

WHEN RECORDED, RETURN TO:

Utah Industrial Depot
c/o Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, Utah 84111
Attn: Steven L. Whitehead

APN:

COURTESY RECORDING
This Document is being recorded solely as a
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named herein. METRO NATIONAL TITLE hereby
expressly disclaims any responsibility or liability for
the accuracy of the content thereof.

RAIL EASEMENT AGREEMENT

THIS RAIL EASEMENT AGREEMENT ("**Agreement**") is dated as of the 28th day of October, 2009, by and between DEPOT ASSOCIATES, L.L.C., a Delaware limited liability company ("**Depot**"), and UTAH INDUSTRIAL DEPOT OWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("**Association**").

RECITALS:

A. Depot is the owner of or has an easement right in certain tracts of land located in Tooele County, State of Utah, that have been improved by railroad lines, tracks, switches, crossing arms, etc. (collectively, the "**Rail Lines**"). The area improved by such Rail Lines is more particularly described on Exhibit A, attached hereto and incorporated herein, and depicted on the site plan attached hereto and incorporated herein as Exhibit B (collectively, the "**Rail Corridors**").

B. Pursuant to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot dated as of October 8, 1999, as recorded on October 19, 1999 in the official records of Tooele County as Entry number 138824 in Book 0593 at page 0776 (the "**Declaration**"), the Association is to be responsible for the operation, maintenance, and repair of certain common areas and facilities.

C. The Association believes that the Rail Lines and corresponding Rail Corridors should be part of the common areas and facilities and should be operated and maintained by the Association pursuant to the terms and conditions of the Declaration and desires that Depot convey to the Association a non-exclusive easement on, over, across, and through the Rail Corridors for use, operation, management, maintenance, and repair of the Rail Lines, and Depot is willing to grant such easement pursuant to the terms and conditions set forth herein.

THEREFORE, in consideration of the above recitals, which are incorporated herein, covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, Depot and the Association make the following grants, agreements, covenants and restrictions:

1. **Grant of Easement and Rail Lines.** Depot hereby grants and conveys to the Association a perpetual, nonexclusive easement in gross on, over, across, and through the Rail Corridors for the design, installation, construction, use, repair, maintenance, replacement, and operation of the Rail Lines. Depot also hereby grants and conveys to the Association any and all rights, title, and interest in and to the Rail Lines owned by Depot without representation or warranty of any kind.

2. **Reservation of Easement.** Depot hereby grants and reserves unto itself, and its successors and assigns, a nonexclusive easement in gross on, over, across, under, and through the Rail Corridors for the installation, repair, maintenance, replacement, and operation of the Rail Lines and for utilities. This reservation of easement shall be separate and apart from Depot's ownership of any parcel and shall not merge with the fee ownership of any parcel.

3. **Title Representations.** The grant of the easement described above is without warranty of title and subject to: (i) any state of facts which an accurate survey or physical inspection of the Rail Corridors might show; (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Depot represents and the Association acknowledges and agrees that the United States of America – Department of Army (“Army”) owns and operates the rail classification yard and that the use of the Rail Lines must be coordinated with and through the Army by separate agreement. The Army may impose restrictions on the use of the Rail Lines. The Army may also require the Association and users of the Rail Lines and of the Army's services to enter into agreements and/or pay a service fee to the Army for the Army's rail services. From time to time, the Army may have the need and/or right to use portions of the Rail Lines and the Rail Corridors to facilitate the Army's purposes. The Army's right to the use of the Rail Corridors and Rail Lines will supersede any other rights or uses.

4. **Condition of Rail Lines and Rail Corridorss.** THE ASSOCIATION ACCEPTS THE RAIL LINES AND RAIL CORRIDORSSS AND ALL ASPECTS THEREOF IN “AS IS”, “WHERE IS” CONDITION, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, “WITH ALL FAULTS”, INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS. THE ASSOCIATION WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE CONDITION AND USE OF THE RAIL LINES AND RAIL CORRIDORSSS, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. As such, the Association acknowledges and agrees that Depot shall have no responsibility, duty, obligation, or liability to construct, maintain, or install the Rail Lines and releases Depot from any such obligations.

5. **Use of Rail Lines.**

5.1 **No Obstructions.** Except to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or to prevent a public dedication or the

accrual of any rights to the public, no fence, gate, wall, barrier, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the easements granted herein or the Rail Lines shall be constructed or erected on any portion of the Rail Corridors, nor shall the Association obstruct or interfere with the use of the Rail Lines.

5.2 **Compliance with Laws.** The Association shall comply with all Legal Requirements pertaining to the Rail Corridors and the Rail Lines. “**Legal Requirements**” means all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, and any and all building, zoning and land use laws and any laws related to the control and regulation of hazardous substances.

5.3 **No Public Rights.** Nothing contained in this Agreement will be deemed a gift of a dedication of any portion of the Rail Corridors to the general public, it being the intent of the parties that this Agreement be strictly limited for the purposes expressed herein. As such, this Agreement does not convey, gift, grant or transfer any rights, title or interest in the Rail Corridors or the Rail Lines to the public for any public benefit, purpose, enjoyment or use.

6. **Maintenance of Rail Lines.** The Rail Corridors and the Rail Lines shall be deemed part of the common areas and facilities as such term is defined by the Declaration. The Association shall cause the Rail Lines to be installed, constructed, maintained, repaired, replaced, managed, and administered pursuant to the terms and conditions of the Declaration. In addition, the Association shall have the right to adopt rules and regulations to govern the use of the Rail Lines pursuant to the terms and conditions of the Declaration.

7. **Liens.** The Association shall keep the Rail Corridors from any liens arising out of any work performed, materials furnished, or obligations incurred by or for the Association. The Association hereby indemnifies, holds harmless and agrees to defend Depot, and the owner upon which the Rail Corridors may be located if different from Depot, for, from and against any and all liability, loss, damage, costs, attorneys’ fees and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to or for the Association or persons claiming under the Association.

