

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 courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability for the accuracy of the content thereof.

STORM DRAINAGE EASEMENT AGREEMENT

THIS STORM DRAINAGE EASEMENT AGREEMENT ("**Agreement**") is dated as of the 28 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 a storm drainage pipe and appurtenant structures (collectively, the "**Storm Drainage Line**"). The area improved by the Storm Drainage Line 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 "**Storm Drainage Area**").

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 Storm Drainage Line and corresponding Storm Drainage Area 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 Storm Drainage Area for use, operation, management, maintenance, and repair of the Storm Drainage Line, 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 Storm Drainage Line.** Depot hereby grants and conveys to the Association a perpetual, nonexclusive easement in gross on, over, across, and through the Storm Drainage Area for the design, installation, construction, use, repair, maintenance, replacement, and operation of the Storm Drainage Line. Depot also hereby grants and conveys to the Association any and all rights, title, and interest in and to the Storm Drainage Line 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 Storm Drainage Area for the installation, repair, maintenance, replacement, and operation of the Storm Drainage Line 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 Storm Drainage Area 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.

4. **Condition of Storm Drainage Line and Storm Drainage Area.** THE ASSOCIATION ACCEPTS THE STORM DRAINAGE LINE AND THE STORM DRAINAGE AREA 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 STORM DRAINAGE LINE AND THE STORM DRAINAGE AREA, 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 Storm Drainage Line and releases Depot from any such obligations.

5. **Use of Storm Drainage Line.**

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 Storm Drainage Line shall be constructed or erected on any portion of the Storm Drainage Area, nor shall the Association obstruct or interfere with the use of the Storm Drainage Line.

5.2 **Compliance with Laws.** The Association shall comply with all Legal Requirements pertaining to the Storm Drainage Line and the Storm Drainage Area. "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 Storm Drainage Area 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 Storm Drainage Area or the Storm Drainage Line to the public for any public benefit, purpose, enjoyment or use.

6. **Maintenance.** The Storm Drainage Area and the Storm Drainage Line shall be deemed part of the common areas and facilities as such term is defined by the Declaration. The Association shall cause the Storm Drainage Line 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 Storm Drainage Line pursuant to the terms and conditions of the Declaration.

7. **Liens.** The Association shall keep the Storm Drainage Area 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 Storm Drainage Area 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 Storm Drainage Area and Storm Drainage Line 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 Storm Drainage Area and the Storm Drainage Line by the members and other third parties shall be set forth in the Declaration.

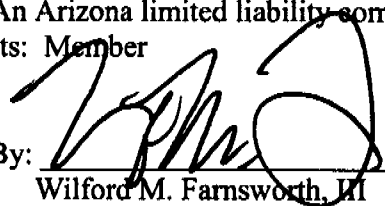
11.10 Successors and Assigns. The terms and conditions of this Agreement are binding upon and shall inure to the benefit of the parties' successors and assigns.

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

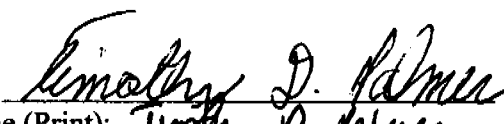
By: 

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

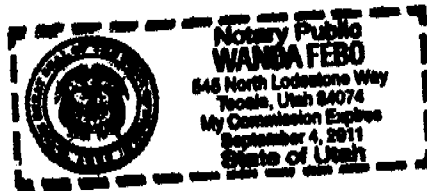


STATE OF Utah)
 : ss.
COUNTY OF Tooele)

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 Felio
(Signature of Notary Public)

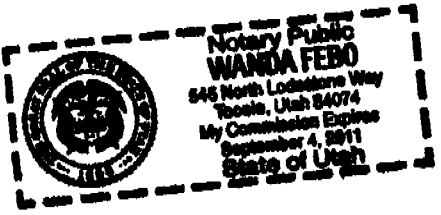


STATE OF Utah)
 : ss
COUNTY OF Tooele)

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 Febo
(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 Febo
(Signature of Notary Public)



EXHIBIT "A"

(Legal Description of Storm Drainage Area)

