Ent 447877 Bk 1213 Pg 1600-1631 Date: 30-JAN-2018 11:55:28AM Fee: \$74.00 Check Filed By: TC PEGGY FOY SULSER, Recorder WASATCH COUNTY CORPORATION For: JORDANELLE LAND INVESTORS LLC

DEDICATION AGREEMENT

JORDANELLE PARKWAY

This Dedication Agreement (this "Agreement"), is by and between JORDANELLE LAND INVESTORS, LLC, a Utah limited liability company with an address for purposes hereof of 1960 Sidewinder Drive, Suite 205, Park City, UT 84060 ("JLI"), WASATCH COUNTY, with an address of 25 North Main, Heber City, UT 84032 ("County"), LAKESIDE DV, LLC, a Delaware limited liability company with a principal place of business at 7001 N. Scottsdale Rd, Suite 2050, Scottsdale, Arizona 85253 ("Lakeside"), and JAS REALTY LIMITED PARTNERSHIP, a Delaware limited partnership with a principal place of business at 237 Park Avenue, Suite 900, New York, NY, 10017 ("JAS") and is effective as of this 21st day of December 2017 (the "Effective Date.")

RECITALS

- A. WHEREAS, County, acting pursuant to its authority under Utah Code Ann. Section 17-27a-101, et seq., Section 17-53-223, and Section 17-53-302(13), as amended, and the Wasatch County Development Code, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations in the exercise of is discretion, has elected to approve and enter into this Agreement concerning County's acceptance and the recordation of that certain dedication plat entitled "Jordanelle Parkway Right-of-Way Dedication" attached hereto as Exhibit A (the "Parkway ROW Dedication") concerning that certain roadway and other improvements which JLI has agreed to cause to be constructed with the intention that, when completed, the Jordanelle Parkway will provide pedestrian and vehicular access from the southerly property line of the "Point Parcel" connecting at the southerly boundary of the "Iroquois Development," running in a north-northeasterly direction towards Highway 248 more or less along the abandoned Union Pacific railroad right-of-way (the "Parkway"), the precise route of which (the "Parkway ROW") is more particularly described in the Parkway ROW Dedication, the original copy of which is being recorded with the Office of the Wasatch County Recorder on a date even herewith.
- B. WHEREAS, JLI, Lakeside and JAS have agreed to make clarifications at the request of the Wasatch County Surveyor to the Parkway ROW Dedication sheets 2-8 attached hereto as Exhibit B (the "Jordanelle Parkway Revised Sheets 2-8"), including the addition of twenty-two (22) monuments that shall be placed after the Parkway is constructed and additional darkening of line work for reference, and
- C. WHEREAS, JLI, Lakeside and JAS have agreed to dedicate the Parkway ROW as a public street to Wasatch County in connection with planned residential and commercial development activities in the Jordanelle Specially Planned Area, and County has agreed to accept such dedication on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County, JLI,, Lakeside and JAS hereby agree as follows:

AGREEMENT

- 1. <u>Preamble and Recitals</u>. The parties hereto agree that the preamble and the Recitals to this Agreement are accurate and are incorporated by reference into the Agreement, as if fully set forth herein.
- 2. Jordanelle Parkway Construction and Access. JLI shall cause the construction of the Parkway improvements to those portions of the Jordanelle Parkway described in the Parkway ROW Dedication to County standards which are not already improved and accepted by the County as part of Jordanelle Parkway, and shall provide access to the public for ingress and egress to and from said portions of the Parkway in accordance with Wasatch County Code and Utah Code upon completion of said improvements. JLI shall also cause the monuments included in Jordanelle Parkway Revised Sheets 2-8 to be placed and recorded as part of the stamped construction drawings of the Parkway.
- 3. <u>JLI Obligations</u>. JLI agrees that the Parkway ROW will be constructed to County specification, and that it shall conform to all County requirements and pertinent development agreements with respect to permitting, bonding, and other municipal regulations.
- 4. <u>Project Improvements</u>. Project improvements shall mean infrastructure improvements intended for public or private use and located within the boundaries of the Parkway ROW, limited to roads, detention basins, storm drains, culverts, and trails.
- 5. <u>County Approval of Roadway Plans Not Implied</u>. The Parties acknowledge that the County has not yet approved the dedication as containing all land required to construct the Parkway ROW to County specifications, and that County's acceptance of the Parkway ROW Dedication does not in and of itself constitute such approval.
- 6. Lakeside, JLI and JAS Acknowledgement. Lakeside and JAS, and their respective successors-in-interest in their land parcels) hereby agree and acknowledge that by accepting the Parkway ROW Dedication, the County is not agreeing to construct the Parkway. Lakeside, JLI, and JAS hereby agree and acknowledge that the darkening of the line work contained in the Jordanelle Parkway Revised Sheets 2-8 are clarifications to the Parkway ROW Dedication that are consistent with their understanding of the purpose, function, and intent of the Parkway ROW Dedication. In the event of any disparity between the Parkway Revised Sheets 2-8 and the Parkway ROW Dedication that are deemed by a court of competent jurisdiction to go beyond a clarification and instead are deemed a substantive change, the parties agree the Parkway ROW Dedication shall control.
- 7. <u>Indemnity</u>. JLI shall defend, hold harmless and indemnify the County and its elected and appointed officers, agents, employees, and representatives from any and all claims, costs, judgments and liabilities (including inverse condemnation) which arise directly or

