lesser fee estate in any Parcel, but will exclude any Person having any interest merely as security for the performance of an obligation. In the event any Parcel is owned by more than one Person, then Persons owning greater than fifty percent (50%) of the total ownership interests in such Parcel shall designate in writing to the Manager one individual to act on behalf of all of such Persons in the exercise of the powers granted to the Owner of such Parcel under this Declaration and the act of such designee will be binding upon all Persons having an ownership interest in such Parcel until such time as written notice of a new designated representative is provided to the Manager in accordance with this Declaration.
- 3.5. "Parcel" will mean and refer to, on an individual basis, and "Parcels" will mean and refer to, on a collective basis, one or more of the <u>from</u> (!!) separate legal parcels of which the Property is comprised, as depicted on attached <u>Exhibit "B"</u>. Each Parcel includes both the real estate as well as the improvements (including, without limitation, the Buildings, parking area paving and improvements) located within the boundaries of the legal Parcel comprising such Parcel.
- 3.6. "Person" will mean and refer to an individual, trust, corporation, partnership (either general or limited), limited liability company, or other entity capable of holding title to real property under the laws of the State of Utah.
- 3.8. "Related Parties" will mean and refer to, as to each individual Owner, the officers, directors, shareholders, partners, members, managers, agents, and employees of such Owner as well as such Owner's tenants, invitees, and licensees, other Persons claiming any interest in such Owner's Parcel by or through such Owner, and any subtenants, invitees, and licensees of such Owner's tenants.
- 3.9. "Term" will mean and refer to the period during which this Declaration will remain in effect, as more particularly described in Article 8, below.

ARTICLE 4. COMMON AREA

- 4.1. Grant of Easements and Rights. Declarant hereby reserves for itself and its Related Parties, and hereby grants to each of the Owners, for their own benefit and for the benefit of their respective Related Parties, a non-exclusive (except as specifically provided in this Article 4) easement for pedestrian and vehicular ingress, egress, and access, parking, and maintenance over, upon, and across the Common Area, subject to the terms, provisions, and conditions set forth in this Declaration and any Rules (as defined below) established pursuant to this Declaration. No Owner shall permit the overuse or overburdening of any such easement.
- 4.2. Parking Intensive Uses. Declarant, and each Owner by acceptance of a deed for such Owner's Parcel, hereby acknowledges that the adequacy of the available parking within the Common Area may be negatively impacted by any change in the existing uses (and tenants/occupants) of the Project. Accordingly, no Owner may use or rent (or allow any assignment or subletting of) any space within the Building(s) located on such Owner's Parcel if the use which is to be made of such space (or the use which such occupant is permitted to make of such space), when added to all other then existing uses on such Owner's Parcel, increases the parking requirements for such Parcel over the requirements provided in the applicable zoning ordinance or other city or county regulation or statute.
- 4.3 <u>Drainage</u>. Declarant hereby reserves for itself and its Related Parties, and hereby grants to each of the Owners, for their own benefit and for the benefit of their respective Related Parties, a non-exclusive easement for the drainage of surface water over, upon, under, and across the Common Area and each other Owner's Parcel.
- 4.4. Rules and Regulations. The Manager will have the power to adopt, modify, amend, and repeal such reasonable rules and regulations ("Rules") as it deems to be necessary or desirable (i) for the use of the Common Area, The Rules will govern the use of the Common Area by all Owners and their Related Parties. A copy of the Rules as adopted, modified, amended, or repealed must be mailed or otherwise delivered to each Owner. The Rules may include a procedure for the imposition and collection of penalties for any Owner's failure to comply with such Rules; provided, however, nothing contained in this Declaration shall obligate the Manager to take any particular action relative to the enforcement of the Rules.