20 foot water easement subdivision 18:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 84°55'09" WEST, A DISTANCE OF 1948.20 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°37'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°20'07" WEST, A DISTANCE OF 324.40 FEET; THENCE NORTH 29°27'26" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°20'07" EAST, A DISTANCE OF 324.46 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6,489 SQUARE FEET, OR 0.15 ACRES

TOGETHER WITH:

20 foot water easement subdivision 18:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 88°33'48" WEST, A DISTANCE OF 2242.45 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°27'26" WEST, A DISTANCE OF 594.88 FEET; THENCE NORTH 60°26'46" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°27'26" EAST, A DISTANCE OF 594.92 FEET; THENCE SOUTH 60°20'07" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11,898 SQUARE FEET, OR 0.273 ACRES

5 foot water easement subdivision 18:

SITUATE IN SECTIONS 19 & 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 88°33'48" WEST, A DISTANCE OF 2242.45 FEET FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, RUNNING THENCE NORTH 60°20'07" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 29°27'26" EAST, A DISTANCE OF 737.62 FEET TO A POINT ON A 32.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°27'20", A DISTANCE OF 18.13 FEET, THE LONG CHORD OF WHICH BEARS NORTH 45°41'06" EAST, A DISTANCE OF 17.89 FEET; THENCE SOUTH 29°27'26" WEST, A DISTANCE OF 754.81 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,745 SQUARE FEET, OR 0.09 ACRES

20 foot water easement subdivision 19:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 76°21'32" WEST, A DISTANCE OF 2637.77 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°29'45" WEST, A DISTANCE OF 1235.60 FEET; THENCE NORTH 60°23'28" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°29'45" EAST, A DISTANCE OF 1235.58 FEET; THENCE SOUTH 60°26'46" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 24,712 SQUARE FEET, OR 0.567 ACRES

TOGETHER WITH:

20 foot water easement subdivision 19:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 63°14'09" WEST, A DISTANCE OF 2893.58 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°37'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°29'40" WEST, A DISTANCE OF 531.80 FEET; THENCE NORTH 29°29'53" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°29'40" EAST, A DISTANCE OF 531.85 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,637 SQUARE FEET, OR 0.24 ACRES

20 foot water easement subdivision 23:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 61°12'27" WEST, A DISTANCE OF 3661.86 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°30'08" WEST, A DISTANCE OF 1223.16 FEET; THENCE NORTH 60°22'55" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°30'08" EAST, A DISTANCE OF 1223.16 FEET; THENCE SOUTH 60°23'28" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 24,463 SQUARE FEET, OR 0.562 ACRES

TOGETHER WITH:

20 foot water easement subdivision 23:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 52°57'54" WEST, A DISTANCE OF 4039.69 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°31'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°44'25" WEST, A DISTANCE OF 530.24 FEET; THENCE NORTH 29°29'53" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°44'25" EAST, A DISTANCE OF 530.24 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,605 SQUARE FEET, OR 0.243 ACRES

20 foot water easement subdivision 26:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 53°03'25" WEST, A DISTANCE OF 4815.79 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°29'42" WEST, A DISTANCE OF 1234.79 FEET; THENCE NORTH 60°31'46" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°29'42" EAST, A DISTANCE OF 1234.84 FEET; THENCE SOUTH 60°22'55" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 24,696 SQUARE FEET, OR 0.567 ACRES

TOGETHER WITH:

20 foot water easement subdivision 26:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 47°18'57" WEST, A DISTANCE OF 5258.73 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°31'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°29'13" WEST, A DISTANCE OF 529.81 FEET; THENCE NORTH 29°29'53" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°29'13" EAST, A DISTANCE OF 529.81 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,596 SQUARE FEET, OR 0.243 ACRES

Water easement subdivision 27:

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

BEGINNING AT A POINT SOUTH 60°54'40" WEST, A DISTANCE OF 5181.77 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°31'41" WEST, A DISTANCE OF 575.92 FEET; THENCE NORTH 60°29'13" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°31'41" EAST, A DISTANCE OF 525.31 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 668.77 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 02°30'24", A DISTANCE OF 29.26 FEET, THE LONG CHORD OF WHICH BEARS NORTH 42°51'27" EAST, A DISTANCE OF 29.26 FEET TO A POINT ON A REVERSE CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 37°38'46", A DISTANCE OF 26.28 FEET, THE LONG CHORD OF WHICH BEARS NORTH 60°25'38" EAST, A DISTANCE OF 25.81 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11,160 SQUARE FEET, OR 0.256 ACRES

TOGETHER WITH:

20 foot water easement subdivision 27:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 57°37'12" WEST, A DISTANCE OF 5730.74 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°33'32" WEST, A DISTANCE OF 580.35 FEET; THENCE NORTH 60°31'46" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°33'32" EAST, A DISTANCE OF 580.36 FEET; THENCE SOUTH 60°29'13" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11,606 SQUARE FEET, OR 0.266 ACRES

TOGETHER WITH:

20 foot water easement subdivision 27:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 57°14'57" WEST, A DISTANCE OF 5801.29 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°33'32" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 61°06'38" WEST, A DISTANCE OF 86.48 FEET; THENCE NORTH 29°30'21" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 61°06'38" EAST, A DISTANCE OF 86.50 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,730 SQUARE FEET, OR 0.040 ACRES

20 foot water easement subdivision 28:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 46°15'24" WEST, A DISTANCE OF 6320.87 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°08'54" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°52'36" WEST, A DISTANCE OF 102.53 FEET; THENCE NORTH 29°27'26" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°52'36" EAST, A DISTANCE OF 102.43 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,050 SQUARE FEET, OR 0.047 ACRES

TOGETHER WITH:

Water easement subdivision 28:

A STRIP OF LAND WITH VARYING WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, AND 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 46°55'26" WEST, A DISTANCE OF 7069.42 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°27'26" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 60°30'13" WEST, A DISTANCE OF 80.37 FEET; THENCE SOUTH 29°30'00" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 60°30'13" WEST 39.78 FEET; THENCE NORTH 29°26'38" EAST 20.00 FEET; THENCE SOUTH 60°30'13" EAST 120.16 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,599 SQUARE FEET, OR 0.037 ACRES

Water easement subdivision 29:

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

BEGINNING AT A POINT SOUTH 39°41'13" WEST, A DISTANCE OF 6457.06 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°24'57" WEST, A DISTANCE OF 119.12 FEET; THENCE NORTH 60°37'47" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°24'57" EAST, A DISTANCE OF 30.81 FEET; THENCE SOUTH 60°28'19" EAST, A DISTANCE OF 1.45 FEET; THENCE NORTH 29°38'24" EAST, A DISTANCE OF 65.26 FEET; THENCE NORTH 60°23'37" WEST, A DISTANCE OF 1.70 FEET; THENCE NORTH 29°24'57" EAST, A DISTANCE OF 23.11 FEET; THENCE SOUTH 60°26'21" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,280 SQUARE FEET, OR 0.052 ACRES

TOGETHER WITH:

Water easement subdivision 29:

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

BEGINNING AT A POINT SOUTH 40°24'33" WEST, A DISTANCE OF 6852.25 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°33'04" WEST, A DISTANCE OF 195.48 FEET TO A POINT OF TANGENCY WITH A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°55'22", A DISTANCE OF 16.11 FEET, THE LONG CHORD OF SAID CURVE BEARS SOUTH 48°00'44" WEST, FOR A DISTANCE OF 15.83 FEET; THENCE NORTH 60°39'23" WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 29°33'04" EAST, A DISTANCE OF 207.27 FEET; THENCE NORTH 66°54'35" EAST, A DISTANCE OF 4.10 FEET; THENCE SOUTH 60°26'55" EAST, A DISTANCE OF 12.51 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,130 SQUARE FEET, OR 0.072 ACRES

5 foot water easement subdivision 30:

A STRIP OF LAND 5 FEET IN WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST AND 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 49°20'46" WEST, A DISTANCE OF 6755.26 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°26'38" WEST, A DISTANCE 386.09 FEET; THENCE NORTH 60°27'03" WEST, A DISTANCE OF 5.00 FEET; THENCE NORTH 29°26'38" EAST, A DISTANCE OF 386.09 FEET; THENCE SOUTH 60°26'21" EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1,930 SQUARE FEET, OR 0.044 ACRES

TOGETHER WITH:

Water easement subdivision 30:

A STRIP OF LAND, WITH VARYING WIDTH, SITUATE IN SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST AND 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 53°46'33" WEST, A DISTANCE OF 6275.00 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°28'22" WEST, A DISTANCE OF 585.75 FEET; THENCE NORTH 61°08'54" WEST, A DISTANCE OF 4.23 FEET; THENCE SOUTH 29°11'42" WEST, A DISTANCE OF 37.72 FEET; THENCE SOUTH 61°08'54" EAST, A DISTANCE OF 4.05 FEET; THENCE SOUTH 29°28'22" WEST, A DISTANCE OF 182.51 FEET; THENCE NORTH 60°40'55" WEST, A DISTANCE OF 6.04 FEET; THENCE NORTH 28°59'43" EAST, A DISTANCE OF 394.88 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 328.00 FOOT RADIUS TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°11'00", A DISTANCE OF 81.20 FEET, THE LONG CHORD OF WHICH BEARS NORTH 21°54'13" EAST, A DISTANCE OF 80.99 FEET; THENCE NORTH 29°28'22" EAST, A DISTANCE OF 330.57 FEET; THENCE SOUTH 61°18'52" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,535 SQUARE FEET, OR 0.22 ACRES

TOGETHER WITH:

20 foot water easement subdivision 30:

A STRIP OF LAND 20 FEET IN WIDTH, 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 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 50°13'05" WEST, A DISTANCE OF 7276.44 FEET, FROM THE NORTHEAST CORNER OF SECTION 30, AND RUNNING THENCE SOUTH 29°18'59" WEST, A DISTANCE OF 115.24 FEET; THENCE NORTH 60°08'03" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°18'59" EAST, A DISTANCE OF 115.13 FEET; THENCE SOUTH 60°27'03" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2,304 SQUARE FEET, OR 0.053 ACRES

Water easement subdivision 34:

A STRIP OF LAND WITH VARYING WIDTH, SITUATED IN SECTIONS 25 AND 36, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 49°05'59" WEST, A DISTANCE OF 7669.92 FEET, FROM THE NORTHEAST CORNER OF SECTION 30, AND RUNNING THENCE SOUTH 29°18'59" WEST, A DISTANCE OF 902.09 FEET; THENCE SOUTH 22°46'50" WEST, A DISTANCE OF 15.34 FEET; THENCE SOUTH 60°30'00" EAST, A DISTANCE OF 12.52 FEET; THENCE SOUTH 29°07'13" WEST 20.00 FEET; THENCE NORTH 60°30'00" WEST 10.30 FEET; THENCE SOUTH 22°46'50" WEST 7.80 FEET; THENCE NORTH 58°24'17" WEST 20.24 FEET; THENCE NORTH 22°46'50" EAST 41.32 FEET; THENCE NORTH 29°18'59" EAST 903.32 FEET; THENCE SOUTH 60°25'39" EAST 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19,128 SQUARE FEET, OR 0.439 ACRES

Water easement subdivision 38:

A STRIP OF LAND WITH VARYING WIDTH, SITUATED IN SECTIONS 30 & 31, TOWNSHIP 3 SOUTH, RANGE 4 WEST AND SECTION 36, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 44°45'15" WEST, A DISTANCE OF 7303.36 FEET, FROM THE NORTHEAST CORNER OF SAID SECTION 30, AND RUNNING THENCE SOUTH 29°27'26" WEST, A DISTANCE 1116.80 FEET; THENCE NORTH 60°30'00" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°27'26" EAST, A DISTANCE OF 912.17 FEET TO A POINT OF CURVATURE OF A 253.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°26'17", A DISTANCE OF 94.66 FEET, THE LONG CHORD BEARS NORTH 40°10'35" EAST, A DISTANCE OF 94.11 FEET; THENCE NORTH 29°27'26" EAST 96.55 FEET TO A POINT OF TANGENCY WITH A 50.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 18°10'47", A DISTANCE OF 15.86 FEET, THE LONG CHORD OF WHICH BEARS NORTH 38°32'49" EAST, A DISTANCE OF 15.80 FEET TO THE POINT OF BEGINNING.

