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Jerry M. Houghton, Recorder  
Tooele County Corporation  
For: First American NCS - South Temple

When Recorded Return to:  
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Salt Lake City, UT 84111-1004

**AMENDMENT NO. 1 TO DECLARATION  
OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
UTAH INDUSTRIAL DEPOT**

THIS AMENDMENT NO. 1 TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR UTAH INDUSTRIAL DEPOT is made this 17<sup>th</sup> day of January, 2013 by UTAH INDUSTRIAL DEPOT OWNERS ASSOCIATION, INC., a Utah nonprofit corporation (the "Association") and DEPOT ASSOCIATES, LLC, a Delaware limited liability company ("Declarant") in contemplation of the following facts and circumstances:

A. The Association is a nonprofit corporation established to manage an industrial park known as the Utah Industrial Depot and may from time to time be referred to herein as the "Project" or "Property", located in Tooele County, State of Utah, and more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference.

B. The Property is encumbered by a Declaration of Covenants, Conditions, Restrictions and Easements for Utah Industrial Depot dated as of October 8, 1999, and recorded on October 19, 1999 in the official records of Tooele County as Entry Number 138824 in Book 0593 at Page 0776 (the "Declaration").

C. Pursuant to Section 12.2 of the Declaration, the Declaration may be amended by the affirmative vote of a majority of the total votes of the Owners. A vote of the Owners was properly taken on October 1, 2012 and this Amendment was approved by a majority of the total votes for the Association in the accordance with Section 6.3 of this Declaration.

D. The Declarant is the holder of the majority votes of the Association and joins in the execution of this Amendment as the majority vote holder.

NOW, THEREFORE, the Declaration is hereby amended as follows.

1. **Amendment to Section 1.5 of the Declaration.** Section 1.5 of the Declaration is hereby deleted in its entirety and replaced by the following:

1.5 Association shall mean Utah Industrial Depot Owners Association, Inc., a Utah nonprofit corporation, organized to own and/or hold easements pertaining to portions of the Common Areas and Facilities and to maintain the Common Areas and Facilities and Improvements, to govern the operation and maintenance of the Project and to implement the provisions of this Declaration.

2. **Amendment to Section 1.10 of the Declaration.** Section 1.10 of the Declaration is hereby deleted in its entirety and replaced by the following:

1.10 Common Areas and Facilities shall mean: (a) all Common Streets and Limited Common Streets, including, without limitation, all curb, gutter, sidewalks and landscaping adjacent to such Streets; (b) all utility easements and other easements intended to serve more than one Building or Parcel; (c) all storm and waste water collection and drainage systems intended to serve more than one Building or Parcel; (d) all sprinkler and irrigation systems, including (without limitation) easements relating thereto, (e) all street lighting and signage used for the entire Project and not exclusively for any specific Parcel, Building or Occupant, (f) any common landscaped areas owned by the Association, and (g) any and all land, buildings, structures, facilities, and equipment which shall be leased, owned or used by the Association in the ownership, operation and maintenance of the Project.

3. **Amendment to Section 1.11 of the Declaration.** Section 1.11 of the Declaration is hereby deleted in its entirety and replaced by the following:

1.11 Common Expenses shall mean any and all costs and expenses incurred by the Association in the performance and preservation of the rights, duties and obligations of the Association, including, by way of explanation but not by way of limitation, (i) the ownership, administration, operation, maintenance, repair, and/or replacement of the Common Areas and Facilities, including planting and maintenance of Landscaping, (ii) the costs and expenses associated with the existence of the Association, including, where necessary, the costs and fees of professionals, contractors, servants, attorneys, and consultants retained by the Association and insurance, and (iii) a reasonable contingency reserve, surplus and/or sinking fund as determined by the Association.

4. **Amendment to Section 1.35 of the Declaration.** Section 1.35 of the Declaration is hereby deleted in its entirety and replaced by the following:

1.35 Streets shall mean that portion of the Property which shall be designated on the Plat for the construction, maintenance and existence of streets, roads, sidewalks and related improvements. There are three types of Streets in the Project: Public Streets, which have been dedicated to the City of Tooele; Common Streets, which are private Streets owned by the Association or upon which the Association holds an easement and intended for the use and benefit of all Owners and Occupants; and Limited Common Streets, which are private Streets owned by the Association or upon which the Association holds an easement but intended primarily for the use and benefit of less than all of the Owners and Occupants.

5. **Addition of Site Plan.** The Site Plan for Utah Industrial Depot is attached hereto and incorporated herein as Exhibit D-1.

6. **Amendment to Section 3.5 of the Declaration.** Section 3.5 of the Declaration is hereby deleted in its entirety and replaced by the following:

3.5 **Public Streets.** All Public Streets in the Project are or will be designated as such on the Plat. The Public Streets have been dedicated to the City of Tooele, but there is a private obligation to maintain the Public Streets and utilities until January 21, 2008 or the expenditure of \$1,966,018, whichever occurs first. For as long as the Public Streets and utilities are privately maintained, the expense of maintaining the Public Streets and utilities shall be a Common Expense.