ARTICLE 5. UTILITIES

5.1. Easement Rights. Declarant hereby reserves for its own benefit and hereby grants in favor of the Owners of each of the Parcels, easements for the installation and maintenance of utilities, utility lines, pipes, conduits, and similar instruments of transmission, over, upon, and across the Common Area to the extent reasonably necessary to provide utility services (including, without limitation, electricity, gas, water, sewage, telephone, and cable television) to each Owner's Parcel. Such easements will include the right of access over, upon, and across the Common Area for purposes of access to and maintenance of the utility installations to be located in the easements granted pursuant to this paragraph. In addition, each Owner by acceptance of a deed for such Owner's Parcel covenants that it will grant other reasonable easements over, upon, across, and under such Owner's Parcel to utility companies and other providers of utilities to the extent reasonably necessary to allow such utility companies and other utility service providers to provide utility services to the Parcels.

5.2. Obligation to Provide Utilities and Services. Each Owner shall make all arrangements for and pay the cost of all utilities and services (including without limitation their connection charges and taxes thereon) furnished to the Building(s) on such Owner's Parcel or used by such Owner, including without limitation electricity, water, heating, ventilating, air-conditioning, sewer, gas, telephone, communication services, janitorial, cleaning, and window washing. Each Owner's obligation under the preceding sentence includes the obligation to maintain separate meters for all utilities supplied to the Building(s) on such Owner's Parcel as well as all connection fees and the like. If any governmental authority having jurisdiction over the Project imposes mandatory controls, or suggests voluntary guidelines applicable to the Project, relating to the use or conservation of water, gas, electricity, power, or the reduction of automobile emissions, the Manager, at its sole discretion, may comply with such mandatory controls or voluntary guidelines and, accordingly, require each Owner to so comply, without any liability to the Manager. Nothing in this Article 5 shall be deemed to diminish or impair the terms and provisions of any lease that Declarant has executed with a tenant prior to the date of this Declaration. In the event of any conflict or inconsistency between this Article 5 and any such lease, then as between Declarant and any such tenant, the terms and provision of such lease shall govern and control over this Article 5.

ARTICLE 6. ENFORCEMENT AND DISPUTE RESOLUTION

- 6.1. <u>Enforcement Rights</u>. The Manager in its own name and on its own behalf, or on behalf of any Owner who consents, may commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this Declaration or any Rules, and to enforce by mandatory injunction, or otherwise, all of these provisions.
- 6.2. <u>Dispute Resolution</u>. The Declarant, and each Owner by acceptance of a Deed for such Owner's Parcel, agrees that arbitration will constitute the sole and exclusive and remedy for the settlement of any dispute or controversy concerning this Declaration or the rights of the Parties under this Declaration including, without limitation, whether such dispute or controversy is arbitrable. Any such arbitration proceeding will be accomplished in accordance with the following:
- 6.2.1. Upon the occurrence of a dispute or controversy, any Owner involved in such dispute or controversy (or the Manager) may commence an arbitration under this article by delivering a demand for arbitration to each of the other Owners and the Manager, as well as to the American Arbitration Association office that is then nearest to the City of Taylorsville.
- 6.2.2. Any arbitration proceeding relative to this Declaration will be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time demand for arbitration is made. To the extent that there is any conflict between the rules of the American Arbitration Association and this arbitration clause, this arbitration clause will govern and determine the rights of the parties.
- 6.2.3. The arbitration will take place in the American Arbitration Association office that is then nearest to the City of Taylorsville, before a single arbitrator.
- 6.2.4. The arbitrator is hereby vested with the broadest powers and authority permitted under Utah law including the right to injunctive and other equitable relief and the right to determine whether a matter is appropriate for arbitration pursuant to this Article 6. The arbitrator may

additionally make any order concerning severance or bifurcation of issues and/or claims to be presented at the arbitration and may additionally make an interim order, decision, determination, or award which such arbitrator deems necessary to preserve the status quo until a final order, decision, determination, or award is made.

- 6.2.5. The decision of the arbitrator, including the determination of the amount of any damages suffered, will be exclusive, final, and binding on all parties, their heirs, executors, administrators, successors, and assigns, as applicable.
- 6.2.6. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, as well as reasonable attorneys' fees, will be awarded to the Party determined by the arbitrator to be the Prevailing Party (which for purposes of this Declaration will mean the Party who most closely obtained the result sought).