indirectly from the Parkway ROW Dedication, failure to construct or complete the Parkway ROW, construction of the Parkway ROW, or operations performed under this Agreement by (a) JLI or its contractors, subcontractors, agents or employees, or (b) any one or more persons directly or indirectly employed by, or acting as agent for, JLI or any of JLI's contractors or subcontractors. JLI further agrees to release any claims, known and unknown, against the County and its elected and appointed officers, agents, employees, and representatives, arising directly out of the formation or approval of this Agreement, except for willful misconduct or fraudulent acts by the County.

- 8. Attorneys' Fees. In the event that this Agreement or any provision hereof shall be enforced by an attorney retained by a party hereto, whether by suit or otherwise, the fees and costs of such attorney shall be paid by the party who breaches or defaults hereunder, including any fees or costs incurred on appeal or in bankruptcy court.
- 9. Entire Agreement. This Agreement constitutes the entire understanding and agreement by and among the parties hereto, and supersedes all prior agreements, representations or understandings by or among them, whether written or oral, pertaining to the subject matter hereof. This Agreement is not intended to supersede or replace, or be replaced by the Lakeside North Master Plan Development Agreement, if or when it is executed by JLI and the County.
- 10. <u>Time of Essence</u>. Time is of the essence of this Agreement and each and every term and provision hereof.
- 11. <u>Waiver or Modification</u>. A modification of any provision herein contained, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by all parties hereto. No waiver by any party hereto of any breach or default shall be considered to be waiver of any other breach or default. The waiver of any condition shall not constitute a waiver of any breach or default with respect to any covenant, representation or warranty. No failure or delay of either party in the exercise of such right has expired, nor shall single or partial exercise of any right preclude other or further exercise thereof or of any other right.
- 12. <u>Successors and Assigns; Survival</u>. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns.
- 13. Governing Law. The Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.
- 14. <u>Venue and Jurisdiction</u>. Each party to this Agreement, by execution of the Agreement, consents to venue in, the courts of the State of Utah in and for Wasatch County, Utah, regarding any legal action arising from, or otherwise related to, this Agreement.
- 15. <u>Construction</u>. In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force

and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If any item must be accomplished or delivered hereunder on a day that is not a business day, it shall be deemed to have been timely accomplished or delivered hereunder on a day that is not a business day, if accomplished or delivered on the next business day.

- 16. <u>Integration of Other Agreements</u>. This Agreement supersedes all previous contracts, correspondence and documentation relating to the construction of the Parkway ROW. Any oral representations or modifications concerning this Agreement shall be of no force or effect. This Agreement is not intended to supersede or replace, or be replaced by the Lakeside North Master Plan Development Agreement, if or when it is executed by JLI and the County.
- 17. <u>Duplicate Originals, Counterparts</u>. This Agreement and any originals or exhibits referred to herein may be executed in any number if duplicate originals or counterparts, each of which, when the original signatures are affixed, shall be an original but all of which shall constitute one and the same instrument.
- 18. <u>No Personal Liability</u>. No official employee or agent of any party shall be personally liable to the party or any successor in interest in the event of any default or breach for any amount, which may become due or on any obligations under the terms of this Agreement.
- 19. <u>Execution of Other Documents</u>. The parties hereto will do all other things and will execute all documents reasonably necessary for the transaction contemplated hereby to close.

[Signature pages follow.]

IN WITNESS WHEREOF, the County has duly executed this Agreement and made it effective as of the Effective Date set forth above.

WASATCH COUNTY

Its: MOHAGE DAVES

Acknowledgement

STATE OF UTAH)			
COUNTY OF WASATCH	:ss)			
On this the 26 Michaels Touristhe basis of satisfactory eviduly to execute the foregoing Wasatch County and that he	dence, and being firs g instrument in her ca	st duly sworn, acknow pacity as the	vledged that he or s	
Mo St	E G. COOMBS stary Public ate of Utah n. No. 680569	Notary Public	y Ocen	

IN WITNESS WHEREOF, JLI has duly executed this Agreement and made it effective as of the Effective Date set forth above.