7. **Addition of Section 4.13 of the Declaration.** The following shall be added as Section 4.13 of the Declaration:

4.13 **Street Easements.** There is hereby granted to Declarant and the Association, a non-exclusive Easement (the "Common Street Easement") to construct, install, operate, service, repair, replace, and maintain Common Streets and/or Limited Common Streets on all portions of the Property designated as a private drive or street on the Plat.

8. **Amendment to Section 5.5 of the Declaration.** Section 5.5 of the Declaration is hereby deleted in its entirety and replaced by the following:

5.5 **Loading, Service and Outside Storage.** Each Parcel as developed shall provide sufficient on-parcel truck loading facilities to accommodate site activity; provided, however, that temporary loading and unloading may be performed on those Parcels within the Core Section containing existing buildings that require trucks to encroach upon Public Streets or Common Streets to facilitate loading and unloading activities.

9. **Deletion of Section 5.14 of the Declaration.** Section 5.14 of the Declaration is hereby deleted in its entirety.
10. **Amendment to Section 5.15 of the Declaration.** Section 5.15 of the Declaration is hereby deleted in its entirety and replaced by the following:

5.15 **No Subdivision of Parcel.** No Parcel shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any portion of the Property. Declarant shall, in the exercise of its sole discretion, be permitted to grant or withhold such approval. Notwithstanding the foregoing, Declarant shall have the right, subject to applicable laws and ordinances but without the consent being required of any Owner or any Mortgagee, to relocate or otherwise reconfigure the boundary lines of any Parcel, to eliminate Parcels designated on the Plat, to create new Parcels through the subdivision or reconfiguration of one or more existing Parcels and to otherwise design and develop the Parcels within Project as Declarant shall determine; provided, however, that such rights shall be applicable only to Parcels which shall be owned by Declarant at the time of such adjustments. Nothing contained herein shall be construed to grant Declarant the right to alter the boundary of any Parcel not owned by Declarant without the express written consent of the Owner of such Parcel. Upon any reconfiguration of a Parcel, Declarant shall cause to be prepared and recorded an amendment to the Plat which shall set forth the boundaries of the reconfigured Parcel. No signature of any Mortgagee or any Owner, other than Declarant, shall be required on any such amendment.

11. **Amendment to Section 5.18 of the Declaration.** Section 5.18 of the Declaration is hereby deleted in its entirety and replaced by the following:

5.18 **Design Restrictions.** The provisions of this Section 5.18 shall apply only for so long as Declarant owns any portion of the Property. No Improvements shall be constructed in the Project without Declarant's prior written approval of the site plan, elevations, design and materials to be used therein, which approval may be withheld in Declarant's absolute discretion. Before commencing construction of any Improvement on a Parcel in the New Section, the Owner shall submit to Declarant a set of plans for the Improvement in sufficient detail for Declarant to evaluate the compatibility of the design and materials with the Project. Declarant shall approve or disapprove the proposed Improvement within thirty (30) days after Declarant's receipt of adequate plans. Declarant shall not be liable for the design of such Improvements.

12. **Amendment to Section 6.3.2 of the Declaration.** Section 6.3.2 of the Declaration is hereby deleted in its entirety and replaced by the following:

6.3.2 Class "B". The Class "B" Member shall be Declarant and any successor or assignee of Declarant who takes title to one or more Parcels for the purpose of development and sale and to whom Declarant assigns in a recorded writing one or more of the Class "B" votes. Each Class "B" Member shall be entitled to three (3) times the number of votes that said Member would be entitled to cast were said Class "B" Member voting as a Class "A" Member as calculated in accordance with Section 6.3.1. The Class "B" Membership shall terminate and any Owner then holding Class "B" Membership shall be deemed to be a holder of Class "A" Membership upon the happening of the earliest to occur of the following: (i) when the total outstanding Class "A" votes in the Association equal the total outstanding Class "B" votes; or (ii) twenty-five (25) years from the date of recording of this Declaration; or (iii) when Declarant or any successor so determines. From and after the happening of any one of the stated events, Declarant or any successor shall advise the Association in writing of the termination of Class "B" Membership within thirty (30) days of the happening of such event.

13. Amendment to Section 7.6 of the Declaration. Section 7.6 of the Declaration is hereby deleted in its entirety and replaced by the following:

7.6 Manager. The Association may by written contract delegate in whole or in part to the Declarant or a professional manager such of the Association's duties, responsibilities, functions, and powers hereunder as are properly delegable. The services of the Declarant or any manager retained by the Association shall be a Common Expense.

