

WHEN RECORDED RETURN TO:

OBK Kimball Junction LLC
1255 Post Street #950
San Francisco, CA 94109

WITHDRAWAL AND DISCLAIMER AND EASEMENT AGREEMENT

This **DISCLAIMER AND WITHDRAWAL AND EASEMENT AGREEMENT** ("**Agreement**") is entered into this 1st day of November, 2007 by **NAVNISH PARK CITY, LLC**, a Delaware limited liability company ("**Navnish**"), **OBK KIMBALL JUNCTION, LLC**, a Delaware limited liability company ("**OBK**") and **SMITH'S FOOD & DRUG CENTERS, INC.**, an Ohio corporation ("**Smith's**").

RECITALS

WHEREAS, **OBK**, as successor in interest to **GFI-Park City Investments Limited Partnership**, a Utah limited partnership, and **Smith's**, as successor in interest to **John W. Jarman, Helen B. Jarman, and Bailey & Sons Company**, a Utah corporation (collectively "**Declarants**"), are parties to that certain Declaration of Covenants, Conditions and Restrictions, Grant of Easements, dated December 31, 1991 and recorded March 11, 1992 as Entry No. 355433 in Book 650 at Page 418 of the Official Records of Summit County, Utah, and all amendments thereto as more particularly described in Recital B of the Restatement (as defined below) (collectively, the "**Original Declaration**"); and

WHEREAS, the Original Declaration was recorded against and governs that certain property known as "**The Village at Kimball Junction**" located in Park City, Summit County, State of Utah, more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Shopping Center**"); and

WHEREAS, **Navnish** is the owner of that certain property known as Lot 6 in the Original Declaration, which property is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference (the "**Navnish Parcel**"), which **Navnish Parcel** was originally included as part of the "**Shopping Center**" as such term was defined in the Original Declaration; and

WHEREAS, **Declarants** have entered into and recorded that certain Total Restatement of Declaration of Covenants, Conditions and Restrictions, Grant of Easements, dated as of March 30, 2007, which agreement was recorded on April 2, 2007 as Entry No. 808708 in Book 1856 at Page 1070 ("**Restatement**") and replaces the Original Declaration, which Restatement excludes the **Navnish Parcel** from the "**Shopping Center**" as defined in the Original Declaration; and

WHEREAS, any amendment or modification to the Original Declaration required the consent by each Responsible Owner (as defined in the Original Declaration); and

WHEREAS, Navnish maintains that it is a Responsible Owner and a necessary signatory to any amendment, modification or restatement of the Original Declaration; and

WHEREAS, Navnish desires that the Navnish Parcel not be a part of the Shopping Center, and that the Navnish Parcel be withdrawn and exempted from the Original Declaration and the Restatement, subject to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Responsible Owners hereby declare and agree as follows,

1. Agreement of Withdrawal. The Navnish Parcel is hereby excluded and removed from the Shopping Center, and the Navnish Parcel is expressly withdrawn and exempted from the Original Declaration and Restatement.

2. Navnish Ratification and Acknowledgment. Navnish hereby ratifies and consents to the exclusion and exemption of the Navnish Parcel from the Shopping Center and further, subject to the terms and conditions of this Agreement, hereby consents to and ratifies the Restatement. Navnish acknowledges it has never been billed for assessments for the maintenance and use of the Common Areas in the Shopping Center, and Declarants hereby agree that Navnish does not owe, nor will Navnish owe, any amounts under either the Original Declaration or the Restatement, and Declarants hereby waive all claims any of them may have against Navnish for such amounts.

3. Access From East Connecting Service Drive. Notwithstanding anything to the contrary herein, the parties hereby agree that Navnish may maintain the presently existing curb cut into the "Service Driveway" as depicted on Exhibit "C" attached hereto (the "Site Plan") and Declarants hereby grant to Navnish and their successors and assigns, for the benefit of Navnish and their employees, agents, contractors and invitees, a perpetual non-exclusive easement for access, ingress and egress to and from the Navnish Parcel over the Service Driveway; provided nothing contained in this paragraph shall prevent the Responsible Owners from making changes to the Service Driveway as such changes may be allowed under the Restatement so long as no such change eliminates or materially and adversely affects Navnish's access, ingress and egress over the Service Driveway as contemplated hereby.