JORDANELLE LAND INVESTORS, LLC, a Utah limited liability company

Julian

By: Steven D. Hellows Its: Manage C

Acknowledgement

STATE OF)		
	:ss		
COUNTY OF)		
On this the	_day of December, 2017	, personally appeared be	efore me, Steven D. Fellows
whose identity is perse	onally known to me or ha	s been proven on the ba	asis of satisfactory evidence,
•		_	foregoing instrument in her LC and that he executed the
• •		AND INVESTORS, LI	Le and that he executed the
foregoing instrument	for its stated purpose.		
		/	
		Notary Public	
			CALIFORNIA NOTARIAL
		/	CERTIFICATE ATTACHED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

\$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\						
A notary public or other officer completing this certificate of document to which this certificate is attached, and not the tr	verifies only the identity of the individual who signed the ruthfulness, accuracy, or validity of that document.					
State of California) County of SAN DIEGO)						
On12/21/17 before me, M	IICHELE MADRIGAL - NOTARY ,					
Date Date	Here Insert Name and Title of the Officer					
personally appearedSTEVEN D. FELLOWS						
Name(s) of Signer(s)						
who proved to me on the basis of satisfactory ev subscribed to the within instrument and acknowledghis/her/their authorized capacity(ies), and that by his/hor the entity upon behalf of which the person(s) acted	ged to me that he/she/they executed the same in er/their signature(s) on the instrument the person(s).					
of t	ertify under PENALTY OF PERJURY under the laws the State of California that the foregoing paragraph rue and correct.					
MICHELE MADRIGAL Notary Public - California	INESS my hand and official seal. Inature August Signature of Notary Public					
Place Notary Seal Above	NAI					
Though this section is optional, completing this info fraudulent reattachment of this for	ormation can deter alteration of the document or					
Description of Attached Document Title or Type of Document:						
Document Date:	Number of Pages:1					
Signer(s) Other Than Named Above:NON	E					
Capacity(ies) Claimed by Signer(s)						
Signer's Name:	Signer's Name:					
Signer's Name:	☐ Corporate Officer — Title(s):					
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General					
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact					
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator					
☐ Other: Signer Is Representing:	Other:Signer Is Representing:					
organical technological and a second						

IN WITNESS WHEREOF, Lakeside has duly executed this Agreement and made it effective as of the Effective Date set forth above.

LAKESIDE DV, LLC, a Delaware limited liability company

By: Lakeside DV Holdings, LLC,

a Delaware limited liability company

Its: Sole Member

By: Lakeside DVH Manager, LLC,

a Delaware limited liability company

Its: Manager

By: IMH Financial Corporation,

a Delaware corporation

Its: Sole Member

Lawrence D. Dain
Its: Chairman and CEO

Acknowledgement

STATE OF ARIZONA		
)	
COUNTY OF MARICOPA)	

On this the 18 day of January, 2018, personally appeared before me, LAWRENCE D. BAIN, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he is duly authorized to execute the foregoing instrument in his capacity as the Chairman and CEO of IMH Financial Corporation, a Delaware corporation, the sole member of Lakeside DVH Manager, LLC, a Delaware limited liability company, the manager of Lakeside DV Holdings, LLC, a Delaware limited liability company, the sole member of LAKESIDE DV, LLC and that he executed the foregoing instrument for its stated purpose.

MARGARET J CRAFT
Notary Public - Arizona
Mericopa County
My Comm. Expires Jul 19, 2020

Notary Public

IN WITNESS WHEREOF, JAS has duly executed this Agreement and made it effective as of the Effective Date set forth above.

Address: 22 Sunset Trail LIVINGS FON, MT. 59047

JAS REALTY LIMITED PARTNERSHIP, a Delaware limited partnership

By: DONALD B. GIMBE

Acknowledgement

STATE OF MN) :ss COUNTY OF Amsted)

On this the lot day of December, 2017, personally appeared before me, whose identity is personally known to me or has been proven on the basis of satisfactory evidence, and being first duly sworn, acknowledged that he or she is duly authorized to execute the foregoing instrument in her capacity as the source partner of JAS REALTY LIMITED PARTNERSHIP and that he or she executed the foregoing instrument for its stated purpose.