14. Amendment to Section 8.4 of the Declaration. Section 8.4 of the Declaration is hereby deleted in its entirety and replaced by the following:

8.4 General Assessment. All Common Expenses shall be paid through an annual general assessment to all Owners. Each Owner's share of the total Common Expenses, as estimated by the Annual Budget, shall be a "General Assessment." Each respective share of a General Assessment shall be based upon the Annual Budget determined in accordance with Section 8.3. At the end of each calendar year, the Board shall determine the exact amount of the Common Expenses which have been incurred, and shall charge or credit each Owner in the next assessment period for the difference between the actual Common Expenses incurred for the prior assessment period and the estimated Common Expenses upon which said General Assessment was based. Within one hundred twenty (120) days of the close of each calendar year, each Owner shall be provided a copy of the operating statement of the Association for the preceding year. Said operating statement shall provide

reasonable detail of the actual income and expenses of the Association for the applicable year.

**15. Amendment to Section 8.4.1 of the Declaration.** Section 8.4.1 of the Declaration is hereby deleted in its entirety and replaced by the following:

8.4.1 Notices. Upon acquisition of title to a Parcel, each Owner shall provide written notice to the Association of such Owner's address for purposes of furnishing notices in connection with this Declaration. The Association shall maintain a record of the notice addresses furnished by the Owners. The address provided by an Owner shall be used for any notice required to be given under this Declaration and if no such address shall have been provided, then the address used by Tooele County for the mailing of real property tax statements for such Parcel shall be used for such notice. All notices to be given pursuant to this Declaration shall be sufficient if given by personal service, by guaranteed overnight delivery service or by being mailed postage prepaid, certified or registered mail, return receipt requested, to the prescribed address. In addition, notices may be sent via facsimile or e-mail; provided that a duplicate copy is sent by one of the other methods. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the date after delivery to the guaranteed overnight delivery service or two (2) days after mailing by certified or registered mail. Notice of the regular annual meeting of the Members shall be sent as set forth in the Bylaws.

**16. Amendment to Section 12.6 of the Declaration.** Section 12.6 of the Declaration is hereby deleted in its entirety and replaced by the following:

12.6 Duration. The covenants and restrictions of this Declaration shall run with and bind the Property and Project for a term of seventy-five (75) years from the date this Declaration is recorded, after which time, they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by the affirmative vote of two-thirds (2/3) of the Owners. No such termination shall terminate any Easement granted herein and all such Easements shall survive any termination of this Declaration and may be extinguished only in the manner provided by law for the termination of an easement. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Michael Leavitt, former Governor of the State of Utah.

**17. Miscellaneous.** The recitals are hereby incorporated into this Amendment. All capitalized terms used herein and not otherwise defined herein shall have the meanings

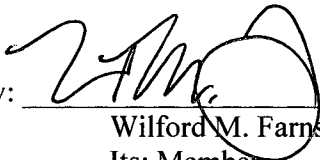
ascribed to them in the Declaration. Except as provided herein, the terms and conditions of the Declaration shall remain the same and in full force and effect.

EXECUTED to be effective the day same shall be recorded in the office of the Tooele County Recorder, State of Utah.

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


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

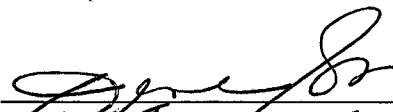
By: MainSpring Capital IV, LLC  
An Arizona limited liability company  
Its: Member


By:   
\_\_\_\_\_  
Wilford M. Farnsworth, III  
Its: Member

Association:

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

By:   
Name (Print): Deryl Davis  
Its: Trustee

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

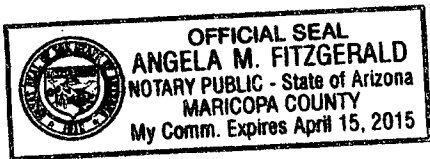
By:   
Name (Print): Stephen M. Brown  
Its: Trustee



STATE OF Arizona )  
 : ss.  
COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me on the 11 day of January, 2013, 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: 4.15.15 Angela M. Fitzgerald  
Notary Public  
Residing at

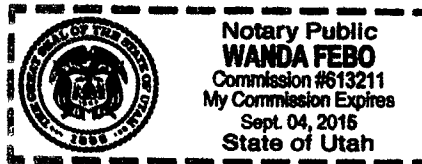


STATE OF Utah )  
 : ss.  
COUNTY OF Tooele )

On January 14, 2013 before me, Wanda Febo, personally appeared Stephen Brown 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)

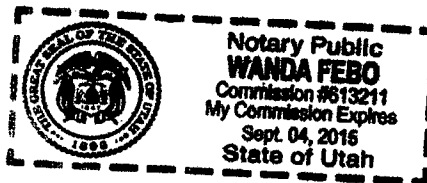


STATE OF Utah )  
 : ss  
COUNTY OF Tooele )

On January 14, 2013 before me, Wanda Febo,  
personally appeared Jesse Sablan 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)