4. Utilities and Easements. Notwithstanding anything to the contrary herein, the Declarants hereby agree that Navnish shall be allowed to maintain, repair or replace, and Declarants hereby grant to Navnish, its successors and assigns, a perpetual non-exclusive easement to maintain, repair and replace its current connections to each of the storm sewer, water main and other utilities located on any part of the Shopping Center and which currently service the Navnish Parcel (the "Utility Lines") in each of their existing locations. Additionally, the Declarants hereby grant a perpetual non-exclusive easement over, across, through or under the Common Areas of the Shopping Center for the benefit of the Navnish Parcel to operate, maintain, repair and replace the Utility Lines and any other storm drains, detention and retention ponds, electric lines, gas mains and gas lines, telephone or other communications lines and water lines currently servicing the Navnish Parcel (collectively, the "Utilities"), including any currently

existing service pipes, lines, connections or other components auxiliary to the Utilities (the "Auxiliary Components"). Navnish hereby grants a perpetual non-exclusive easement over, across, through or under the non building areas of the Navnish Parcel for the benefit of the Shopping Parcel to operate, maintain, repair and replace the current surface and storm drainage utilized by the Shopping Center (the "Drainage Easement").

5. Relocation. The Declarants hereby agree for themselves and for the Owners, and, Navnish hereby agrees for itself and its successors and assigns, that the grantor of any of the easements granted pursuant to this Agreement, shall have the right to relocate on the land of the grantor any such storm drains, detention and retention ponds, sewers, drains, mains, and lines and related equipment then located on the land of the grantor, provided that such relocation shall be performed only after thirty (30) days notice shall be given to the grantee of the grantor's intention to so relocate, and such relocation: (a) shall not unreasonably interfere with or diminish the drainage or detention capacity or utility services to the grantee; (b) shall not reduce or unreasonably impair the usefulness or function of such drainage, detention or utility; (c) shall be performed without cost or expense to grantee; and (d) shall be made in accordance with and subject to applicable governmental ordinances, building codes, regulatory review, restrictions, etc. The parties acknowledge and agree that the foregoing relocation provision is intended to be consistent with Section 6.07 of the Restatement.

6. Utilities Maintenance. The Declarants hereby agree for themselves and for the Owners, and, Navnish hereby agrees for itself and its successors and assigns that the grantee (or grantees if more than one) of any of the drainage and utility easements referred to in this Agreement shall be responsible as between the grantor and the grantee (or grantees if more than one) thereof for the installation, maintenance, and repair of all sanitary sewers, storm drains, pipes and conduits, mains and lines and related equipment installed pursuant to such grant, and each such grantee agrees to maintain, repair and replace the same as necessary in order to maintain the same in good condition or repair. Any such maintenance and repair shall be performed only after two (2) weeks notice to the grantor of the grantee's (or grantees', as the case may be) intention to do such work, except in the case of emergency, and any such work shall be done without cost or expense to the grantor, and in such manner as to cause as little disturbance as may be practicable under the circumstances. The parties acknowledge and agree that the foregoing utility maintenance provision is intended to be consistent with Section 6.06 of the Restatement.

7. Breach. The Declarants, for themselves and for each Owner, and Navnish for themselves and their successors and assigns, hereby agree and acknowledge that each shall have the right, in addition to any other remedies, in the event of a breach hereunder, after providing ten (10) days prior notice (except in the case of an emergency for which no notice shall be required), to cure any breach of the other party in order to restore utility service, storm drainage or access to the benefitted parcel.

8. Mutual Disclaimer. Except as specifically provided for herein, Navnish hereby disclaims any right, title and interest in and to the Declarants' parcels or under the Declaration or Restatement. Smith's and OBK hereby disclaim any right, title or interest in and/or to the Navnish Parcel.

9. Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns, and shall be "covenants running with the land".

10. Entire Agreement; Integration; Amendment. This Agreement and the items incorporated herein contain all the agreements of the parties hereto with respect to the matters contained herein; and supersedes all prior verbal and/or written agreements, representations and understandings of the parties, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized officers or representatives of each of the parties hereto.

11. Governing Law. Attorneys Fees. This Agreement shall be governed by the laws of the State of Utah. Should any party default under the terms of this Agreement, any other party damaged thereby shall have the right to recover all reasonable attorney's fees and costs incurred in enforcing the provisions of this Agreement.