KRISTIN J HOEFLING
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 1/31/22

EXHIBIT A

Jordanelle Parkway Right-of-Way Dedication

8 Sheets to Follow

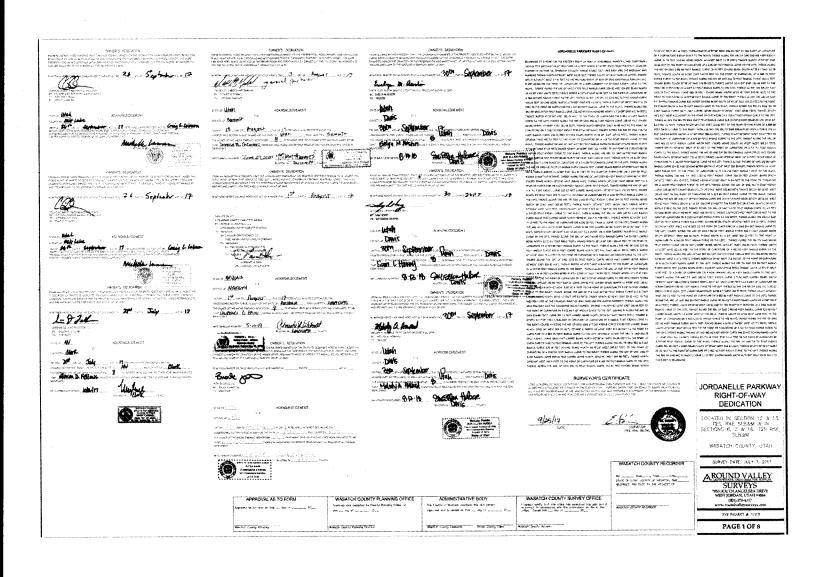
JORDANELLE PARKWAY RIGHT-OF-WAY

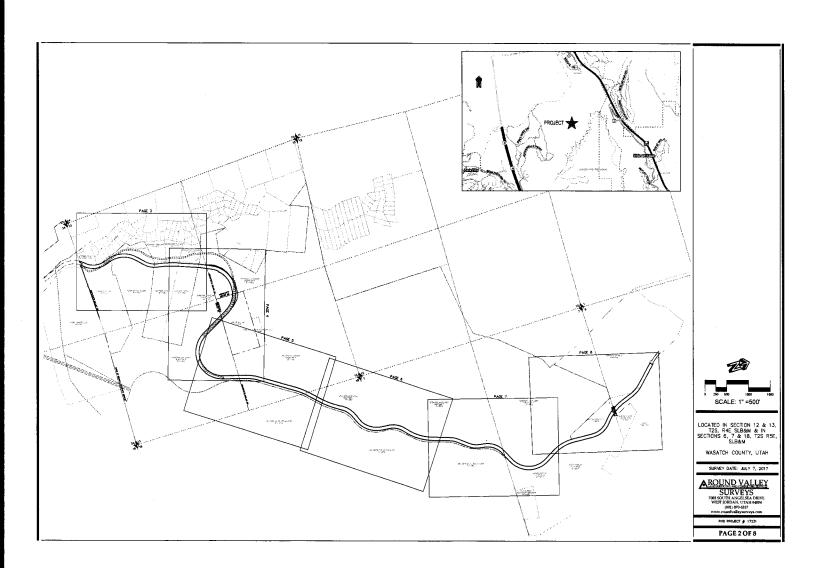
BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY OF JORDANELLE PARKWAY, SAID POINT BEING 1614.89 FEET SOUTH 87°04'34" WEST AND 20.40 FEET NORTH 47°45'00" WEST FROM THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND THE MERIDIAN AND RUNNING THENCE NORTH 47°45'00" WEST 44.39 FEET; THENCE SOUTH 42°15'00" WEST 65.18 FEET; THENCE SOUTH 87°04'35" WEST 27.44 FEET TO THE WESTERLY RIGHT OF WAY OF SAID JORDANELLE PARKWAY SAID POINT BEING ON THE POINT OF CURVATURE OF A NON-TANGENT 537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 537.50 FOOT RADIUS CURVE 106.93 FEET (CHORD BEARS NORTH 35°43'40" EAST 106.75 FEET); THENCE NORTH 41°25'37" EAST 26.76 FEET TO THE POINT OF CURVATURE OF A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 FOOT RADIUS CURVE 500.62 FEET (CHORD BEARS NORTH 10°25'05" EAST 476.53 FEET); THENCE NORTH 20°35'27" WEST 51.19 FEET TO THE POINT OF CURVATURE ON A 637.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 637.50 FOOT RADIUS CURVE 732.35 FEET (CHORD BEARS NORTH 12°19'09" EAST 692.74 FEET); THENCE NORTH 45°13'46" EAST 201.33 FEET TO THE POINT OF CURVATURE ON A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 FOOT RADIUS CURVE 286.54 FEET (CHORD BEARS NORTH 27°28'50" EAST 281.98 FEET); THENCE NORTH 09°43'55" EAST 46.96 FEET TO THE POINT OF CURVATURE ON A 2537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 2537.50 FOOT RADIUS CURVE 436.35 FEET (CHORD BEARS NORTH 14°39'29" EAST 435.81 FEET); THENCE NORTH 19°35'04" EAST 442.52 FEET TO THE POINT OF CURVATURE ON A 1037.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1037.50 FOOT RADIUS CURVE 97.50 FEET (CHORD BEARS NORTH 22°16'36" EAST 97.47 FEET) THENCE NORTH 24°58'09" EAST 261.13 FEET TO THE POINT OF CURVATURE ON A 627.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 627.50 FOOT RADIUS CURVE 1387.47 FEET (CHORD BEARS NORTH 88°18'45" EAST 1121.61 FEET); THENCE SOUTH