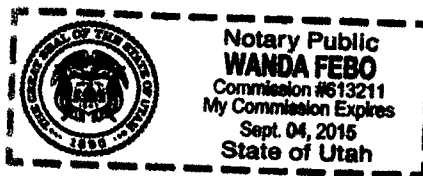


STATE OF Utah )  
 : ss  
COUNTY OF Tooele )

On January 17, 2013 before me, Wanda Febo,  
personally appeared Daryl Davis 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 Project**  
**Depot Associates**  
**New Parcel 1**

Beginning at a point which lies South 00°05'22" East 1792.32 feet along the East section line of Section 31, and West 1320.48 feet from the Northeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Base & Meridian; and traversing thence South 74°42'50" West 1171.10 feet; thence South 74°22'01" West 238.07 feet; thence North 15°24'57" West 227.67 feet to the beginning of a 727.65-foot radius curve to the left; thence Northwesterly 343.14 feet along the arc of said curve through a central angle of 27°01'09"; thence North 42°26'33" West 648.93 feet; thence North 29°32'58" East 6159.36 feet; thence South 12°07'53" West 1552.76 feet; thence North 89°40'19" West 75.00 feet; thence South 12°07'41" West 1364.40 feet; thence North 89°40'19" West 332.50 feet; thence South 00°05'18" East 531.80 feet; thence North 89°40'19" West 610.00 feet; thence South 00°05'18" East 1600.00 feet; thence South 89°40'19" East 610.00 feet; thence South 00°04'42" East 999.74 feet to the point of beginning.

contains 4,990,754 sf or 114.57 acres more or less

**Exhibit "A"**  
**Legal Description of Project - Continued**  
**Depot Associates**  
**New Parcel 2**

Beginning at a point which lies South 00°05'16" East 1104.40 feet along the East section line of Section 30, and West 295.44 feet from the Northeast corner of Section 30, Township 3 South, Range 4 West, Salt Lake Base & Meridian; and traversing thence North 70°31'18" West 136.15 feet; thence South 19°28'42" West 92.19 feet to the beginning of a 452.00-foot radius curve to the right; thence Southwesterly 790.60 feet along the arc of said curve through a central angle of 100°13'00"; thence North 60°18'17" West 585.03 feet to the beginning of a 25.00-foot radius curve to the right; thence Northwesterly 39.19 feet along the arc of said curve through a central angle of 89°49'12"; thence North 29°30'55" East 1294.85 feet; thence North 60°29'05" West 66.00 feet to the beginning of a 25.00-foot radius curve to the right whose center bears North 60°29'05" West; thence Southwesterly 39.19 feet along the arc of said curve through a central angle of 89°48'26"; thence North 60°40'39" West 530.55 feet to the beginning of a 572.00-foot radius curve to the right; thence Northwesterly 590.05 feet along the arc of said curve through a central angle of 59°06'14" to the point of reverse curvature of a 528.00-foot radius curve to the left; thence Northwesterly 150.29 feet along the arc of said curve through a central angle of 16°18'29" to the point of compound curvature of a 1213.00-foot radius curve to the left; thence Northwesterly 705.39 feet along the arc of said curve through a central angle of 33°19'09" to the point of compound curvature of a 428.00 foot radius curve to the left; thence Northwesterly 42.92 feet along the arc of said curve through a central angle of 05°44'43" to the point of reverse curvature of a 25.00-foot radius curve to the right; thence Northwesterly 37.70 feet along the arc of said curve through a central angle of 86°24'17"; thence North 29°27'30" East 662.44 feet to the beginning of a 572.00-foot radius curve to the right; thence Northeasterly 282.09 feet along the arc of said curve through a central angle of 28°15'24"; thence North 57°42'54" East 21.79 feet to a point on the South right-of-way line of State Highway 112; thence South 32°17'06" East 309.76 feet along said right-of-way line to the beginning of a 1673.21-foot radius curve to the left; thence Southeasterly 398.14 feet along the arc of said curve and right-of-way line through a central angle of 13°38'00"; thence South 45°55'06" East 1975.48 feet along said right-of-way line to the beginning of a 1066.20-foot radius curve to the right; thence Southeasterly 179.34 feet along the arc of said curve and right-of-way line through a central angle of 09°38'15"; thence leaving said right-of-way line South 31°26'53" West 217.90 feet to the beginning of a 1960.08 foot radius curve to the left; thence Southwesterly 660.83 feet along the arc of said curve through a central angle of 19°19'01"; thence South 12°07'53" West 641.04 feet to the point of beginning.