12. Defined Terms. All capitalized terms contained herein but not specifically defined herein shall have the meanings ascribed to such terms in the Restatement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[signature pages follow]

NAVNISH PARK CITY, LLC
a Delaware limited liability company



By: VAMSI BONTHALA
Its: PRINCIPAL

STATE OF New York
COUNTY OF New York

The foregoing was acknowledged before me this 1st day of November,
2007 by VAMSI BONTHALA, as PRINCIPAL of NAVNISH PARK
CITY, LLC, a Delaware limited liability company.



Notary Public

VINEETA MAHAJAN
Notary Public, State of New York
No. 02MA6167262
Qualified in NEW YORK County
Commission Expires MAY 29, 2010



OBK KIMBALL JUNCTION, LLC,
a Delaware limited liability company

Randall J. Sperring

By: RANDALL J. SPERRING
Its: CEO, O'BRIEN KIERNAN INVESTMENT CO.,
ITS MANAGING MEMBER

STATE OF California
COUNTY OF SAN FRANCISCO

The foregoing was acknowledged before me this 12th day of November,
2007 by Randall J. Sperring, as CEO/managing member of OBK KIMBALL
JUNCTION, LLC, a Delaware limited liability company.

Dale Geoffrey Major
Notary Public

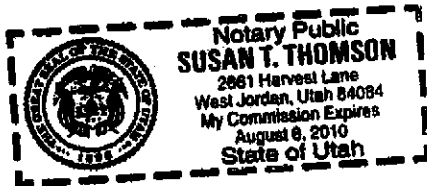


SMITH'S FOOD & DRUG CENTERS, INC.
an Ohio corporation

Kyle S. McKay
By: Kyle S. McKay
Its: Vice President

STATE OF UTAH
COUNTY OF SALT LAKE

The foregoing was acknowledged before me this 11th day of NOVEMBER,
2007 by KYLE S. MCKAY, as VICE PRESIDENT of SMITH'S FOOD
& DRUG CENTERS, INC., an Ohio corporation.



Susan T. Thomson
Notary Public

EXHIBIT "A"

Description of Shopping Center

PARCEL 1:¹

A tract of land being a portion of Lot 1, of The Village at Kimball Junction Subdivision, located in the West half of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, State of Utah. The basis of bearing being between the Northwest corner and the Southwest corner of said section the bearing being South 00°04'26" East. Tract being more particularly described as follows:

Beginning at a point, said point being 144.57 feet North 00°16'14" West from the Southwest corner of said Lot 1 (said Southwest corner being 2667.41 feet South 89°46'57" East along the section line and 1857.05 feet South 00°16'14" East from the Northwest corner of said section), and running thence North 00°16'14" West, a distance of 411.43 feet; thence North 89°43'46" East, a distance of 336.50 feet; thence South 00°16'14" East, a distance of 49.58 feet; thence East, a distance of 162.77 feet; thence North 00°16'14" West, a distance of 177.74 feet; thence North 89°43'46" East, a distance of 177.06 feet; thence South 00°16'14" East, a distance of 683.38 feet; thence South 89°43'46" West, a distance of 503.98 feet; thence North, a distance of 142.74 feet; thence North 89°39'59" West, a distance of 173.05 feet to the POINT OF BEGINNING.

Containing 365,658.09 square feet or 8.3944 acres, more or less.

PARCEL 1A:²

A tract of land being a portion of Lot 1, of The Village at Kimball Junction Subdivision, located in the West half of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, State of Utah. Basis of bearing being between the Northwest corner and the Southwest corner of said section, bearing being South 00°04'26" East. Tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 1, of said subdivision (said Southwest corner being 2667.41 feet South 89°46'57" East along the section line and 1857.05 feet South 00°16'14" East from the Northwest corner of said section), and running thence North 00°16'14" West, a distance of 144.57 feet; thence South 89°39'59" East, a distance of 173.05 feet; thence South, a distance of 142.74 feet; thence South 89°43'46" West, a distance of 172.37 feet to the POINT OF BEGINNING.

Containing 24,809.28 square feet or 0.5695 acres, more or less.

¹ See Exhibit D to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

² See Exhibit D-1 to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

PARCEL 2:³

FOOD MARKET PARCEL OR "LOT 2":

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89° 46' 57" East 2667.41 feet, said point being North Quarter Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 00° 16' 14" East 1857.05 feet along center section line of Section 19; thence South 89° 43' 46" West 676.33 feet to the true point of beginning.