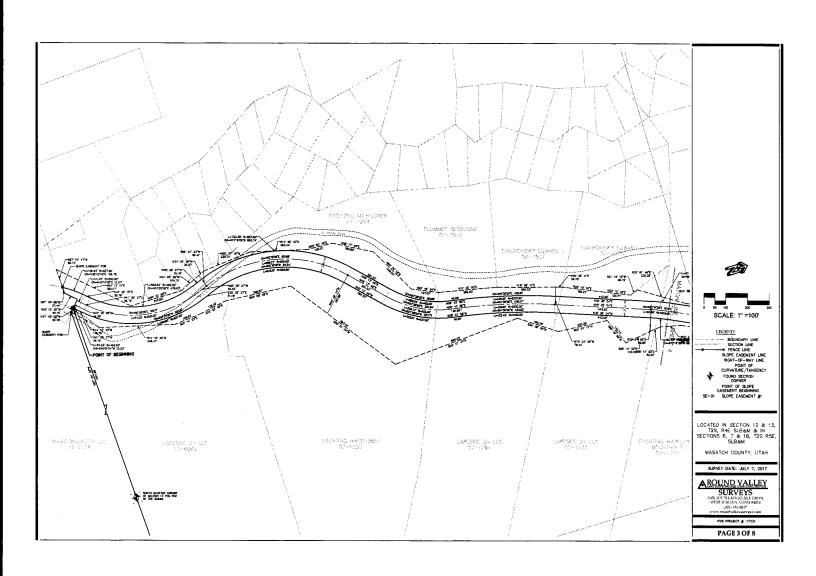
28°20'38" EAST 718.99 FEET TO THE POINT OF CURVATURE OF A 532.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 532.50 FOOT RADIUS CURVE 1266.64 FEET (CHORD BEARS NORTH 83°30'44" EAST 988.45 FEET); THENCE NORTH 15°22'06" EAST 524.32 FEET TO THE POINT OF CURVATURE ON A 1037.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1037.50 FOOT RADIUS CURVE 307.62 FEET (CHORD BEARS NORTH 23°51'45 EAST 306.49 FEET); THENCE NORTH 32°21'24" EAST 883.22 FEET TO A POINT OF CURVATURE ON A 1537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1537.50 FOOT RADIUS CURVE 320.87 FEET (CHORD BEARS NORTH 38°20'07" EAST 320.29 FEET); THENCE NORTH 44°18'50" EAST 319.72 FEET TO THE POINT OF CURVATURE ON A 1462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 1462.50 FOOT RADIUS CURVE 304.10 FEET (CHORD BEARS NORTH 38°21'26" EAST 303.55 FEET); THENCE NORTH 32°24'02" EAST 180.34 FEET; THENCE NORTH 57°35'58" WEST 10.00 FEET; THENCE NORTH 32°24'02" EAST 47.77 FEET TO THE POINT OF CURVATURE ON A 597.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 597.50 FOOT RADIUS CURVE 363.15 FEET (CHORD BEARS NORTH 49°48'45" EAST 357.59 FEET); THENCE NORTH 67°13'28" EAST 95.17 FEET TO THE POINT OF CURVATURE ON A 532.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 532.50 FOOT RADIUS CURVE 71.60 FEET (CHORD BEARS NORTH 63°22'20" EAST 71.55 FEET); THENCE SOUTH 30°28'47" EAST 10.00 FEET TO A POINT ON A NON-TANGENT 542.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 542.50 FOOT RADIUS CURVE 514.10 FEET (CHORD BEARS NORTH 32°22'21" EAST 495.07 FEET); THENCE NORTH 05°13'28" EAST 165.05 FEET TO THE POINT OF CURVATURE OF A 537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 537.50 FOOT RADIUS CURVE 394.39 FEET (CHORD BEARS NORTH 26°14'41" EAST 385.60 FEET); THENCE NORTH 47°15'55" EAST 74.64 FEET TO THE POINT OF CURVATURE OF A 1162.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 1162.50 FOOT RADIUS CURVE 590.13 FEET (CHORD BEARS NORTH 32°43'21" EAST 583.81 FEET); THENCE NORTH 18°10'47" EAST 416.04 FEET TO THE POINT OF CURVATURE OF A 537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 537.50 FOOT RADIUS CURVE 179.68 FEET (CHORD BEARS NORTH 27°45'23" EAST 178.84 FEET); THENCE NORTH 37°19'59" EAST 287.91 FEET TO THE POINT OF