contains 4,284,195 sf or 98.35 acres more or less

**Exhibit "A"**  
**Legal Description of Project - Continued**  
**Depot Associates**  
**New Parcel 3**

Beginning at a point which lies North 00°08'52" West 12.47 feet along the East section line of Section 25, and West 1007.25 feet from the Southeast corner of Section 25, Township 3 South, Range 5 West, Salt Lake Base & Meridian; and traversing thence North 24°35'35" West 838.52 feet; thence North 61°02'23" West 713.92 feet; thence South 86°26'34" West 727.47 feet; thence South 67°10'25" West 226.76 feet; thence North 29°12'46" East 1877.84 feet; thence North 13°27'30" West 172.80 feet; thence North 05°10'15" West 98.74 feet; thence North 01°15'19" West 52.83 feet; thence North 20°42'18" East 61.03 feet; thence North 25°48'03" East 182.76 feet; thence North 16°46'11" East 48.45 feet; thence North 01°18'12" West 85.08 feet; thence North 17°22'17" West 84.66 feet; thence North 23°45'37" West 84.08 feet; thence North 33°20'52" West 131.09 feet; thence North 07°42'17" West 227.74 feet; thence North 07°34'55" East 119.34 feet; thence North 07°50'36" West 156.30 feet; thence North 23°59'49" East 447.85 feet; thence North 29°37'32" East 4166.08 feet; thence South 60°25'47" East 775.60 feet; thence North 29°25'41" East 598.60 feet; thence South 60°30'50" East 885.77 feet; thence North 40°42'50" East 715.13 feet; thence North 39°51'42" East 695.27 feet to a point on the South right-of-way line of State Highway 112; thence South 32°17'06" East 1311.77 feet along said right-of-way line; thence leaving said right-of-way line South 57°42'54" West 21.79 feet to the beginning of a 628.00-foot radius curve to the left; thence Southwesterly 301.15 feet along the arc of said curve through a central angle of 27°28'31"; thence North 60°02'31" West 145.61 feet; thence South 29°19'15" West 471.20 feet; thence South 60°32'30" East 144.41 feet; thence South 29°27'30" West 200.19 feet to the beginning of a 25.00 foot radius curve to the right; thence Southwesterly 39.27 feet along the arc of said curve through a central angle of 90°00'00"; thence North 60°32'30" West 929.86 feet; thence South 29°27'30" West 732.97 feet; thence South 60°33'45" East 954.86 feet; thence South 29°27'30" West 1407.12 feet to the beginning of a 2028.00-foot radius curve to the left; thence Southwesterly 48.37 feet along the arc of said curve through a central angle of 01°21'59"; thence South 28°05'31" West 252.30 feet to the beginning of a 1972.00-foot radius curve to the right; thence Southwesterly 47.03 feet along the arc of said curve through a central angle of 01°21'59"; thence South 29°27'30" West 939.07 feet to the beginning of a 828.00-foot radius curve to the left; thence Southwesterly 239.03 feet along the arc of said curve through a central angle of 16°32'25" to the point of reverse curvature of a 772.00-foot radius curve to the right; thence Southwesterly 223.24 feet along the arc of said curve through a central angle of 16°34'05"; thence South 29°29'11" West 117.47 feet; thence North 60°29'52" West 1122.18 feet; thence South 29°19'59" West 1479.07 feet; thence South 60°27'14" East 729.30 feet; thence North 34°36'27" East 7.93 feet; thence South 60°28'52" East 207.92 feet; thence North 72°31'59" East 106.06 feet; thence South 60°05'53" East 19.18 feet; thence South 29°30'21" West 2564.73 feet to the point of beginning.