8. **Indemnity.** The Association hereby agrees to indemnify, defend and save and hold harmless Depot and any entity controlling, controlled by or under common control with Depot (an “**Affiliate**”) for, from and against any and all claims, suits, judgments, demands, liabilities, losses, damages, costs and other expenses (including reasonable attorneys’ and paralegal fees, investigative and discovery costs, witness fees and any and all legal related costs) arising from, related to or on account of: (i) the negligent acts or omissions of the Association and its agents, employees, contractors, and servants; or (ii) the use of the Rail Corridors and Rail Lines by the Association and its agents, employees, contractors, servants, and members.

9. **Insurance.** The Association shall maintain the insurance required to be maintained by the Association pursuant to the Declaration.

10. **Miscellaneous.**

11.1 **Attorneys' Fees.** In the event any action is instituted by a party to enforce any of the provisions contained herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs and expenses.

11.2 **Applicable Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Utah without regard to conflict of law principles. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah.

11.3 **Modification of Amendments.** No amendment or modification of this Agreement shall be valid unless in writing and signed by all of the parties hereto, or their respective successors in interest.

11.4 **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties and any and all prior agreements, understandings or representations are hereby terminated and cancelled in their entirety and are of no force and effect.

11.5 **Captions.** The captions appearing in this Agreement are for convenience in reference only. Should there be any conflict between any caption and the section with which it appears, the section and not the caption shall control.

11.6 **No Presumption.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party. Each party represents and warrants to the other party that they have been represented by, and have had the opportunity to consult with, legal counsel in connection with the review, negotiation and execution of this Agreement, and that this Agreement represents an arm's length transaction between two sophisticated parties.

11.7 **Waiver.** The waiver by any party to this Agreement of a breach of any provision of this Agreement shall not be deemed a continuing waiver or waiver of any subsequent breach.

11.8 **Relationship.** The parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction. No party hereto has the authority to make any representation or warranty or incur any obligation or liability on behalf of any other party hereto, nor shall they make any representation to any third party inconsistent with this provision. Each party to this Agreement is a separate and independent entity. No party will have the right to act as agent for another party.

11.9 **No Third Party Beneficiaries.** There is no intent by any party to create or establish third party beneficiary status or rights in any third party, and no such third party shall

have any right to enforce any right or enjoy any benefit created or established under this Agreement. Any rights to use the Rail Corridors and the Rail Lines by the members and other third parties shall be set forth in the Declaration.

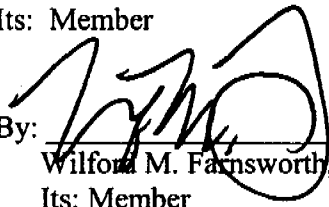
11.10 Successors and Assigns. The terms and conditions of this Agreement are binding upon and shall inure to the benefit of the parties' successors and assigns.

DATED as of the day and year first above written.

Depot: DEPOT ASSOCIATES, L.L.C.,
a Delaware limited liability company

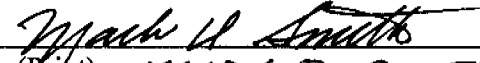
By: IBC Holdings, LLC
An Arizona limited liability company
Its: Administrative Member

By: MainSpring Capital IV, LLC
An Arizona limited liability company
Its: Member

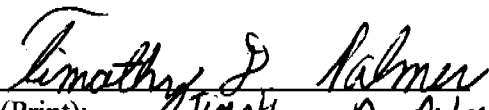
By: 

Wilford M. Farnsworth, III
Its: Member

Association: UTAH INDUSTRIAL DEPOT OWNERS
ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Name (Print): MARK D. SMITH
Its: Trustee

By: 
Name (Print): JESSE SABLAN
Its: Trustee

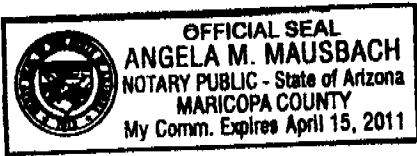
By: 
Name (Print): TIMOTHY D. PALMER
Its: Trustee

STATE OF Arizona)
 : ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me on the 28 day of October, 2009, by Wilford M. Farnsworth, III, the Member of MainSpring Capital IV, LLC, an Arizona limited liability company, Member of IBC Holdings, LLC, an Arizona limited liability company, Administrative Member of Depot Associates, L.L.C.

My Commission Expires:

Angela M. Mausbach
Notary Public
Residing at

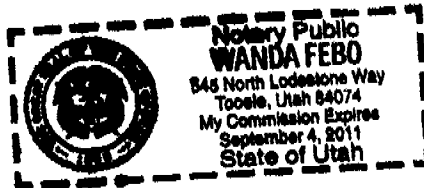


STATE OF Utah)
 : ss
COUNTY OF Tooele)

On November 9, 2009 before me, Mark D. Smith, personally appeared Mr. Smith is personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.

WHEREAS my hand and official seal.

Wanda Febo
(Signature of Notary Public)

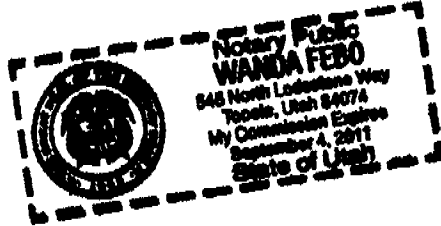


STATE OF Utah)
 : SS
COUNTY OF Tooele)

On November 9, 2009 before me, Jesse Sablan,
personally appeared, Mr. Sablan is personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s), acted, executed the instrument.

WHEREAS my hand and official seal.

Wanda Felio
(Signature of Notary Public)



STATE OF Utah)
 : SS
COUNTY OF Tooele)

On November 9, 2009 before me, Timothy Palmer,
personally appeared, Mr. Palmer is personally known to me (or proved to me on
the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s), acted, executed the instrument.

WHEREAS my hand and official seal.