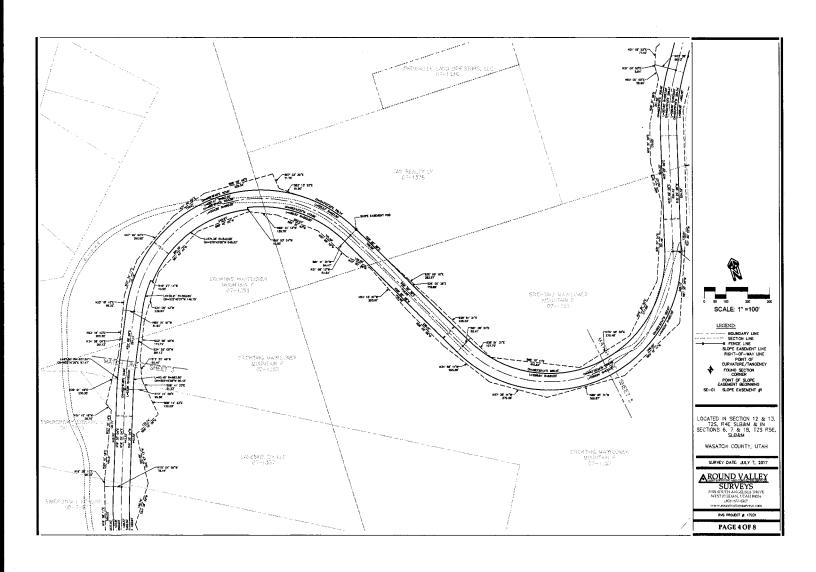
CURVATURE OF A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 FOOT RADIUS CURVE 239.48 FEET (CHORD BEARS NORTH 22°29'56" EAST 236.82 FEET); THENCE NORTH 07°39'54" EAST 97.67 FEET TO THE POINT OF CURVATURE OF A 537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF THE SAID 537.50 FOOT RADIUS CURVE 517.61 FEET (CHORD BEARS NORTH 35°15'10" EAST 497.84 FEET); THENCE NORTH 62°50'42" EAST 69.51 FEET TO THE WESTERLY LINE OF THE RAILROAD RIGHT OF WAY THROUGH THE AUSTIN PROPERTY; THENCE ALONG THE SAID WESTERLY LINE THE FOLLOWING SIX (6) COURSES: COURSE 1) NORTH 62°50'26" EAST 189.69 FEET TO THE POINT OF CURVATURE OF A 523.69 FOOT RADIUS CURVE TO THE LEFT; COURSE 2) ALONG THE ARC OF SAID 523.69 FOOT CURVE 851.23 FEET (CHORD BEARS NORTH 16°16'30" EAST 760.57 FEET); COURSE 3) NORTH 30°17'26" EAST 228.80 FEET TO THE POINT OF CURVATURE OF A 1005.37 FOOT RADIUS CURVE TO THE RIGHT; COURSE 4) ALONG THE ARC OF SAID 1005.37 FOOT RADIUS CURVE 570.88 FEET (CHORD BEARS NORTH 14°01'24" WEST 563.24 FEET); COURSE 5) NORTH 02°14'37" EAST 427.16 FEET TO THE POINT OF CURVATURE OF A 666.78 FOOT RADIUS CURVE TO THE LEFT; COURSE 6) ALONG THE ARC OF SAID 666.78 FOOT RADIUS CURVE 89.63 FEET (CHORD BEARS NORTH 01°36'26" WEST 89.56 FEET) TO THE POINT OF CURVATURE OF A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 FOOT RADIUS CURVE 376.16 FEET (CHORD BEARS NORTH 28°45'28" WEST 365.87 FEET) TO THE POINT OF CURVATURE OF A 1080.37 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1080.37 FOOT RADIUS CURVE 603.30 FEET (CHORD BEARS NORTH 36°03'36" WEST 595.49 FEET); THENCE NORTH 20°03'44" WEST 263.39 FEET TO THE POINT OF CURVATURE OF A 594.78 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 594.78 FOOT RADIUS CURVE 257.32 FEET (CHORD BEARS NORTH 32°27'23" WEST 255.32 FEET); THENCE NORTH 44°50'50" WEST 542.81 FEET TO THE POINT OF CURVATURE OF A 1554.68 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1554.68 FOOT RADIUS CURVE 21.70 FEET (CHORD BEARS NORTH 44°26'39" WEST 21.70 FEET); THENCE NORTH 45°57'20" EAST 72.00 FEET TO THE POINT OF CURVATURE OF A 1482.69 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 1482.69 FOOT RADIUS CURVE 20.70 FEET (CHORD BEARS SOUTH 44°26'39" EAST 20.70 FEET); THENCE SOUTH 44°50'50" EAST 