contains 20,442,101 sf or 469.29 acres more or less

**Exhibit "A"**  
**Legal Description of Project - Continued**  
**Depot Associates**  
**Core Section**

Beginning at a point which lies South 00°05'22" East 1169.30 feet along the East section line of Section 31, and West 3341.32 feet from the Northeast corner of Section 31, Township 3 South, Range 4 West, Salt Lake Base & Meridian; and traversing thence North 42°26'33" West 453.38 feet to the beginning of a 655.55-foot radius curve to the left; thence Northwesterly 209.87 feet along the arc of said curve through a central angle of 18°20'33"; thence North 60°46'16" West 682.39 feet; thence North 60°59'01" West 70.17 feet; thence North 09°14'27" East 59.19 feet; thence North 78°09'15" West 16.22 feet; thence North 25°17'08" West 33.77 feet; thence North 60°58'42" West 106.05 feet; thence North 60°30'03" West 158.59 feet; thence South 45°42'39" West 841.32 feet; thence South 64°32'49" West 427.42 feet; thence North 60°42'54" West 235.64 feet; thence North 58°24'17" West 544.52 feet; thence North 18°41'56" East 400.85 feet; thence North 24°35'35" West 102.73 feet; thence North 29°30'21" East 2564.73 feet; thence North 60°05'53" West 19.18 feet; thence South 72°31'59" West 106.06 feet; thence North 60°28'52" West 207.92 feet; thence South 34°36'27" West 7.93 feet; thence North 60°27'14" West 729.30 feet; thence North 29°19'59" East 1479.07 feet; thence South 60°29'52" East 1122.18 feet; thence North 29°29'11" East 117.47 feet to the beginning of a 772.00-foot radius curve to the left; thence Northeasterly 223.24 feet along the arc of said curve through a central angle of 16°34'05" to the point of reverse curvature of a 828.00-foot radius curve to the right; thence Northeasterly 239.03 feet along the arc of said curve through a central angle of 16°32'25"; thence North 29°27'30" East 939.07 feet to the beginning of a 1972.00-foot radius curve to the left; thence Northeasterly 47.03 feet along the arc of said curve through a central angle of 01°21'59"; thence North 28°05'31" East 252.30 feet to the beginning of a 2028.00-foot radius curve to the right; thence Northeasterly 48.37 feet along the arc of said curve through a central angle of 01°21'59"; thence North 29°27'30" East 1407.12 feet; thence North 60°33'45" West 954.86 feet; thence North 29°27'30" East 732.97 feet; thence South 60°32'30" East 929.86 feet to the beginning of a 25.00-foot radius curve to the left; thence Northeasterly 39.27 feet along the arc of said curve through a central angle of 90°00'00"; thence North 29°27'30" East 200.19 feet; thence North 60°32'30" West 144.41 feet; thence North 29°19'15" East 471.20 feet; thence South 60°02'31" East 145.61 feet to the beginning of a 628.00-foot radius curve to the right whose center bears South 59°45'37" East; thence Northeasterly 301.15 feet along the arc of said curve through a central angle of 27°28'31"; thence North 57°42'54" East 21.79 feet to a point on the South right-of-way line of State Highway 112; thence South 32°17'06" East 56.00 feet along said right-of-way line; thence leaving said right-of-way line South 57°42'54" West 21.79 feet to the beginning of a 572.00-foot radius curve to the left; thence Southwesterly 282.09 feet along the arc of said curve through a central angle of 28°15'24"; thence South 29°27'30" West 662.44 feet to the beginning of a 25.00-foot radius curve to the left; thence Southeasterly 37.70 feet along the arc of said curve through a central angle of 86°24'17" to the point of reverse curvature of a 428.00-foot radius curve to the right; thence Southeasterly 42.92 feet along the arc of said curve through a central angle of 05°44'43" to the point of compound curvature of a 1213.00-foot radius curve to the right; thence Southeasterly 705.39 feet along the arc of said curve through a

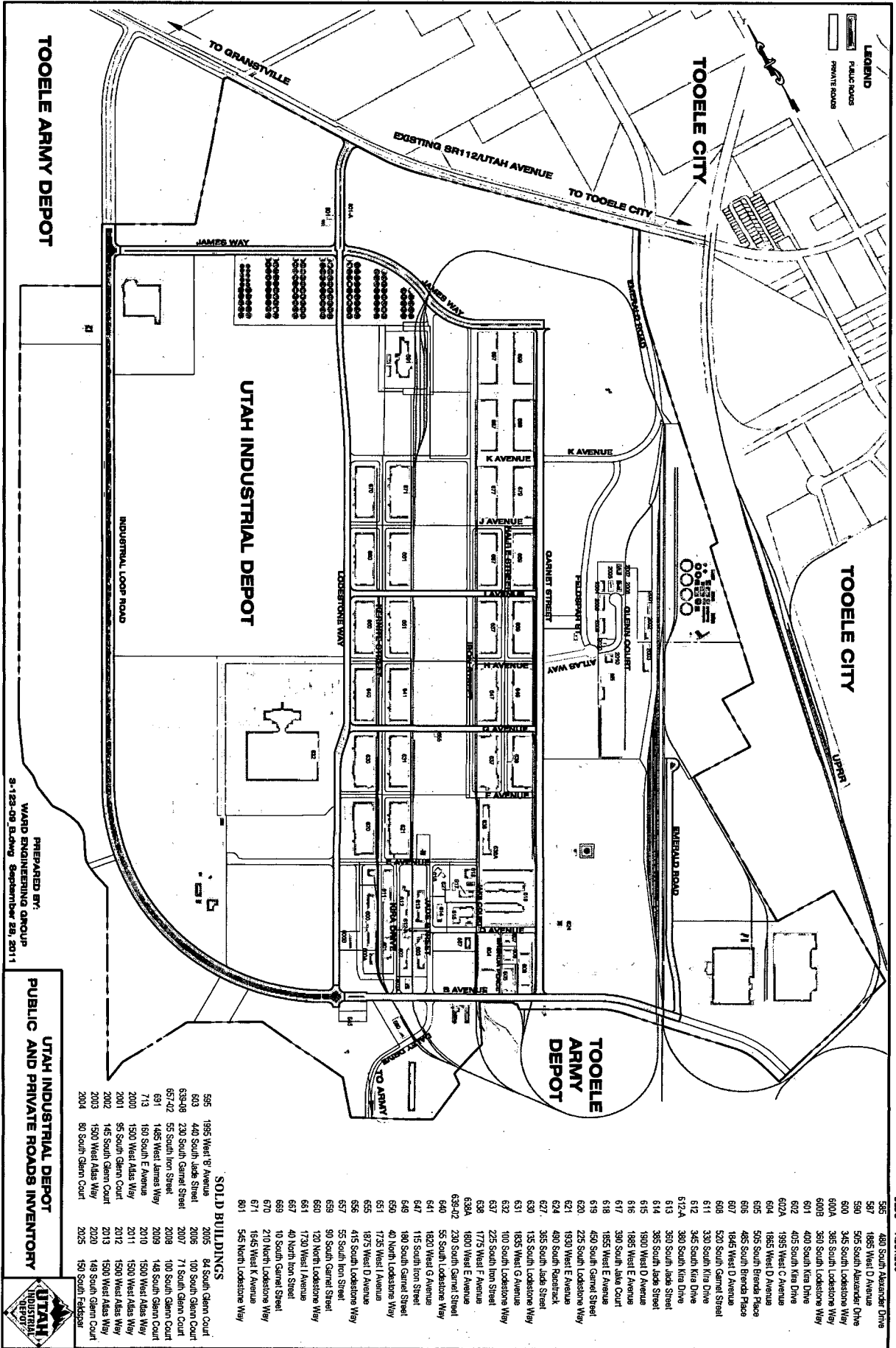
**Exhibit "A"**  
**Legal Description of Project - Continued**