Wanda Felio
(Signature of Notary Public)

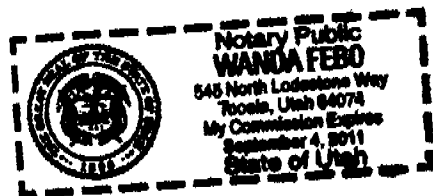


EXHIBIT "A"

(Legal Description of Rail Corridors)

Mountain States Asphalt Rail Spur

A RAIL SWITCH EASEMENT LYING WITHIN THE U.S. ARMY RAILROAD CLASSIFICATION YARD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RAIL SWITCH EASEMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SITUATE IN THE CITY OF TOOELE, COUNTY OF TOOELE, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AS REPRESENTED BY A TOOELE COUNTY SURVEYOR'S BRASS CAP CONSISTENT WITH THE TOOELE COUNTY SURVEYOR'S 1982 DEPENDENT RESURVEY AMENDED IN 2000; AND RUNNING THENCE NORTH 00°05'35" WEST 2,068.32 FEET ALONG THE EAST LINE OF SAID SECTION; THENCE SOUTH 89°54'25" WEST 1,534.08 FEET TO A POINT ON THE EASTERLY LINE OF THE ARMY DEPOT BOUNDARY, THE POINT OF BEGINNING; THENCE SOUTH 29°33'27" WEST 213.13 FEET; THENCE NORTH 60°26'33" WEST 29.66 FEET; THENCE NORTH 29°32'27" EAST 35.70 FEET; THENCE NORTH 35°52'35" EAST 78.81 FEET TO A POINT ON A 515.00-FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 101.47 FEET (CHORD BEARS NORTH 41°31'15" EAST 101.31 FEET) TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE BEARING OF NORTH 00°05'35" WEST BETWEEN MONUMENTS FOUND AT THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SAID SECTION 30.

CONTAINS 4,252 SQUARE FEET OR 0.097 ACRES.

Carlisle Rail Spur Line:

THAT EASEMENT RECORDED AS ENTRY NO. 243239, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Legal Description of Property

Commencing at a Schuchert monument marking the Southwest Corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian and running thence North 89°42'54" East, a distance of 2641.44 feet, to a Tooele County Monument marking the South Quarter Corner of said section; thence South 00°05'59" East, along the North—South Center Quarter Line of Section 31, a distance of 645.79 feet; thence North 89°54'01" East, a distance of 479.11 feet, to the point of beginning for this description; thence North 28°54'28" East, a distance of 231.91 feet; thence along the arc of a curve to the left, with a radius of 550.00 feet, through a central angle of 28°59'41", a distance of 278.33 feet; thence North 00°05'18" West, a distance of 1,376.17 feet; thence along the arc of a non-tangent curve to the right, the center of which bears North 89°55'39" East, with a radius of 600.00 feet, through a central angle of 5°17'36", a distance of 55.43 feet; thence North 29°33'37" East, a distance of 186.87 feet; thence South 23°12'53" West, a distance of 0.38 feet; thence along the arc of a curve to the left, with a radius of 550.00 feet, through a central angle of 23°17'13", a distance of 223.54 feet; thence South 00°05'18" East, a distance of 1,977.27 feet; thence North 60°26'33" West, a distance of 266.21 feet to the point of beginning.

The bearing South 89°42'54" West along the South Section Line of the Southwest Quarter of Section 30, Township 3 South, Range 4 West, Salt Lake Base and Meridian, from a found Tooele County Monument marking the South Quarter Corner of said Section 30, and a found Schuchert brass cap marking the Southwest Corner of said Section 30, was used as the Basis of Bearings for this description.

Containing 3.329 acres, more or less.

ALSO: A RAIL SWITCH EASEMENT LYING WITHIN THE U.S. ARMY RAILROAD CLASSIFICATION YARD, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RAIL SWITCH EASEMENT

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, SITUATE IN THE CITY OF TOOELE, COUNTY OF TOOELE, STATE OF UTAH, MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN AS REPRESENTED BY A TOOELE COUNTY SURVEYOR'S BRASS CAP CONSISTENT WITH THE TOOELE COUNTY SURVEYOR'S 1982 DEPENDENT RESURVEY AMENDED IN 2000, AND RUNNING THENCE NORTH 00°05'35" WEST 1332.52 FEET ALONG THE EAST LINE OF SAID SECTION 30; THENCE SOUTH 89°54'25" WEST 1952.96 FEET TO A POINT ON THE EASTERLY LINE OF THE EXISTING ARMY DEPOT BOUNDARY AND THE POINT OF BEGINNING; THENCE ALONG SAID EASTERLY BOUNDARY NORTH 29°33'27" EAST 228.69 FEET, THENCE NORTH 60°26'33" WEST 29.44 FEET TO A POINT 15.00 FEET PERPENDICULARLY OFFSET TO THE NORTHWEST FROM THE CENTERLINE OF AN EXISTING RAILROAD SPUR; THENCE PARALLEL TO AND OFFSET 15.00 FEET FROM SAID EXISTING SPUR THE FOLLOWING THREE (3) COURSES:

- 1) SOUTH 29°34'28" WEST 36.00 FEET
- 2) SOUTH 23°12'53" WEST 98.02 FEET TO A POINT ON A 590.00 FOOT RADIUS CURVE TO THE LEFT;
- 3) THENCE SOUTHERLY ALONG SAID CURVE 97.18 FEET (CHORD BEARS SOUTH 18°29'46" WEST 97.07 FEET) TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE BEARING OF NORTH 00°05'35" WEST BETWEEN MONUMENTS FOUND AT THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SAID SECTION 30.

CONTAINS 4,418 SQUARE FEET OR 0.101 ACRES.

ALSO:

THOSE RAIL EASEMENTS SHOWN ON THE "UTAH INDUSTRIAL DEPOT SUBDIVISION NO. 13" PLAT, RECORDED AS ENTRY NO. 316649 ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE.

Tasz Rail Spur

THAT EASEMENT RECORDED AS ENTRY NO. 140920, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 20.00-foot wide Railroad Easement, lying 10.00 feet on each side of the following described centerline:

Beginning at a point which lies South 00°05'16" East 3148.40 feet along the East section line of Section 30, and West 1631.98 feet from the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base & Meridian, said point being the point of beginning for Block 4, Utah Industrial Depot; and traversing thence North 60°30'27" West 252.70 feet to the True Point of Beginning; and traversing along the centerline of said railroad easement and railroad tracks the following seven (7) courses:

North 29°25'09" East 628.52 feet; thence
North 29°31'16" East 145.82 feet; thence
North 30°34'12" East 47.05 feet to the point of curvature of a 575.00-foot radius curve to the right; thence Northeasterly 385.37 feet along the arc of said curve through a central angle of 38°24'00"; thence
North 68°58'13" East 64.48 feet; thence
North 66°58'11" East 112.75 feet to the point of curvature of a 75.00-foot radius curve to the left; thence Northeasterly 5.71 feet along the arc of said curve through a central angle of 04°21'42" to the end of said centerline, said point lying South 26°16'26" West 2225.08 feet from the Northeast corner of said Section 30.