ARTICLE 7. AMENDMENTS

This Declaration may only be amended by unanimous vote of the Owners. Any such amendment must be set forth in a written instrument, executed by all of the Owners, and such amendment must be recorded in the Official Records of Salt Lake County, Utah.

ARTICLE 8. TERM

The Term during which this Declaration will be effective (the "Term") will commence on the date this Declaration is recorded in the Official Records of Salt Lake County, Utah, and will terminate on that date which is 75 years thereafter; except that this Declaration will be automatically extended for successive periods of ten years each until the Owners, by majority vote (based upon one vote for each square foot of land within the Project owned by such Owner), cause this Declaration to terminate. Any such termination must be evidenced by a "Notice of Termination of Declaration" executed by the required number of Owners and recorded in the same manner as this Declaration was recorded. Until such Notice of Termination of Declaration is recorded, as provided in the preceding sentence, this Declaration will conclusively be deemed to be in full force and effect.

ARTICLE 9. RELEASE OF MANAGER

Each Owner, by acceptance of a Deed for such Owner's Parcel, agrees to release and hold Manager (and its Related Parties) harmless from and against any and all actions, claims, demands, expenses, and liabilities arising out of or relating to Manager's activities as Manager under this Declaration including, without limitation, any such matter arising out of the performance by the Manager of any of its duties under this Declaration or any omission or failure by the Manager to act; provided, however, in no event shall the foregoing release and hold harmless extend to any such action, claim, demand, expense, or liability arising solely out of the gross negligence or intentional misconduct of the Manager.

ARTICLE 6. GENERAL PROVISIONS

6.1. <u>Headings</u>. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any portion of this Declaration.

- 6.2. <u>Severability</u>. Each of the provisions of this Declaration is independent and severable of every other provision of this Declaration, and the invalidity or partial invalidity or unenforceability of any provision or provisions of this Declaration will not invalidate any other provisions.
- 6.3. <u>Cumulative Remedies</u>. Each remedy provided for in this Declaration will be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration will not, under any circumstances, be construed as a waiver.
- 6.4. <u>Violations as Nuisance</u>. Every act or omission in violation of the provisions of this Declaration will constitute a nuisance and, in addition to all other remedies set forth in this Declaration, may be abated or enjoined by any Owner.
- 6.5. No Racial Restriction. No Owner may execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing, or occupancy of any Parcel on the basis of race, religion, sex, color, national origin or creed.
- 6.6. <u>Number; Gender</u>. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine, and neuter shall each include the masculine, feminine, or neuter, as the context requires.
- 6.7. Exhibits. All exhibits referred to in, or attached to, this Declaration are incorporated into this Declaration by this reference.
- 6.8. <u>Easements Reserved and Granted</u>. Any easements referred to in this Declaration will be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in the first deed to any Parcel by Declarant.
- 6.9. <u>Time is of the Essence</u>. Time is of the essence with respect to each provision of this Declaration.
- 6.10. <u>Binding Effect</u>. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the Owners.

TPP 217 Taylorsville, LLC, a Delaware limited liability company

By:

John M. Mearns, Vice President

I, Julib E. Champio , a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John M. Mearns, personally known to me to be the Vice President of TPP 217 Taylorsville, LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/ signed and delivered the said instrument as the Vice President of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2nd day of February, 2016.