central angle of  $33^{\circ}19'09''$  to the point of compound curvature of a 528.00-foot radius curve to the left; thence Southeasterly 150.29 feet along the arc of said curve through a central angle of  $16^{\circ}18'29''$  to the point of reverse curvature of a 572.00-foot radius curve to the left; thence Northwesterly 590.05 feet along the arc of said curve through a central angle of  $59^{\circ}06'14''$ ; thence South  $60^{\circ}40'39''$  East 530.55 feet to the beginning of a 25.00-foot radius curve to the left; thence Northeasterly 39.19 feet along the arc of said curve through a central angle of  $89^{\circ}48'26''$ ; thence South  $60^{\circ}29'05''$  East 66.00 feet; thence South  $29^{\circ}30'55''$  West 1294.85 feet to the beginning of a 25.00-foot radius curve to the left; thence Southeasterly 39.19 feet along the arc of said curve through a central angle of  $89^{\circ}49'12''$ ; thence South  $60^{\circ}18'17''$  East 585.03 feet to the beginning of a 452.00-foot radius curve to the left; thence Northeasterly 790.60 feet along the arc of said curve through a central angle of  $100^{\circ}13'00''$ ; thence North  $19^{\circ}28'42''$  East 92.19 feet; thence South  $70^{\circ}31'18''$  East 136.15 feet; thence South  $29^{\circ}32'58''$  West 6159.36 feet to the point of beginning.

contains 23,517,729 sf or 539.89 acres more or less

**Exhibit D-1**  
(Site Plan of Property)





PREPARED BY:  
WARD ENGINEERING GROUP  
3-128-08 Bldg September 28, 2011

**UTAH INDUSTRIAL DEPOT  
PUBLIC AND PRIVATE ROADS INVENTORY**



**SOLD BUILDINGS**

595	1985 West G Avenue	84	South Glenn Court
603	440 South Jade Street	100	South Glenn Court
639-48	230 South Garnet Street	2007	71 South Glenn Court
657-42	55 South Iron Street	2008	110 South Glenn Court
691	1485 West James Way	2009	148 South Glenn Court
713	1500 South E Avenue	2010	1500 West Alisa Way
2009	1500 West Alisa Way	2011	1500 West Alisa Way
2001	893 South Glenn Court	2012	1500 West Alisa Way
2002	145 South Glenn Court	2013	1500 West Alisa Way
2003	1500 West Alisa Way	2020	148 South Glenn Court
2004	80 South Glenn Court	2025	150 South Fiddler