Commencing at the true point of beginning, thence South 89° 43' 46" West 342.08 feet; thence North 00° 16' 14" West 941.57 feet to a point on the southerly right-of-way of the so called East Frontage Road; thence South 89° 17' 51" East 254.16 feet to the beginning of a radial curve, concave to the north, having a radius of 555.87 feet; thence easterly along said curve 79.62 feet through a central angle of 08° 12' 25"; thence South 07° 30' 00" East 67.70 feet; thence South 00° 16' 14" East 133.92 feet; thence North 89° 43' 46" East 111.50 feet; thence South 00° 16' 14" East 184.53 feet; thence South 89° 43' 46" West 111.50 feet; thence South 00° 16' 14" East 556.00 feet to said true point of beginning, containing 7.84 acres, more or less.

A PORTION OF "LOT 2" OF THE VILLAGE AT KIMBALL JUNCTION:

According to the official plat thereof on file and of record with the Recorder of Summit County, State of Utah, and also described as follows:

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89° 46' 57" East 2667.41 feet, said point being North Quarter Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 00° 16' 14" East 1857.05 feet along center section line of Section 19; thence South 89° 43' 46" West 676.33 feet to the true point of beginning.

Commencing at the true point of beginning, thence South 89° 43' 46" West 342.08 feet; thence North 00° 16' 14" West 788.06 feet to a point on the southerly right-of-way of the so called East Frontage Road; thence South 89° 17' 51" East 254.16 feet to the beginning of a radial curve, concave to the north, having a radius of 555.87 feet; thence easterly along said curve 79.62 feet through a central angle of 08° 12' 25"; thence South 07° 30' 00" East 67.70 feet; thence South 00° 16' 14" East 133.92 feet; thence North 89° 43' 46" East 111.50 feet; thence South 00° 16' 14" East 184.53 feet; thence South 89° 43' 46" West 111.50 feet; thence South 00° 16' 14" East 402.49 feet to said true point of beginning, containing 6.60 acres, more or less.

³ See Exhibit E to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

PARCEL 2A:⁴

Beginning at the Southeast corner of Lot 3, The Village at Kimball Junction as recorded and on file in the Summit County Recorder's Office, and running thence North 00° 16' 14" West, 153.51 feet; thence North 89° 43' 46" East, 342.08 feet; thence South 00° 16' 14" East, 153.51 feet; thence South 89° 43' 46" West, 342.08 feet to the point of beginning, also to be shown as Lot 2A. Reserving unto the owner of Lot 2 a 35.0 foot access easement over and across the following:

Beginning at a point which is N 89° 43' 46" East 115.00 feet from the Southwest corner of Lot 2, The Village at Kimball Junction, according to the Original Plat of Lot 2, on file in the Office of the Summit County Recorder; thence North 0° 16' 14" West 153.51 feet; thence North 89° 43' 46" East 35.00 feet; thence South 0° 16' 14" East 153.51 feet; thence South 89° 43' 46" West 35.00 feet to the point of beginning; with a 7.5 foot landscape buffer easement on the east and west sides of the easement. The 35.00 foot access easement with adjacent landscape buffer is relocatable by the owner of Lot 2A but only with the advanced written approval of the owner of Lot 2 which approval shall be in its sole and absolute discretion.

⁴ See Exhibit F to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

PARCEL 3:⁵

A portion of Lot 3, of THE VILLAGE AT KIMBALL JUNCTION, being part of the Northwest Quarter of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah, described as follows:

Beginning at the Northwest corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah; thence South 89°46'57" East 2667.41 feet along the North section line of said Section 19 to the North Quarter Corner of said Section 19; thence South 00°16'14" East 752.13 feet along the East line of the Northwest Quarter of said Section 19 to a point which lies on the South right-of-way line of the East Frontage Road UDOT #060; thence along said right-of-way line the following five courses: 1) North 34°19'06" West 23.15 feet to a point of tangency; 2) along a curve to the left 173.34 feet whose central angle is 39°29'32" and whose radius is 251.48 feet to a point of tangency; 3) South 68°25'28" West 397.20 feet to a point of tangency; 4) along a curve to the right 216.14 feet whose central angle is 22°16'41" and whose radius is 555.87 feet to a point of tangency; 5) North 89°17'51" West 444.24 feet to the Northwest corner of Lot 4, The Village at Kimball Junction, as recorded in the Summit County Recorder's Office; thence along the West line of said Lot 4 the following three courses: 1) South 07°04'10" East 160.62 feet, 2) South 04°57'15" West 254.43 feet; 3) South 00°27'00" West 99.59 feet to the Southwest corner of said Lot 4; thence South 00°27'00" West 193.22 feet to the true point of beginning; thence North 89°43'46" East 197.89 feet to the West line of Lot 2, The Village at Kimball Junction, as recorded in the Summit County Recorder's Office; thence South 00°16'14" East 239.13 feet along the West line of said Lot 2 to the Southwest corner of said Lot 2, said point also lying on the North right-of-way line of a public road known as "Uintah Way"; thence along said North right-of-way line of Uintah Way the following three courses: 1) South 89°43'46" West 95.87 feet; 2) North 00°27'00" East 15.00 feet; 3) North 89°33'00" West 82.91 feet to the Southeast corner of Parcel A, The Village at Kimball Junction, as recorded in the Summit County Recorder's Office; thence along the East line of said Parcel A the following three courses: 1) North 00°27'00" East 46.95 feet; 2) North 89°33'00" West 22.10 feet; 3) North 00°27'00" East 175.89 feet to the point of beginning.

⁵ See Exhibit G to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

PARCEL 3A:⁶

A portion of Lots 3 and 4, the Village at Kimball Junction, according to the official plat thereof on file and of record, in the Office of the Summit County Recorder, also being a part of the Northwest Quarter of Section 19, Township 1 South, Range 4 East of the Salt Lake Base and Meridian, Summit County, Utah described as follows:

Commencing at the Northwest Corner of Section 19, Township 1 South, Range 4 East of the Salt Lake Base and Meridian, Summit County, Utah: thence South $89^{\circ}46'57''$ East, 2667.41 feet along the North Section Line of said Section 19 to the North Quarter Corner of Said Section 19; thence South $00^{\circ}16'14''$ East, 752.13 feet along the East Line of the Northwest Quarter of said Section 19 to a point which lies on the South right-of-way line of the East Frontage Road UDOT #060; thence along said right-of-way line the following five courses: 1) North $34^{\circ}19'06''$ West 23.15 feet to a point of non-tangency; 2) along a curve to the left, 173.34 feet whose central angle is $39^{\circ}29'32''$ and whose radius is 251.48 feet to a point of tangency (chord bears south $88^{\circ}10'15''$ West, a distance of 169.93 feet thence; 3) south $68^{\circ}25'28''$ West 397.20 feet to a point of tangency; 4) along a curve to the right 216.14 feet whose central angle is $22^{\circ}16'41''$ and whose radius of 555.87 feet, to a point of tangency; 5) North $89^{\circ}17'51''$ West 444.24 feet to the Northwest Corner of Lot 4, the Village at Kimball Junction, as recorded in the Summit County Recorder's Office; thence South $01^{\circ}01'50''$ East 320.92 feet to the point of beginning; thence north $89^{\circ}43'46''$ East, 185.80 feet to the West Line of Lot 2 of said Village at Kimball Junction; thence South $00^{\circ}16'14''$ East 384.77 feet along said West Line; thence South $89^{\circ}43'46''$ West 197.89 feet to the East Line of Parcel A of said Village at Kimball Junction; thence North $00^{\circ}27'00''$ East 292.81 feet along said East Line; thence north $04^{\circ}57'15''$ East, 92.36 feet along said East Line to the point of beginning.

Basis bearing used was the North Line of the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, assumed to be South $89^{\circ}46'57''$ East.

⁶ See Exhibit H to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

PARCEL 4:⁷

PARCEL 4:

Part of Lot 4, of the Village at Kimball Junction, according to the official plat thereof on file and of record with the Recorder of Summit County, State of Utah, and also being more particularly described as follows:

Part of the Northwest Quarter of Section 19, Township 1 South, Range 4 East of the Salt Lake Base and Meridian, Summit County, Utah described as follows:

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East of the Salt Lake Base and Meridian, Summit County, Utah; thence South 89° 46 min 57 sec East, 2667.41 feet along the North section line of said Section 19 to the North Quarter Corner of said Section 19; thence South 00° 16 min 14 sec East, 752.13 feet along the east line of the Northwest Quarter of said Section 19 to a point which lies on the south right-of-way line of the East Frontage Road UDOT #060; thence along said right-of-way line the following five courses: 1) North 34° 19 min 06 sec West, 23.15 feet to a point on a curve; 2) along a curve to the left, 173.34 feet whose central angle is 39° 29 min 32 sec and whose radius is 251.48 feet and whose chord bears South 88° 10 min 15 seconds West 169.93 feet to a point of tangency; 3) South 68° 25 min 28 sec West, 397.20 feet to a point of tangency; 4) along a curve to the right, 216.14 feet whose central angle is 22° 16 min 41 sec and whose radius is 555.87 feet, to a point of tangency; 5) North 89° 17 min 51 sec West, 444.24 feet to the Northwest corner of Lot 4 and true point of beginning; thence along the West line of said Lot 4 the following two courses: 1) South 07° 04 min 10 sec East, 160.62 feet; 2) South 04° 57 min 15 sec West, 162.07 feet; thence North 89° 43 min 46 sec East, 185.80 feet to the East line of said Lot 4; thence North 00° 16 min 14 sec West, 317.67 feet along said East line of said Lot 4 to the Northeast corner of said Lot 4 said corner lying on the south right-of-way line of said East Frontage Road UDOT #060; thence North 89° 17 min 51 sec West, 190.08 feet along said south right-of-way line to the point of beginning.

PARCEL 2:

Part of the Northwest Quarter of Section 19, Township 1 South, Range 4 East of the Salt Lake Base and Meridian, Summit County, Utah described as follows:

Commencing at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89° 46 min 57 sec East, 2667.41 feet along the North Section line of said Section to the North Quarter Corner of said Section 19; thence South 00° 16 min 14 sec East 752.13 feet along the East line of the Northwest Quarter of said Section 19 to a point which lies on the south right-of-way line of East Frontage Road UDOT #060; thence along said Right-of-Way Line the following five courses: 1) North 34° 19 min 06 sec West, 23.15 feet to a point on a curve; 2) Along a curve

⁷ See Exhibit I to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

to the left, 173.34 feet whose central angle is 39°29 min 32 sec and whose radius is 251.48 feet chord bears South 88° 10 min 15 sec West, 169.93 feet to a point of tangency; 3) South 68° 25 min 28 sec West, 397.20 feet to a point of tangency; 4) Along a curve to the right, 216.14 feet whose central angle is 22° 16 min 41 sec and whose radius is 555.87 feet, to a point of tangency; 5) North 89° 17 min 51 sec West, 444.24 feet to the Northwest Corner of Lot 4 and the true point of beginning; thence South 7° 04 min 10 sec East, a distance of 160.62 feet to a point; thence South 4° 57 min 15 sec West, a distance of 162.07 feet to a point; thence North 1° 01 min 50 sec West, a distance of 320.92 feet to the point of beginning.

PARCEL 5:⁸

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89° 46' 57" East 2667.41 feet, said point being North Quarter Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 00° 16' 14" East 1173.67 feet along center section line of Section 19; thence South 89° 43' 46" West 177.06 feet to the true point of beginning.

Commencing at the true point of beginning, thence South 00° 16' 14" East 176.96 feet; thence South 89° 43' 46" West 162.77 feet; thence North 00° 16' 14" West 49.58 feet; thence South 89° 43' 46" West 225.00 feet; thence North 00° 16' 14" West 184.53 feet; thence North 89° 43' 46" East 28.36 feet; thence North 00° 16' 14" West 175.63 feet; thence North 18° 15' 57" West 61.05 feet to the beginning of a radial curve concave to the north having a radius of 555.87 feet; thence northeasterly along said curve 2.63 feet through a central angle of 00° 16' 16"; thence North 68° 25' 28" East 67.49 feet; thence South 18° 15' 57" East 119.57 feet; thence North 89° 43' 46" East 159.04 feet; thence South 30° 16' 14" East 233.93 feet to said true point of beginning, containing 2.93 acres, more or less.

⁸ See Exhibit J to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

PARCEL "A"⁹

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89°46'57" East 2667.41 feet, said point being North Quarter Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 00°16'14" East 1173.67 feet along center section line of Section 19; thence South 89°43'46" West 1114.29 feet; thence North 00°27'00" East 15.00 feet; thence North 89°33'00" West 82.91 feet to the true point of beginning.