CONTAINS: 19,273 SQUARE FEET, OR 0.442 ACRES

TOGETHER WITH:

20 foot water easement subdivision 38:

A STRIP OF LAND 20 FEET IN WIDTH, SITUATE IN SECTION 36, TOWNSHIP 3 SOUTH, RANGE 5 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 42°54'20" WEST, A DISTANCE OF 8370.92 FEET, FROM THE NORTHEAST CORNER OF SECTION 30, AND RUNNING THENCE SOUTH 29°27'26" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 60°30'00" WEST, A DISTANCE OF 558.80 FEET; THENCE NORTH 29°07'13" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 60°30'00" EAST, A DISTANCE OF 558.92 FEET TO THE POINT OF BEGINNING.

CONTAINS: 11,177 SQUARE FEET, OR 0.257 ACRES

Water easement subdivision 39:

A STRIP OF LAND 20' IN WIDTH SITUATE IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF JAMES WAY, RECORDED AS ENTRY NO.: 313010, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE, SAID POINT BEING NORTH 86°25'00" WEST, A DISTANCE OF 994.52 FEET, FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 60°32'15" WEST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET; THENCE NORTH 29°39'51" EAST, A DISTANCE OF 727.65 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG THE ARC OF A 993.50 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°10'43", A DISTANCE OF 245.85 FEET; THE LONG CHORD OF WHICH BEARS NORTH 36°45'12" EAST, A DISTANCE OF 245.23 FEET; THENCE NORTH 43°50'34" EAST, A DISTANCE OF 85.39 FEET, TO A POINT ON THE NORTHERLY LINE OF THE UTAH INDUSTRIAL DEPOT BOUNDARY, RECORDED AS ENTRY NO.: 125079, ON FILE WITH THE TOOELE COUNTY RECORDER'S OFFICE; THENCE SOUTH 45°55'06" EAST, ALONG SAID NORTHERLY LINE, A DISTANCE OF 20.00 FEET; THENCE SOUTH 43°50'34" WEST, A DISTANCE OF 85.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A 973.50 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°10'43", A DISTANCE OF 240.90 FEET; THE LONG CHORD OF WHICH BEARS SOUTH 36°45'12" WEST, A DISTANCE OF 240.29 FEET; THENCE SOUTH 29°39'51" WEST, A DISTANCE OF 727.58 FEET TO THE POINT OF BEGINNING.

CONTAINS: 21,127 SQUARE FEET, OR 0.485 ACRES

Water easement subdivision 40:

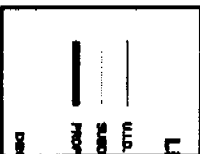
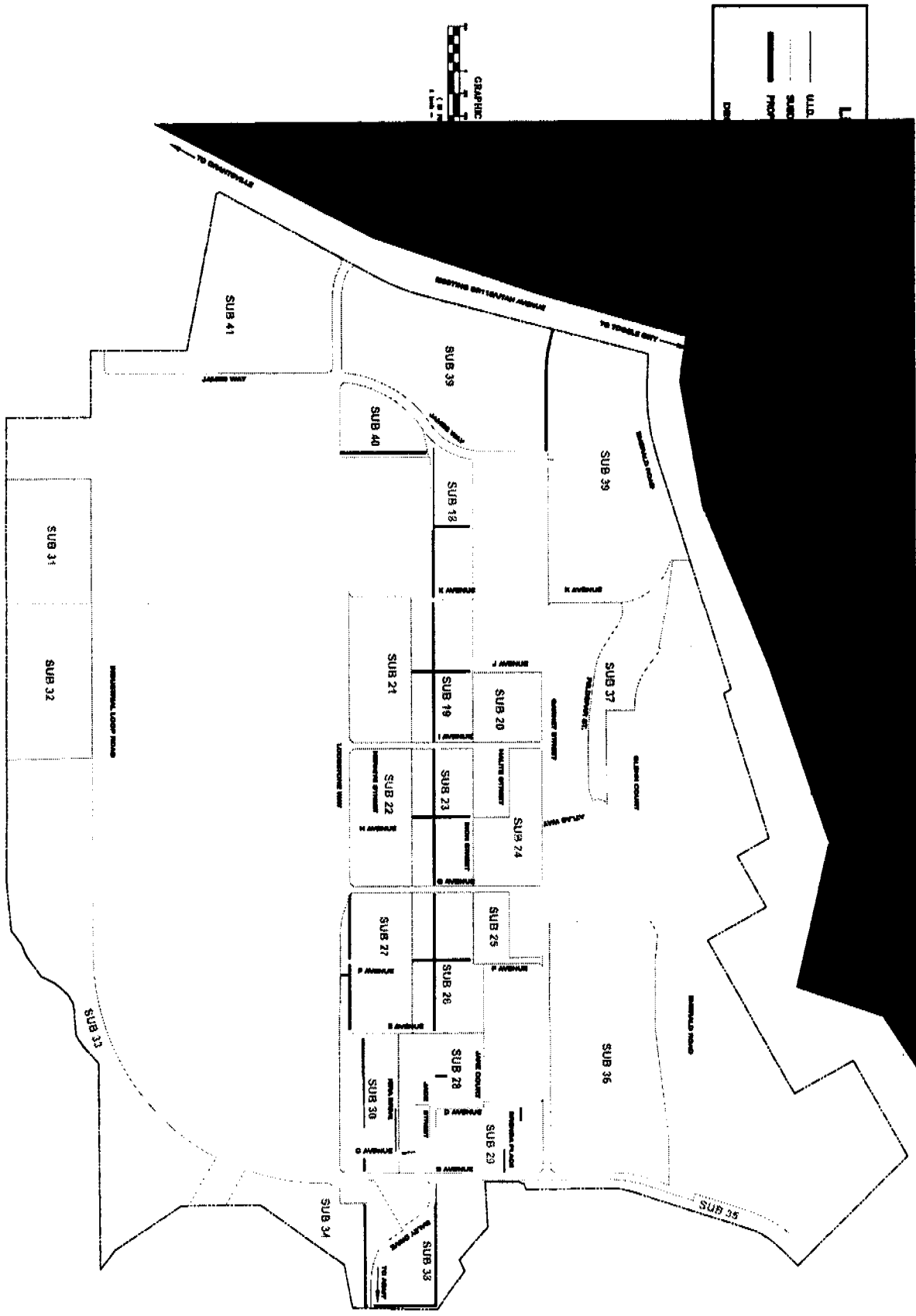
SITUATE IN SECTION 19, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, COUNTY OF TOOELE, STATE OF UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 73°20'12" WEST, A DISTANCE OF 2062.56 FEET, FROM THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 59°42'39" WEST, A DISTANCE OF 69.59 FEET; THENCE NORTH 60°29'00" WEST, A DISTANCE OF 704.16 FEET; THENCE NORTH 29°30'04" EAST, A DISTANCE OF 20.000 FEET; THENCE SOUTH 60°29'00" EAST, A DISTANCE OF 798.75 FEET; THENCE ALONG THE ARC OF A 25.00 FOOT NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 81°25'38", A DISTANCE OF 35.53 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 79°34'32" WEST, A DISTANCE OF 32.61 FEET, TO THE POINT OF BEGINNING.

CONTAINS: 15,904 SQUARE FEET, OR 0.365 ACRES.

Exhibit "B"

(Site Plans Depicting Storm Drainage Area)



1 of 1

NO.	DATE	BY	REVISION

OWNER: UTAH INDUSTRIAL DEPOT ASSOCIATION
 PROJECT: WATER EASEMENTS
 DATE: 10/20/07

UTAH INDUSTRIAL DEPOT ASSOCIATION
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UTAH INDUSTRIAL DEPOT
 WATER EASEMENTS