596	1985 West G Avenue	480	South Alexander Drive
597	1855 West D Avenue	597	1855 West D Avenue
599	505 South Alexander Drive	599	505 South Alexander Drive
600	345 South Lodestone Way	600	345 South Lodestone Way
600A	385 South Lodestone Way	600A	385 South Lodestone Way
600B	360 South Lodestone Way	600B	360 South Lodestone Way
601	400 South Kira Drive	601	400 South Kira Drive
602	405 South Kira Drive	602	405 South Kira Drive
602A	1985 West C Avenue	602A	1985 West C Avenue
604	1855 West D Avenue	604	1855 West D Avenue
605	505 South Brenda Place	605	505 South Brenda Place
606	485 South Brenda Place	606	485 South Brenda Place
607	1845 West D Avenue	607	1845 West D Avenue
608	520 South Garnet Street	608	520 South Garnet Street
611	330 South Kira Drive	611	330 South Kira Drive
612	345 South Kira Drive	612	345 South Kira Drive
612-A	360 South Kira Drive	612-A	360 South Kira Drive
613	360 South Jade Street	613	360 South Jade Street
614	365 South Jade Street	614	365 South Jade Street
615	1900 West D Avenue	615	1900 West D Avenue
616	1985 West E Avenue	616	1985 West E Avenue
617	390 South Jade Court	617	390 South Jade Court
618	1855 West E Avenue	618	1855 West E Avenue
619	450 South Garnet Street	619	450 South Garnet Street
620	225 South Lodestone Way	620	225 South Lodestone Way
621	1830 West E Avenue	621	1830 West E Avenue
624	480 South Alexander	624	480 South Alexander
627	385 South Jade Street	627	385 South Jade Street
630	135 South Lodestone Way	630	135 South Lodestone Way
631	1835 West G Avenue	631	1835 West G Avenue
632	100 South Lodestone Way	632	100 South Lodestone Way
637	225 South Iron Street	637	225 South Iron Street
638	1775 West F Avenue	638	1775 West F Avenue
638A	1800 West E Avenue	638A	1800 West E Avenue
639-42	230 South Garnet Street	639-42	230 South Garnet Street
640	55 South Lodestone Way	640	55 South Lodestone Way
641	1820 West G Avenue	641	1820 West G Avenue
642	115 South Iron Street	642	115 South Iron Street
646	180 South Garnet Street	646	180 South Garnet Street
650	40 North Lodestone Way	650	40 North Lodestone Way
651	1735 West I Avenue	651	1735 West I Avenue
655	1875 West D Avenue	655	1875 West D Avenue
656	415 South Lodestone Way	656	415 South Lodestone Way
657	55 South Iron Street	657	55 South Iron Street
659	90 South Garnet Street	659	90 South Garnet Street
660	120 North Lodestone Way	660	120 North Lodestone Way
661	1730 West I Avenue	661	1730 West I Avenue
667	40 North Iron Street	667	40 North Iron Street
669	10 South Garnet Street	669	10 South Garnet Street
670	210 North Lodestone Way	670	210 North Lodestone Way
671	1645 West K Avenue	671	1645 West K Avenue
801	545 North Lodestone Way	801	545 North Lodestone Way

**LEGEND**  
PUBLIC ROADS  
PRIVATE ROADS

**TOOELE CITY**

**TOOELE CITY**

**TOOELE ARMY DEPOT**

**TOOELE ARMY DEPOT**

**UTAH INDUSTRIAL DEPOT**

TO GRANVILLE

EXISTING SR112UTAH AVENUE

TO TOOELE CITY

JAMES WAY

INDUSTRIAL LOOP ROAD

INDUSTRIAL LOOP ROAD

INDUSTRIAL LOOP ROAD

LODESTONE WAY

LODESTONE WAY

LODESTONE WAY

LODESTONE WAY

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LODESTONE WAY

**EXHIBIT A**

(Tax Parcels of the Properties)

16-005-0-0101, 16-005-0-0102, 16-005-0-0104, 17-009-0-1302, 17-009-0-1303,  
17-044-0-1801, 17-044-0-1802, 17-092-0-3001, 17-092-0-3002, 17-092-0-3003, 17-092-0-3004,  
17-063-0-3101, 17-063-0-3102, 17-064-0-3201, 17-064-0-3202, 17-065-0-3301, 17-066-0-3401,  
17-067-0-3501, 17-067-0-3502, 17-069-0-3601, 17-070-0-3702, 17-039-0-3802, 17-075-0-4003,  
16-004-0-0002, 15-075-0-0004, 15-018-0-0002, 02-017-0071, Part of 02-132-0-0030,  
Part of 02-017-0-0071, 18-034-0-0001, 18-034-0-0002, and 18-034-0-0003, 02-134-0-0006,  
02-134-0-0010, 02-017-0-0014, 02-017-0-0022, 02-017-0-0069, 02-017-0-0050, 02-017-0-0051,  
02-017-0-0046, 02-017-0-0009, 02-017-0-0070, 02-017-0-0013, 02-017-0-0011, 02-017-0-00R4,  
02-018-0-0017, 02-134-0-0002, 02-132-0-0029, 15-018-0-0001, 15-075-0-0002, 15-028-0-0201,  
15-062-0-0001, 15-062-0-0002, 16-004-0-0001, 16-021-0-0001, 16-005-0-0100, 16-071-0-1401,  
16-002-0-0001, 16-005-0-0103, 16-089-0-1201, 16-003-0-0001, 16-035-0-1001, 16-088-0-0901,  
16-088-0-0902, 17-044-0-1803, 17-037-0-1701, 17-039-0-3801, 17-009-0-000A, 17-009-0-1304,  
17-009-0-1305, 18-013-0-801A, 10-029-F-0005.