The basis of bearing for lines shown on this map is North 00°05'16" West between the Northeast corner of Section 30 and the Southeast corner of Section 30.

A Rail Spur Line (Cyrus Property):

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTIONS 19 & 30 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF CYRUS LAND INVESTMENTS PROPERTY, RECORDED AS ENTRY NO.: 136242, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 50°55'28" WEST, A DISTANCE OF 2608.04 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE NORTH 60°21'48" WEST, A DISTANCE OF 41.23 FEET; THENCE NORTH 29°30'51" EAST, A DISTANCE OF 1908.37 FEET, TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 79°56'42", A DISTANCE OF 69.77 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 10°27'26" EAST, A DISTANCE OF 64.24 FEET; THENCE SOUTH 29°30'55" WEST, A DISTANCE OF 1859.22 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 78,222 SQUARE FEET, OR 1.79 ACRES

A & B RAIL SPUR LINE:

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTIONS 30, AND 31 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF "B" AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 305684, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 37°12'06" WEST, A DISTANCE OF 7,077.79 FEET , FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE NORTH 60°39'23" WEST, A DISTANCE OF 225.59 FEET ALONG AFORESAID SOUTHERLY LINE; THENCE NORTH 29°20'37" EAST, A DISTANCE OF 66.00 FEET TO THE NORTHERLY LINE OF SAID "B" AVENUE; THENCE SOUTH 60°39'23" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 179.02 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 50°44'20" WEST, A RADIAL DISTANCE OF 1,474.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 00°03'50", A DISTANCE OF 1.64 FEET; THENCE NORTH 29°30'51" EAST, A DISTANCE OF 498.77 FEET; THENCE SOUTH 60°27'30" EAST, A DISTANCE OF 26.76 FEET; THENCE NORTH 29°32'30" EAST, A DISTANCE OF 741.88 FEET; THENCE NORTH 60°26'18" WEST, A DISTANCE OF 28.50 FEET; THENCE NORTH 29°31'51" EAST, A DISTANCE OF 1299.42 FEET; THENCE NORTH 60°22'55" WEST, A DISTANCE OF 16.50 FEET; THENCE NORTH 29°37'05" EAST, A DISTANCE OF 56.00 FEET; THENCE SOUTH 60°22'55" EAST, A DISTANCE OF 17.41 FEET; THENCE NORTH 29°30'51" EAST, A DISTANCE OF 1,243.31 FEET; THENCE NORTH 60°23'28" WEST, A DISTANCE OF 17.78 FEET; THENCE NORTH 29°36'32" EAST, A DISTANCE OF 56.00 FEET; THENCE SOUTH 60°23'28" EAST, A DISTANCE OF 17.68 FEET; THENCE NORTH 29°30'51" EAST, A DISTANCE OF 623.34 FEET TO THE SOUTHERLY LINE OF THAT PROPERTY DEEDED TO CYRUS LAND INVESTMENTS LLC, RECORDED AS ENTRY NO.: 136242, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE; THENCE SOUTH 60°21'48" EAST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 41.23 FEET, THENCE SOUTH 29°30'55" WEST, FOR A DISTANCE OF 3079.37 FEET TO A POINT OF CURVATURE, THENCE SOUTHERLY ALONG THE ARC OF A 533.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 1°59'03", A DISTANCE OF 18.46 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 28°31'23" WEST, A DISTANCE OF 18.46 FEET, THENCE SOUTH 27°31'52" WEST, FOR A DISTANCE OF 154.41 FEET TO A POINT OF CURVATURE, THENCE SOUTHERLY ALONG THE ARC OF A 467.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 02°00'38", A DISTANCE OF 16.39, THE LONG CHORD OF WHICH BEARS SOUTH 28°32'11" WEST, A DISTANCE OF 16.39 FEET, THENCE SOUTH 29°32'30" WEST, A DISTANCE OF 1251.60 FEET; THENCE NORTH 60°39'23" WEST, A DISTANCE OF 0.23 FEET; THENCE SOUTH 29°20'37" WEST, A DISTANCE OF 66.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 192,223 SQUARE FEET OR 4.413 ACRES.

ALSO:

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTION 31 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF 'B' AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 305684, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 37°27'42" WEST, A DISTANCE OF 7,082.30 FEET , FROM THE NORTHEAST CORNER OF SECTION 30, AND RUNNING THENCE SOUTH 43°11'55" WEST, FOR A DISTANCE OF 83.82 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF THE INDUSTRIAL PARCEL, RECORDED AS ENTRY 125079, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE. RUNNING THENCE NORTH 60°46'16" WEST, FOR A DISTANCE OF 20.61 FEET ALONG SAID INDUSTRIAL PARCEL BOUNDARY LINE, THENCE NORTH 43°11'55" EAST, FOR A DISTANCE OF 83.86 FEET TO THE SAID SOUTHERLY RIGHT-OF-WAY LINE OF 'B' AVENUE, RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 60°39'23" EAST, FOR A DISTANCE OF 20.60 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,677 SQUARE FEET OR 0.0385 ACRE.