542.76 FEET TO THE POINT OF CURVATURE OF A 666.78 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 666.78 FOOT RADIUS CURVE 281.02 FEET (CHORD BEARS SOUTH 32°46'24" EAST 278.95 FEET); THENCE SOUTH 20°41'57" EAST 282.06 FEET TO THE POINT OF CURVATURE OF A 1005.37 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 1005.37 FOOT RADIUS CURVE 550.24 FEET (CHORD BEARS SOUTH 36°22'42" EAST 543.40 FEET) TO THE POINT OF CURVATURE OF A 537.50 FOOT RADIUS CURVE TO THE RIGHT: THENCE ALONG THE ARC OF SAID 537.50 FOOT RADIUS CURVE 437.16 FEET (CHORD BEARS SOUTH 28°45'28" EAST 425.21 FEET)TO THE POINT OF CURVATURE OF A 741.78 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 741.78 FOOT RADIUS CURVE 99.71 FEET (CHORD BEARS SOUTH 01°36'26" EAST 99.63 FEET); THENCE SOUTH 02°14'37" WEST 427.16 FEET TO THE POINT OF CURVATURE OF A 930.37 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 930.37 FOOT RADIUS CURVE 528.29 FEET(CHORD BEARS SOUTH 14°01'24" EAST 521.22 FEET); THENCE SOUTH 30°17'26" EAST 228.80 FEET TO THE POINT OF CURVATURE OF A 598.69 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 598.69 FOOT RADIUS CURVE 973.14 FEET (CHORD BEARS SOUTH 16°16'30" WEST 869.49 FEET); THENCE SOUTH 62°50'26" WEST 259.17 FEET TO THE POINT OF CURVATURE OF A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 FOOT RADIUS CURVE 445.39 FEET (CHORD BEARS SOUTH 35°15'10" WEST 428.37 FEET); THENCE SOUTH 07°39'54" WEST 97.67 FEET TO THE POINT OF CURVATURE OF A 537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 537.50 FOOT RADIUS CURVE 278.32 FEET (CHORD BEARS SOUTH 22°29'56" WEST 275.22 FEET); THENCE SOUTH 37°19'59" WEST 287.91 FEET TO THE POINT OF CURVATURE OF A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 FOOT RADIUS CURVE 154.61 FEET (CHORD BEARS SOUTH 27°45'23" WEST 153.89 FEET); THENCE SOUTH 18°10'47" WEST 416.04 FEET TO THE POINT OF CURVATURE OF A 1237.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1237.50 FOOT RADIUS CURVE 628.20 FEET (CHORD BEARS SOUTH 32°43'21" WEST 621.48 FEET); THENCE SOUTH 47°15'55" WEST 74.64 FEET TO THE POINT OF CURVATURE ON A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 FOOT RADIUS CURVE 339.36 FEET (CHORD BEARS SOUTH 26°14'41" WEST 331.80 FEET); THENCE SOUTH 05°13'28" WEST 165.05 FEET TO THE