Commencing at the true point of beginning, thence North 89°33'00" West 82.09 feet to a point on the easterly right-of-way of Utah Highway 224; thence North 00°27'00" East 517.64 feet; thence North 04°57'15" East 250.47 feet; thence North 07°04'10" West 151.37 feet; thence North 00°07'59" East 11.39 feet to the intersection of the U-224 right-of-way and the southerly right-of-way of the so-called East Frontage Road; thence South 89°17'51" East 59.15 feet; thence South 07°04'10" East 160.62 feet; thence South 04°57'15" West 254.43 feet; thence South 00°27'00" West 468.70 feet; thence South 89°33'00" East 22.10 feet; thence South 00°27'00" West 46.95 feet to said true point of beginning, containing 1.31 acres, more or less.

PARCEL "D"¹⁰

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89°46'57" East 2667.41 feet, said point being North Quarter Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 00°16'14" East 971.08 feet along center section line of Section 19 to the true point of beginning.

Commencing at the true point of beginning, thence South 00°16'14" East 202.59 feet; thence South 89°43'46" West 177.06 feet; thence North 30°16'14" West 233.93 feet; thence North 89°43'46" East 294.03 feet to said true point of beginning, containing 1.09 acres, more or less.

⁹ See Exhibit K to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

¹⁰ See Exhibit L to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

PARCEL "E"¹¹

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89°46'57" East 2667.41 feet, said point being North Quarter corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 00°16'14" East 1173.67 feet along center section line of Section 19; thence South 89°43'46" West 676.33 feet; thence North 00°16'14" West 740.53 feet to the true point of beginning.

Thence commencing from said true point of beginning, thence North 00°16'14" West 133.92 feet; thence North 07°30'00" West 67.70 feet to a point on a radial curve along the southerly right-of-way line of the so-called East Frontage Road, said curve being concave to the north and having a radius of 555.87 feet; thence easterly along said curve 133.88 feet through a central angle of 13°48'00" thence South 18°15'57" East 61.05 feet; thence South 00°16'14" East 175.63 feet; thence South 89°43'46" West 139.86 feet to said true point of beginning, containing 0.69 acres, more or less.

NEW PARCEL DESCRIPTION FOR UINTA BLVD.¹²

Beginning at a point on the west line of the Village at Kimball Junction subdivision, said point being S 0° 16' 14"E 1857.05 feet from the North Quarter corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian; Thence S 0° 16'14" E 70.00 feet; Thence S 89° 43' 46' W 1115.17 feet; Thence S 0° 27' 00" W 15.00 feet; Thence N 89° 33' 00"W 165.00 feet; Thence N 0° 27' 00"E 100.00 feet; Thence S 89° 33' 00" E 165.00 feet; Thence S 0° 27' 00" W 15.00 feet; Thence N 89° 43' 46" E 1114.29 feet to the point of beginning. Contains 94,531 sq. ft. or 2.17 acres.

¹¹ See Exhibit M to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

¹² See Exhibit N to Total Restatement of Declaration of Covenants and Restrictions, Grant of Easements Recorded April 2, 2007 as Entry No. 00808708.

EXHIBIT "B"

Description of Navnish Parcel¹³

ALL OF "LOT 6" OF THE VILLAGE AT KIMBALL JUNCTION according to the official plat thereof on file and of record with the Recorder of Summit County, State of Utah, and also described as follows:

Beginning at the Northwest Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 89°46'57" East 2667.41 feet, said point being North Quarter Corner of Section 19, Township 1 South, Range 4 East, Salt Lake Base and Meridian, Summit County, Utah; thence South 00°16'14" East 752.13 feet; along center section line of Section 19 to the true point of beginning.