JUDITH E. CHAMPION

NOTARY PUBLIC-STATE OF TEXAS

COMM. EXP. 09-26-2017

NOTARY ID 624516-4

Notary Public – State of Texas

EXHIBIT A

Legal Description



Bush and Gudgell, Inc. Engineers • Planners • Surveyors Salt Lake City - St. George www.bushandgudgell.com

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1 (21-15-126-048):

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING S 89°53'41" W 972.30 FEET AND S 0°02'55" E 49.34 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°02'55" E 194.37 FEET; THENCE S 89°53'41" W 20.57 FEET; THENCE S 0°02'55" E 60.80 FEET; THENCE S 89°53'41" W 126.73 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 1900 WEST STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; (1) N 0°00'39" W 126.52 FEET; (2) N 4°04'27" E 70.18 FEET; (3) N 0°00'39" W 55.95 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY OF 5400 SOUTH STREET, SAID POINT ALSO BEING ON THE ARC OF A 11512.16 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT WHICH RADIUS BEARS N 0°50'29" W; THENCE ALONG THE ARC OF SAID CURVE AND RIGHT-OF-WAY 142.16 FEET THROUGH A CENTRAL ANGLE OF 0°42'27" TO THE POINT OF BEGINNING.

PARCEL 2 (21-15-126-049):

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING S 89°53'41" W 972.30 FEET AND S 0°02'55" E 49.34 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, POINT ALSO BEING ON THE ARC OF A 11512.16 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT WHICH RADIUS BEARS N 1°32'56" W; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; (1) ALONG THE ARC OF SAID CURVE 111.78 FEET THROUGH A CENTRAL ANGLE OF 0°33'23"; (2) N 87°53'41" E 173.03 FEET TO A POINT ON A 11406.16 FOOT RADIUS CURVE TO THE RIGHT; (3) ALONG THE ARC OF SAID CURVE 27.65 FEET THROUGH A CENTRAL ANGLE OF 0°08'20" TO A POINT ON THE WEST BOUNDARY LINE OF THE HARMONS TAYLORSVILLE SUBDIVISION; THENCE ALONG SAID SUBDIVISION S 0°02'55" E 176.26 FEET; THENCE S 89°53'41" W 119.02 FEET; THENCE S 33°44'03" W 36.32 FEET; THENCE S 89°53'41" W 47.76 FEET; THENCE S 0°02'55" E 59.07 FEET; THENCE S 89°53'41" W 145.89 FEET; THENCE N 0°02'55" W 60.80 FEET; THENCE N 89°53'41" E 20.57 FEET; THENCE N 0°02'55" W 194.37 FEET TO THE POINT OF BEGINNING.

PARCEL 3 (21-15-126-050):

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THE HARMONS TAYLORSVILLE SUBDIVISION, SAID POINT BEING S 0°02'55" E 382.18 FEET AND S 89°53'41" W 660.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 89°53'41" W 186.97 FEET; THENCE N 0°02'55" W 136.74 FEET; THENCE N 89°53'41" E 47.76 FEET; THENCE N 33°44'03" E 36.32 FEET; THENCE N 89°53'41" E 119.02 FEET TO THE WEST LINE OF SAID SUBDIVISION; THENCE S 0°02'55" E ALONG SAID SUBDIVISION 166.90 FEET TO THE POINT OF BEGINNING.



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PARCEL 4 (21-15-126-056):

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THE HARMONS TAYLORSVILLE SUBDIVISION, SAID POINT BEING S 0°02'55" E 382.18 FEET AND S 89°53'41" W 660.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°02'55" E ALONG SAID SUBDIVISION 186.69 FEET; THENCE S 89°53'41" W 184.04 FEET; THENCE S 0°02'55" E 26.74 FEET; THENCE S 89°53'41" W 275.75 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 1900 WEST STREET; THENCE N 0°00'39" W ALONG SAID RIGHT-OF-WAY 291.10 FEET; THENCE N 89°53'41" E 272.62 FEET; THENCE S 0°02'55" E 77.67 FEET; THENCE N 89°53'41" E 186.97 FEET TO THE POINT OF BEGINNING.