C RAIL SPUR LINE

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTIONS 30, AND 31 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID UTAH INDUSTRIAL DEPOT, RECORDED AT ENTRY NO.: 125079, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 40°35'22" WEST, A DISTANCE OF 7579.89 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30 AND RUNNING THENCE SOUTH 69°30'00" WEST, ALONG SAID SOUTHERLY LINE OF UTAH INDUSTRIAL DEPOT PROPERTY, A DISTANCE OF 25.69 FEET; THENCE SOUTH 73°48'04" WEST, A DISTANCE OF 25.60 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 760.00 FOOT NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS SOUTH 76°54'47" EAST, THROUGH A CENTRAL ANGLE OF 16°06'56", A DISTANCE OF 213.76 FEET, THE LONG CHORD TO SAID CURVE BEARS NORTH 21°08'40" EAST, A DISTANCE OF 213.06 FEET; THENCE NORTH 29°12'08" EAST, A DISTANCE OF 251.72 FEET, TO THE SOUTHERLY LINE OF "B" AVENUE A PUBLICLY DEDICATED ROAD RECORDED AS ENTRY NO.: 305684 ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE; THENCE NORTH 60°08'03" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 15.21 FEET; THENCE NORTH 29°51'57" EAST, A DISTANCE OF 66.00 FEET, TO THE NORTHERLY LINE OF SAID "B" AVENUE; THENCE SOUTH 60°08'03" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.68 FEET, TO A POINT 9.50 FEET, MORE OR LESS, FROM THE CENTERLINE OF AN EXISTING RAIL LINE; THENCE NORTH 29°30'44" EAST, A DISTANCE OF 1804.07 FEET; THENCE NORTH 19°38'04" EAST, A DISTANCE OF 172.77 FEET, TO THE EASTERLY LINE OF IRON STREET; THENCE NORTH 29°31'00" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 568.34 FEET, TO A POINT ON THE SOUTHERLY LINE OF "G" AVENUE A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO 308584, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE THENCE NORTH 60°22'55" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1.10 FEET; THENCE NORTH 29°37'05" EAST, A DISTANCE OF 56.00 FEET, TO THE NORTHERLY LINE OF SAID "G" AVENUE; THENCE SOUTH 60°22'55" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1.01 FEET; THENCE NORTH 29°31'07" EAST, ALONG THE EASTERLY LINE OF AFORESAID IRON STREET, A DISTANCE OF 1243.22 FEET, THENCE NORTH 60°23'28" WEST, A DISTANCE OF 1.13 FEET, THENCE NORTH 29°36'32" EAST 56.00 FEET, THENCE SOUTH 60°23'28" EAST 0.89 FEET, THENCE NORTH 29°37'55" EAST 623.61 FEET, TO THE SOUTHERLY LINE OF THE PROPERTY DEEDED TO CYRUS LAND INVESTMENTS, LLC, RECORDED AS ENTRY NO.: 136242 ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE; THENCE SOUTH 60°21'48" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 44.29 FEET; THENCE SOUTH 29°30'44" WEST, A DISTANCE OF 623.59 FEET, TO THE NORTHERLY LINE OF AFORESAID "I" AVENUE; THENCE SOUTH 60°23'28" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 18.38 FEET; THENCE SOUTH 29°36'32" WEST, A DISTANCE OF 56.00 FEET, TO THE SOUTHERLY LINE OF SAID "I" AVENUE; THENCE NORTH 60°23'28" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 15.45 FEET, THENCE SOUTH 29°38'50" WEST, A DISTANCE OF 619.51 FEET, THENCE NORTH 60°25'20" WEST, FOR A DISTANCE OF 1.37 FEET, THENCE SOUTH 29°30'44" WEST, A DISTANCE OF 623.71 FEET, TO THE NORTHERLY LINE OF AFORESAID "G" AVENUE; THENCE SOUTH 60°22'55" EAST, A DISTANCE OF 18.87 FEET; THENCE SOUTH 29°37'05" WEST, A DISTANCE OF 56.00 FEET, TO THE SOUTHERLY LINE OF "G" AVENUE; THENCE NORTH 60°22'55" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 18.76 FEET; THENCE SOUTH 29°30'44" WEST, A DISTANCE OF 546.29 FEET; THENCE SOUTH 23°34'14" WEST, A DISTANCE OF 103.52 FEET; THENCE NORTH 60°29'24" WEST, A DISTANCE OF 2.88 FEET; THENCE SOUTH 29°37'00" WEST, A DISTANCE OF 1244.31 FEET; THENCE SOUTH 60°27'03" EAST, A DISTANCE OF 14.43 FEET; THENCE SOUTH 29°30'44" WEST, A DISTANCE OF 649.18 FEET, TO THE NORTHERLY

LINE OF AFORESAID "B" AVENUE; THENCE NORTH 60°08'03" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 1.68 FEET; THENCE SOUTH 29°51'57" WEST, A DISTANCE OF 66.00 FEET, TO THE SOUTHERLY LINE OF "B" AVENUE; THENCE SOUTH 60°08'03" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 6.54 FEET; THENCE SOUTH 24°53'00" WEST, ALONG THE AFORESAID UTAH INDUSTRIAL DEPOT BOUNDARY, A DISTANCE OF 33.57 FEET; THENCE SOUTH 26°11'08" WEST, ALONG SAID INDUSTRIAL DEPOT BOUNDARY, A DISTANCE OF 391.44 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 200,811 SQUARE FEET OR 4.610 ACRES.

C Rail Spur Line (Cyrus Property):

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTIONS 19 & 30 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF CYRUS LAND INVESTMENTS PROPERTY, RECORDED AS ENTRY NO.: 136242, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 61°20'19" WEST, A DISTANCE OF 2856.25 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE NORTH 60°21'48" WEST, A DISTANCE OF 44.29 FEET; THENCE NORTH 29°37'55" EAST, A DISTANCE OF 1910.43 FEET, TO A POINT OF CURVATURE, THENCE SOUTHEASTERLY ALONG THE ARC OF A 670.08 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°27'15", A DISTANCE OF 40.40 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 56°43'32" EAST, A DISTANCE OF 40.39 FEET; THENCE SOUTH 29°30'44" WEST, A DISTANCE OF 1907.87 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 80,750 SQUARE FEET, OR 1.85 ACRES