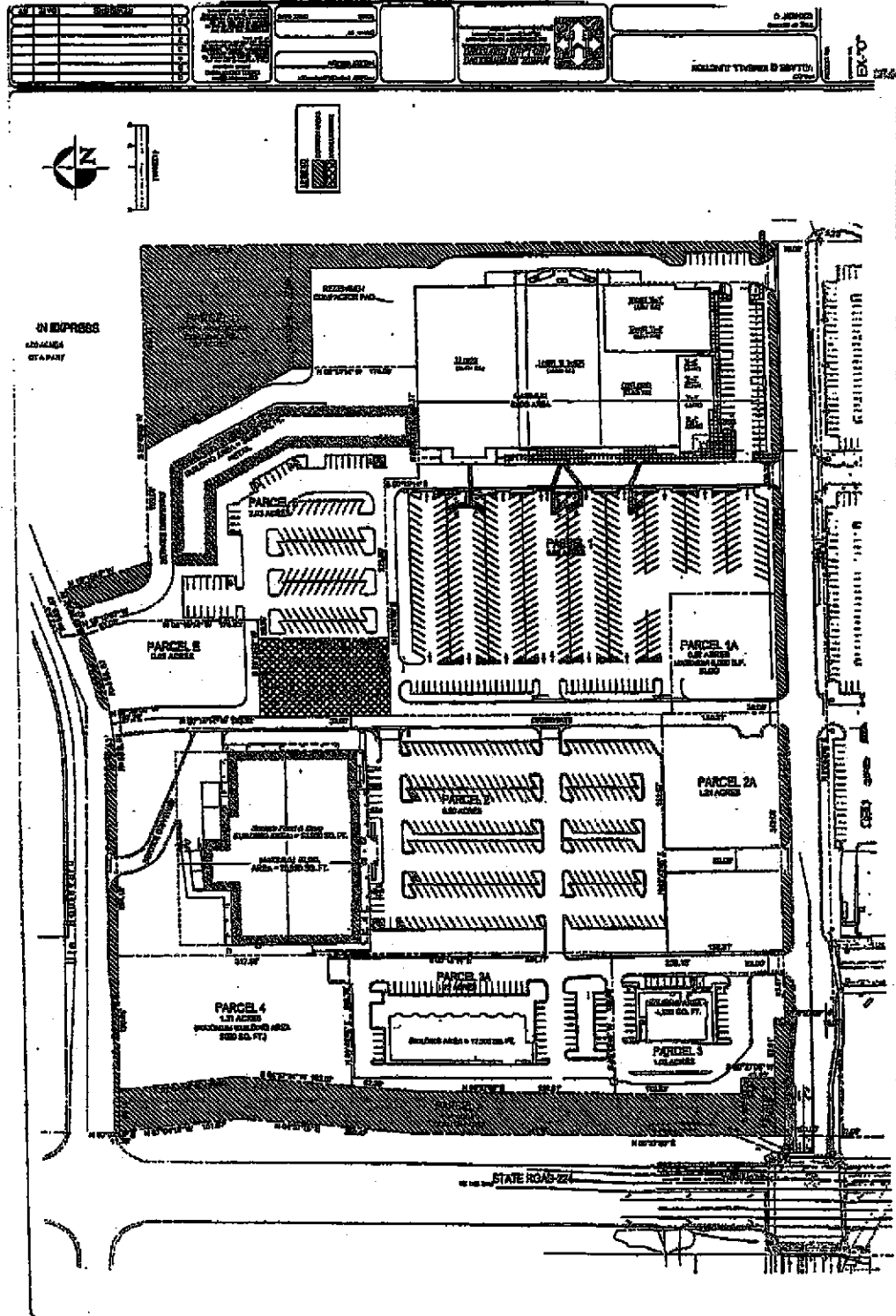
Commencing at the true point of beginning, thence South 00°16'14" East 218.95 feet; thence South 89°43'46" West 453.07 feet; thence North 18°15'57" West 119.57 feet; thence North 68°25'28" East 329.71 feet to the beginning of a radial curve concave to the south and having a radius of 251.48 feet; thence easterly along said curve 173.34 feet through a central angle of 39°29'32"; thence South 34°19'06" East 23.15 feet to the true point of beginning, containing 2.20 acres, more or less.

TAX ID #^s VKJ-1
VKJ-2
VKJ-2-A
VKJ-3-A
VKJ-3-4
VKJ-4-A
VKJ-6

¹³ See description of Jarman Land contained in First Amendment to Declaration of Covenants, Conditions and Restrictions, Grant of Easement recorded on December 15, 1992 as Entry No. 370680 in Book 699 Pages 218-235 of the Official Records of Summit County, Utah and in the Amendment to Declaration of Covenants, Conditions and Restrictions recorded on January 7, 1997 as Entry No. 470945 in Book 1020.

EXHIBIT "C"

Site Plan¹⁴



¹⁴ See Site Plan attached as Exhibit O to Total Restatement of Declaration of Covenants, Conditions and Restrictions Grant of Easement Recorded April 2, 2007 as Entry No. 00808708.