PARCEL 5 (21-15-126-057):

BEGINNING AT A POINT ON THE WEST BOUNDARY OF THE HARMONS TAYLORSVILLE SUBDIVISION, SAID POINT BEING S 0°02'55" E 568.87 FEET AND S 89°53'41" W 660.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES; (1) THENCE S 0°02'55" E 90.47 FEET; (2) N 89°57'05" E 290.34 FEET; THENCE S 0°02'55" E 118.24 FEET; THENCE S 19°43'06" E 88.12 FEET; THENCE S 0°02'55" E 130.04 FEET; THENCE S 89°53'41" W 499.83 FEET; THENCE N 0°02'55" W 34.77 FEET; THENCE S 89°53'41" W ALONG THE NORTH FACE OF THE NORTH WALL OF THE EXISTING F.Y.E. BUILDING 334.30 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 1900 WEST STREET, SAID POINT ALSO BEING ON THE ARC OF A 500.00 FOOT NON-TANGENT CURVE TO THE RIGHT WHICH RADIUS BEARS S 85°05'12 E; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; (1) ALONG THE ARC OF SAID CURVE 119.74 FEET THROUGH A CENTRAL ANGEL OF 13°43'16" TO A POINT ON A 566.00 FOOT REVERSE CURVE; (2) ALONG THE ARC OF SAID CURVE 184.19 FEET THROUGH A CENTRAL ANGLE OF 18°38'44"; (3) N 0°00'39" W 62.74 FEET; THENCE N 89°53'41" E 275.75 FEET; THENCE N 0°02'55" W 26.74 FEET; THENCE N 89°53'41" E 184.04 FEET TO THE POINT OF BEGINNING.

PARCEL 6 (21-15-126-058):

BEGINNING AT A POINT S 0°02'55" E 990.92 FEET AND S 89°53'41" W 340.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°02'55" E 122.20 FEET; THENCE S 89°53'41" W 347.94 FEET; THENCE S 0°02'55" E 61.24 FEET; THENCE S 89°53'41" W 151.59 FEET; THENCE S 0°02'55" E 40.83 FEET; THENCE S 89°53'41" W ALONG THE SOUTH FACE OF THE SOUTH WALL OF THE EXISTING F.Y.E. BUILDING 336.47 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF 1900 WEST STREET; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES; (1) N 0°02'55" W 215.79 FEET TO A POINT ON THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT; (2) ALONG THE ARC OF SAID CURVE 43.30 FEET THROUGH A CENTRAL ANGEL OF 4°57'43"; THENCE N 89°53'41" E 334.30 FEET; THENCE S 0°02'55" E 34.77 FEET; THENCE N 89°53'41" E 499.83 FEET TO THE POINT OF BEGINNING.



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PARCEL 7 (21-15-126-071):

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF 5600 SOUTH STREET, SAID POINT BEING S 0°02'55" E 1327.25 FEET AND S 89°55'04" W 687.94 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 89°55'04" W ALONG SAID RIGHT-OF-WAY 488.06 TO A POINT ON THE EAST RIGHT-OF-WAY OF 1900 WEST STREET; THENCE N 0°02'55" W ALONG SAID RIGHT-OF-WAY 111.59; THENCE N 89°53'41" E ALONG THE SOUTH FACE OF THE SOUTH WALL OF THE EXISTING F.Y.E. BUILDING 336.47 FEET; THENCE N 0°02'55" W 40.83 FEET; THENCE N 89°53'41" E 151.59 FEET; THENCE S 0°02'55" E 152.62 FEET TO THE POINT OF BEGINNING.

PARCEL 8 (21-15-126-062):

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY OF 5600 SOUTH STREET, SAID POINT BEING S 0°02'55" E 1327.25 FEET AND S 89°55'04" W 687.94 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 0°02'55" W 213.86 FEET; THENCE N 89°53'41" E 347.94 FEET; THENCE S 0°02'55" E 214.00 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE S 89°55'04" W ALONG SAID RIGHT-OF-WAY 347.94 FEET TO THE POINT OF BEGINNING.

PARCEL 9 (21-15-126-063):

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF REDWOOD ROAD, SAID POINT BEING S 0°02'55" E 990.92 FEET AND S 89°53'41" W 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 0°02'55" E ALONG SAID RIGHT-OF-WAY 336.31 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF 5600 SOUTH STREET; THENCE S 89°55'04" W 287.00 FEET; THENCE N 0°02'55" W 336.19 FEET; THENCE N 89°53'41" E 287.00 FEET TO THE POINT OF BEGINNING.