D Rail Spur Line

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTIONS 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AND 30 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF "B" AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 305684, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 46°07'09" WEST, A DISTANCE OF 7315.80 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE NORTH 60°08'03" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 50.00 FEET ; THENCE NORTH 29°51'57" EAST, A DISTANCE OF 66.00 FEET, TO THE NORTHERLY LINE OF SAID "B" AVENUE; THENCE SOUTH 60°08'03" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.26 FEET ; THENCE NORTH 29°29'53" EAST, A DISTANCE OF 1160.30 FEET ; THENCE NORTH 25°43'32" EAST, A DISTANCE OF 182.38 FEET; THENCE NORTH 29°29'53" EAST, A DISTANCE OF 1197.69 FEET, TO THE SOUTHERLY LINE OF "G" AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO: 308584, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE; THENCE NORTH 60°22'55" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 16.28 FEET ; THENCE NORTH 29°37'05" EAST, A DISTANCE OF 56.00 FEET, TO THE NORTHERLY LINE OF SAID "G" AVENUE; THENCE SOUTH 60°22'55" EAST, ALONG SAID NORTHERLY LINE A DISTANCE OF 16.17 FEET; THENCE NORTH 29°29'53" EAST, A DISTANCE OF 1243.13 FEET, TO THE SOUTHERLY LINE OF "I" AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 308585, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE; THENCE NORTH 60°23'28" WEST, ALONG SAID SOUTHERLY LINE A DISTANCE OF 16.33 FEET; THENCE NORTH 29°36'32" EAST, A DISTANCE OF 56.00 FEET, TO THE NORTHERLY LINE OF SAID "I" AVENUE; THENCE SOUTH 60°23'28" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 16.22 FEET; THENCE NORTH 29°29'53" EAST, A DISTANCE OF 1301.39 FEET, TO THE NORTHERLY LINE OF "K" AVENUE, A PRIVATE STREET; THENCE SOUTH 60°26'46" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 44.00 FEET; THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 56.00 FEET TO THE SOUTHERLY LINE OF SAID "K" AVENUE; THENCE SOUTH 60°26'46" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 25.00 FEET; THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 650.71 FEET; THENCE NORTH 60°30'07" WEST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 594.69 FEET, TO THE NORTHERLY LINE OF AFORESAID "I" AVENUE; THENCE SOUTH 60°23'28" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 2.96 FEET; THENCE SOUTH 29°36'32" WEST, A DISTANCE OF 56.00 FEET, TO THE SOUTHERLY LINE OF SAID "I" AVENUE; THENCE SOUTH 60°26'25" EAST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 32.14 FEET ; THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 650.69 FEET; THENCE NORTH 60°30'22" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 592.45 FEET, TO THE NORTHERLY LINE OF AFORESAID "G" AVENUE; THENCE SOUTH 60°22'55" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 2.94 FEET; THENCE SOUTH 29°37'05" WEST, A DISTANCE OF 56.00 FEET, TO THE SOUTHERLY LINE OF SAID "G" AVENUE ; THENCE SOUTH 60°22'55" EAST, A DISTANCE OF 22.18 FEET; THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 652.39 FEET; THENCE SOUTH 39°07'21" WEST, A DISTANCE OF 71.78 FEET, THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 283.80 FEET, THENCE SOUTH 60°31'46" EAST, A DISTANCE OF 4.07 FEET, THENCE SOUTH 29°28'26" WEST, FOR A DISTANCE OF 266.22 FEET; THENCE NORTH 60°31'46" WEST, A DISTANCE OF 29.18 FEET; THENCE SOUTH 29°29'53" WEST, A DISTANCE OF 648.89 FEET; THENCE NORTH 60°26'21" WEST, A DISTANCE OF 10.44 FEET; THENCE SOUTH 29°27'26" WEST, A DISTANCE OF 617.83 FEET; THENCE SOUTH 60°08'03" EAST, A DISTANCE OF 24.74 FEET; THENCE SOUTH 29°51'57" WEST, A DISTANCE OF 66.00 FEET, TO THE POINT OF BEGINNING.

CONTAINS 262,443 SQUARE FEET, OR 6.02 ACRES

D RAIL SPUR LINE; SUBDIVISION 9:

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTION 30 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 'B' AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 305684, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 46°22'36" WEST, A DISTANCE OF 7,256.65 FEET , FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE NORTH 60°08'03" WEST, FOR A DISTANCE OF 10.00 FEET, THENCE NORTH 29°27'26" EAST, FOR A DISTANCE OF 617.80 FEET, THENCE SOUTH 60°26'21" EAST, FOR A DISTANCE OF 10.44 FEET, THENCE SOUTH 29°29'53" WEST, FOR A DISTANCE OF 617.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6,314 SQUARE FEET OR 0.145 ACRE.

D & F Rail Spur Lines

A PARCEL OF LAND BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTIONS 31, TOWNSHIP 3 SOUTH, RANGE 4 WEST, AND 36 OF TOWNSHIP 3 SOUTH, RANGE 5 WEST SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY OF SAID UTAH INDUSTRIAL DEPOT, RECORDED AT ENTRY NO.: 125079, ON FILE WITH THE TOOELE COUNTY RECORDERS OFFICE, SAID POINT BEING SOUTH 41°42'32" WEST, A DISTANCE OF 7843.85 FEET, FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 3 SOUTH, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE; THENCE SOUTH 70°39'41" WEST, ALONG SAID INDUSTRIAL DEPOT BOUNDARY LINE, A DISTANCE OF 27.60 FEET; THENCE NORTH 36°12'11" WEST, A DISTANCE OF 265.94 FEET, TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°42'56", A DISTANCE OF 249.34 FEET, THE LONG CHORD OF WHICH BEARS NORTH 18°20'43" WEST, A DISTANCE OF 245.32 FEET, THENCE NORTH 0°29'15" WEST, A DISTANCE OF 57.52 FEET TO THE NORTHEASTERLY SIDE OF A PRIVATE ROAD; THENCE NORTH 86°06'50" EAST, ALONG SAID PRIVATE ROAD, A DISTANCE OF 73.57 FEET, TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 197.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°11'09", A DISTANCE OF 72.84 FEET, THE LONG CHORD OF WHICH BEARS NORTH 75°31'13" EAST, A DISTANCE OF 72.43 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 925.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°25'33", A DISTANCE OF 539.64 FEET; THE LONG CHORD OF WHICH BEARS SOUTH 12°44'15" EAST, A DISTANCE OF 532.02 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 51,444 SQUARE FEET, OR 1.18 ACRES

ALSO:

THOSE RAIL EASEMENTS SHOWN ON THE "UTAH INDUSTRIAL DEPOT MINOR SUBDIVISION NO. 6" PLAT, RECORDED AS ENTRY NO. 271864

E&F Rail Spur Lines

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTIONS 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, AND SECTION 30 OF TOWNSHIP 3 SOUTH, RANGE 4 WEST SALT LAKE BASE AND MERIDIAN, LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF "B" AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 305684, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE, SAID POINT BEING SOUTH 47°30'15" WEST, A DISTANCE OF 7369.90 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING; THENCE NORTH 60°08'03" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 96.66 FEET; THENCE NORTH 29°51'57" EAST, A DISTANCE OF 66.00 FEET, TO THE NORTHERLY LINE OF SAID "B" AVENUE; THENCE SOUTH 60°08'03" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 19.27 FEET; THENCE NORTH 00°35'09" WEST, A DISTANCE OF 90.78 FEET, TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°13'26", A DISTANCE OF 124.13 FEET, THE LONG CHORD OF WHICH BEARS NORTH 06°31'34" EAST, A DISTANCE OF 123.81 FEET; THENCE SOUTH 60°27'03" EAST, A DISTANCE OF 13.86 FEET; THENCE NORTH 20°02'29" EAST, A DISTANCE OF 114.33 FEET; THENCE NORTH 29°25'09" EAST, A DISTANCE OF 111.52 FEET; THENCE NORTH 60°40'55" WEST, A DISTANCE OF 13.95 FEET; THENCE NORTH 29°30'02" EAST, A DISTANCE OF 2122.43 FEET, TO THE SOUTHERLY LINE OF "G" AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 308584, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE; THENCE NORTH 60°22'55" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 16.94 FEET; THENCE NORTH 29°37'05" EAST, A DISTANCE OF 56.00 FEET, TO THE NORTHERLY LINE OF SAID "G" AVENUE; THENCE SOUTH 60°22'55" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 16.83 FEET; THENCE NORTH 29°30'02" EAST, A DISTANCE OF 1243.08 FEET, TO THE SOUTHERLY LINE OF "I" AVENUE, A PUBLICLY DEDICATED STREET, RECORDED AS ENTRY NO.: 308585, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE; THENCE NORTH 60°23'28" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 15.28 FEET; THENCE NORTH 29°36'32" EAST, A DISTANCE OF 56.00 FEET, TO THE NORTHERLY LINE OF SAID "I" AVENUE; THENCE SOUTH 60°23'28" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 15.17 FEET; THENCE NORTH 29°30'02" EAST, A DISTANCE OF 1301.07 FEET, TO THE NORTHERLY SIDE OF "K" AVENUE, A PRIVATE STREET; THENCE SOUTH 60°26'46" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 33.25 FEET; THENCE SOUTH 29°31'48" WEST, A DISTANCE OF 1301.11 FEET, TO THE NORTHERLY LINE OF AFORESAID "I" AVENUE ; THENCE SOUTH 60°23'28" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 8.40 FEET ; THENCE SOUTH 29°36'32" WEST, A DISTANCE OF 56.00 FEET, TO THE SOUTHERLY LINE OF SAID "I" AVENUE; THENCE NORTH 60°23'28" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 8.32 FEET; THENCE SOUTH 29°31'48" WEST, A DISTANCE OF 1243.08 FEET, TO THE NORTHERLY LINE OF AFORESAID "G" AVENUE; THENCE SOUTH 60°22'55" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 14.38 FEET; THENCE SOUTH 29°37'05" WEST, A DISTANCE OF 56.00 FEET, TO THE SOUTHERLY LINE OF SAID "G" AVENUE; THENCE NORTH 60°22'55" WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 14.18 FEET; THENCE SOUTH 29°30'02" WEST, A DISTANCE OF 2209.93 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 468.00 FOOT NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21°27'33", A DISTANCE OF 175.28 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 18°46'15" WEST, A DISTANCE OF 174.26 FEET; THENCE NORTH 29°34'08" EAST, A DISTANCE OF 725.00 FEET; THENCE SOUTH 60°32'02" EAST, A DISTANCE OF 14.00 FEET; THENCE SOUTH 29°34'08" WEST, A DISTANCE OF 687.74 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 400.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF

29°13'32", A DISTANCE OF 204.03 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 14°57'22" WEST, A DISTANCE OF 201.83 FEET ; THENCE SOUTH 60°08'03" EAST, A DISTANCE OF 61.08 FEET, TO THE NORTHERLY LINE OF AFORESAID "B" AVENUE; THENCE SOUTH 29°51'57" WEST, A DISTANCE OF 66.00 FEET, TO THE POINT OF BEGINNING

CONTAINS: 183,876 SQUARE FEET, OR 4.22 ACRES

E&F Rail Spur Line; Subdivision 12:

A STRIP OF LAND WITH VARYING WIDTH BEING A PORTION OF AN EXISTING RAILROAD SPUR, SITUATE IN SECTION 25, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN. LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH, SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 49°20'08" WEST, A DISTANCE OF 7175.74 FEET, FROM THE NORTHEAST CORNER OF SECTION 30, AND RUNNING; THENCE NORTH 60°27'03" WEST, A DISTANCE OF 13.86 FEET TO A POINT OF CURVATURE, THENCE NORTHEASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°12'27", A DISTANCE OF 141.44 FEET, THE LONG CHORD OF WHICH BEARS NORTH 21°44'27" EAST, A DISTANCE OF 140.97 FEET, THENCE NORTH 29°30'02" EAST, A DISTANCE OF 84.56 FEET; THENCE SOUTH 60°40'55" EAST, FOR A DISTANCE OF 13.95 FEET, THENCE SOUTH 29°25'09" WEST, FOR A DISTANCE OF 111.52 FEET, THENCE SOUTH 20°02'29" WEST, FOR A DISTANCE OF 114.33 FEET TO THE POINT OF BEGINNING

CONTAINS: 3,355 SQUARE FEET, OR 0.08 ACRE

Exhibit "B"

(Site Plans Depicting Rail Corridors)

UTAH INDUSTRIAL DEPOT (U.I.D.) RAILROAD EASEMENTS



Word Engineering Group
Professional Engineering Services
1000 East 200 North
Salt Lake City, UT 84103
Phone: 313.211.1111
Fax: 313.211.1112

DATE: 10/13/08
BY: [Signature]
SCALE: AS SHOWN
PROJECT: U.I.D. RAILROAD EASEMENTS

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	10/13/08
2	REVISED PER PERMITS	10/13/08
3	REVISED PER PERMITS	10/13/08
4	REVISED PER PERMITS	10/13/08
5	REVISED PER PERMITS	10/13/08
6	REVISED PER PERMITS	10/13/08
7	REVISED PER PERMITS	10/13/08
8	REVISED PER PERMITS	10/13/08
9	REVISED PER PERMITS	10/13/08
10	REVISED PER PERMITS	10/13/08
11	REVISED PER PERMITS	10/13/08
12	REVISED PER PERMITS	10/13/08
13	REVISED PER PERMITS	10/13/08
14	REVISED PER PERMITS	10/13/08
15	REVISED PER PERMITS	10/13/08
16	REVISED PER PERMITS	10/13/08
17	REVISED PER PERMITS	10/13/08
18	REVISED PER PERMITS	10/13/08
19	REVISED PER PERMITS	10/13/08
20	REVISED PER PERMITS	10/13/08
21	REVISED PER PERMITS	10/13/08
22	REVISED PER PERMITS	10/13/08
23	REVISED PER PERMITS	10/13/08
24	REVISED PER PERMITS	10/13/08
25	REVISED PER PERMITS	10/13/08
26	REVISED PER PERMITS	10/13/08
27	REVISED PER PERMITS	10/13/08
28	REVISED PER PERMITS	10/13/08
29	REVISED PER PERMITS	10/13/08
30	REVISED PER PERMITS	10/13/08
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33	REVISED PER PERMITS	10/13/08
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35	REVISED PER PERMITS	10/13/08
36	REVISED PER PERMITS	10/13/08
37	REVISED PER PERMITS	10/13/08
38	REVISED PER PERMITS	10/13/08
39	REVISED PER PERMITS	10/13/08
40	REVISED PER PERMITS	10/13/08
41	REVISED PER PERMITS	10/13/08
42	REVISED PER PERMITS	10/13/08
43	REVISED PER PERMITS	10/13/08
44	REVISED PER PERMITS	10/13/08
45	REVISED PER PERMITS	10/13/08
46	REVISED PER PERMITS	10/13/08
47	REVISED PER PERMITS	10/13/08
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49	REVISED PER PERMITS	10/13/08
50	REVISED PER PERMITS	10/13/08

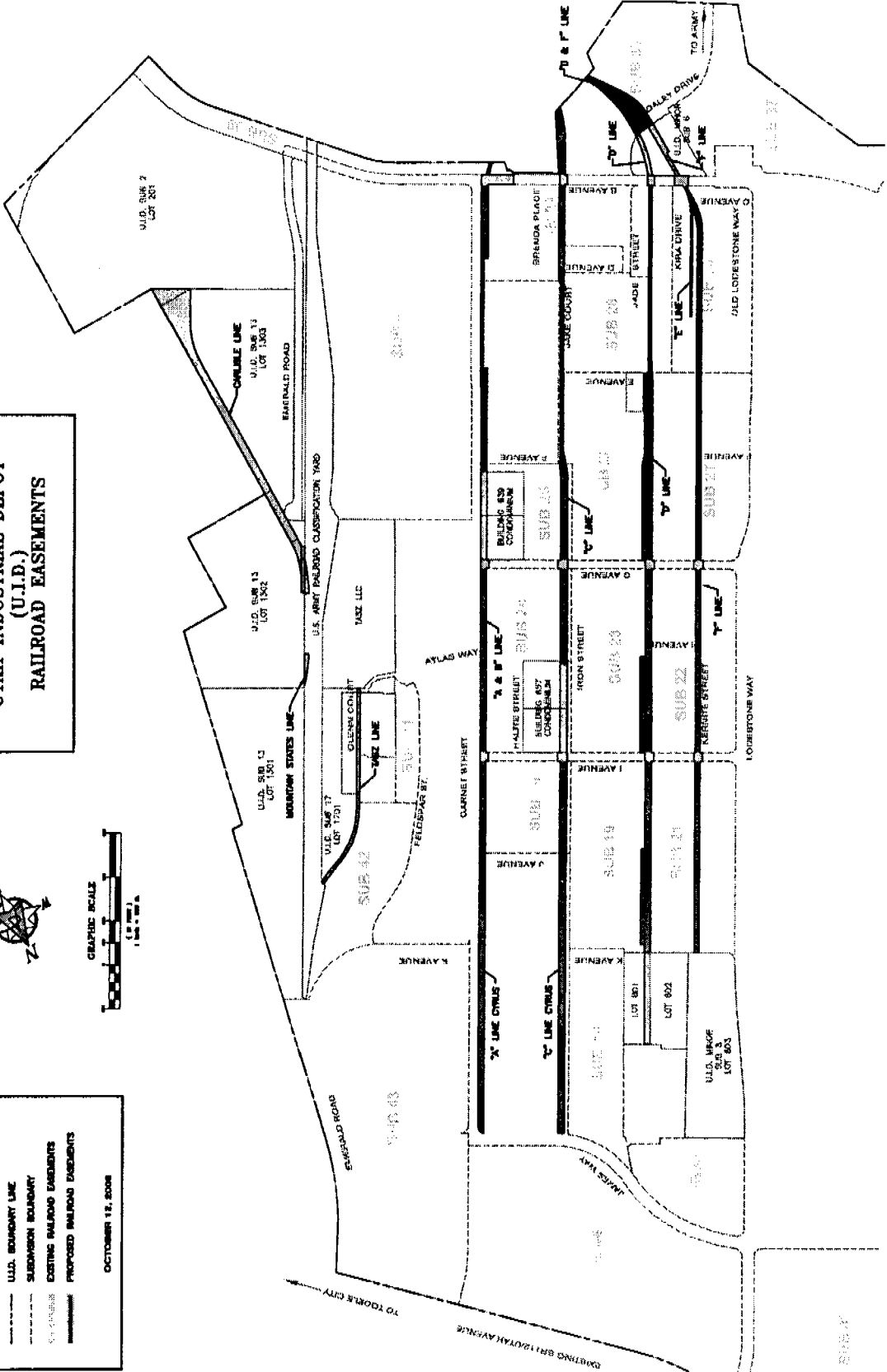
1 of 1

UTAH INDUSTRIAL DEPOT (U.I.D.) RAILROAD EASEMENTS

LEGEND
--- U.I.D. BOUNDARY LINE
--- SUBDIVISION BOUNDARY
--- EXISTING RAILROAD EASEMENTS
--- PROPOSED RAILROAD EASEMENTS
OCTOBER 13, 2008



GRAPHIC SCALE
1" = 100'



2008