PARCEL 10 (21-15-126-072):

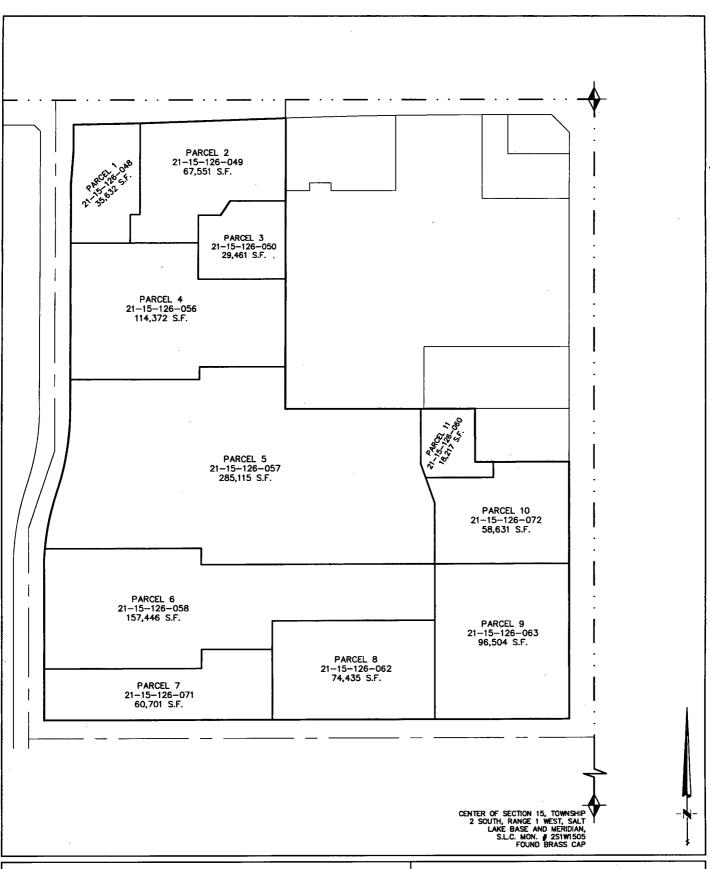
BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY OF REDWOOD ROAD, SAID POINT BEING S 0°02'55" E 990.92 FEET AND S 89°53'41" W 53.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S 89°53'41" W 287.00 FEET; THENCE N 0°02'55" W 130.04 FEET; THENCE N 19°43'06" W 57.20 FEET; THENCE N 89°53'41" E 144.90 FEET; THENCE N 0°02'55" W 33.01 FEET TO A POINT ON THE SOUTH BOUNDARY OF A PARCEL OF LAND WITH THE TAX I.D. 21-15-126-020; THENCE ALONG SAID PARCEL N 89°53'41" E 161.36 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE S 0°02'55" E ALONG SAID RIGHT-OF-WAY 216.93 FEET TO THE POINT OF BEGINNING.

PARCEL 11 (21-15-126-060):

BEGINNING AT A POINT ON THE WEST BOUNDARY OF A PARCEL OF LAND WITH THE TAX I.D. 21-15-126-023, SAID POINT BEING S 0°02'55" E 659.99 FEET AND S 89°53'41" W 253.50 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES; (1) THENCE S 0°02'55" E 114.24 FEET; (2) N 89°53'41" E 39.14 FEET; THENCE S 0°02'55" E 33.01 FEET; THENCE S 89°53'41" W 144.90 FEET; THENCE N 19°43'06" W 30.92 FEET; THENCE N 0°02'55" W 118.24 FEET TO A POINT ON THE SOUTH BOUNDARY OF A PARCEL OF LAND WITH THE TAX I.D. 21-15-126-020; THENCE ALONG SAID PARCEL N 89°57'05" E 116.16 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

Depiction of the Property



APPROVED CONFIGURATION



BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

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