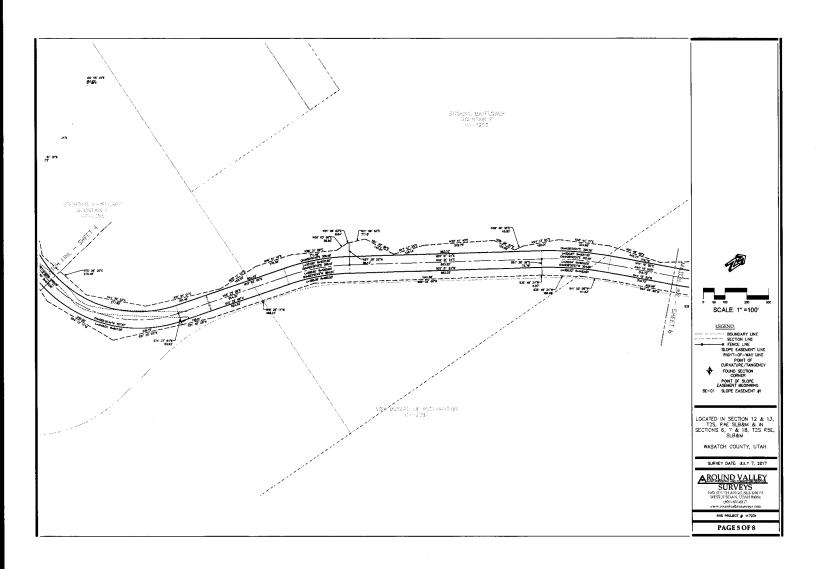
POINT OF CURVATURE OF A 617.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 617.50 FOOT RADIUS CURVE 668.20 FEET (CHORD BEARS SOUTH 36°13'28" WEST 636.07 FEET); THENCE SOUTH 67°13'28" WEST 95.17 FEET TO THE POINT OF CURVATURE ON A 512.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 512.50 FOOT RADIUS CURVE 311.49 FEET (CHORD BEARS SOUTH 49°48'45" WEST 306.72 FEET); THENCE SOUTH 32°24'02" WEST 228.10 FEET TO THE POINT OF CURVATURE OF A 1537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 1537.50 FOOT RADIUS CURVE 319.69 FEET (CHORD BEARS SOUTH 38°21'26" WEST 319.12 FEET); THENCE SOUTH 44°18'50" WEST 319.72 FEET TO THE POINT OF CURVATURE OF A 1462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 1462.50 FOOT RADIUS CURVE 305.22 FEET (CHORD BEARS SOUTH 38°20'07" WEST 304.66 FEET); THENCE SOUTH 32°21'24" WEST 883.22 FEET TO THE POINT OF CURVATURE OF A 962.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 962.50 FOOT RADIUS CURVE 285.38 FEET (CHORD BEARS SOUTH 23°51'45" WEST 284.34 FEET); THENCE SOUTH 15°22'06" WEST 524.32 FEET TO THE POINT OF CURVATURE OF A 607.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 607.50 FOOT RADIUS CURVE 1445.04 FEET (CHORD BEARS SOUTH 83°30'44" WEST 1127.67 FEET); THENCE NORTH 28°20'38" WEST 718.99 FEET TO THE POINT OF CURVATURE OF A 552.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 552.50 FOOT RADIUS CURVE 489.53 FEET (CHORD BEARS NORTH 53°43'37" WEST 473.68 FEET); THENCE SOUTH 10°53'24" WEST 10.00 FEET TO A POINT OF CURVATURE ON A NON-TANGENT 542.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 542.50 FOOT RADIUS CURVE 571.36 FEET (CHORD BEARS SOUTH 70°43'05" WEST 545.32 FEET); THENCE NORTH 49°27'14" WEST 10.00 FEET TO A POINT OF CURVATURE ON A NON-TANGENT 552.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 552.50 FOOT RADIUS CURVE 150.21 FEET (CHORD BEARS SOUTH 32°45'27" WEST 149.75 FEET); THENCE SOUTH 24°58'09" WEST 261.13 FEET TO THE POINT OF CURVATURE OF A 962.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 962.50 FOOT RADIUS CURVE 90.45 FEET (CHORD BEARS SOUTH 22°16'36" WEST 90.42 FEET); THENCE SOUTH 19°35'04" WEST 442.52 FEET TO THE POINT OF CURVATURE OF A 2462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 2462.50 FOOT RADIUS CURVE 423.45 FEET (CHORD BEARS SOUTH 14°39'29" WEST 422.93 FEET); THENCE SOUTH 09°43'55 WEST 46.96 FEET TO THE POINT OF CURVATURE OF A 537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 537.50 FOOT RADIUS CURVE 333.01 FEET (CHORD BEARS SOUTH 27°28'50" WEST 327.71 FEET); THENCE SOUTH 45°13'46" WEST 201.33 FEET TO THE POINT OF CURVATURE OF A 562.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 562.50 FOOT RADIUS CURVE 646.19 FEET(CHORD BEARS SOUTH 12°19'09" WEST 611.24 FEET); THENCE SOUTH 20°35'27" EAST 51.19 FEET TO THE POINT OF CURVATURE OF A 537.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID 537.50 FOOT RADIUS CURVE 581.80 FEET (CHORD BEARS SOUTH 10°25'05" WEST 553.81 FEET); THENCE SOUTH 41°25'37" WEST 26.76 FEET TO THE POINT OF CURVATURE OF A 462.50 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID 462.50 RADIUS CURVE 22.53 FEET (CHORD BEARS SOUTH 40°01'54" WEST 22.53 FEET) TO THE POINT OF BEGINNING.

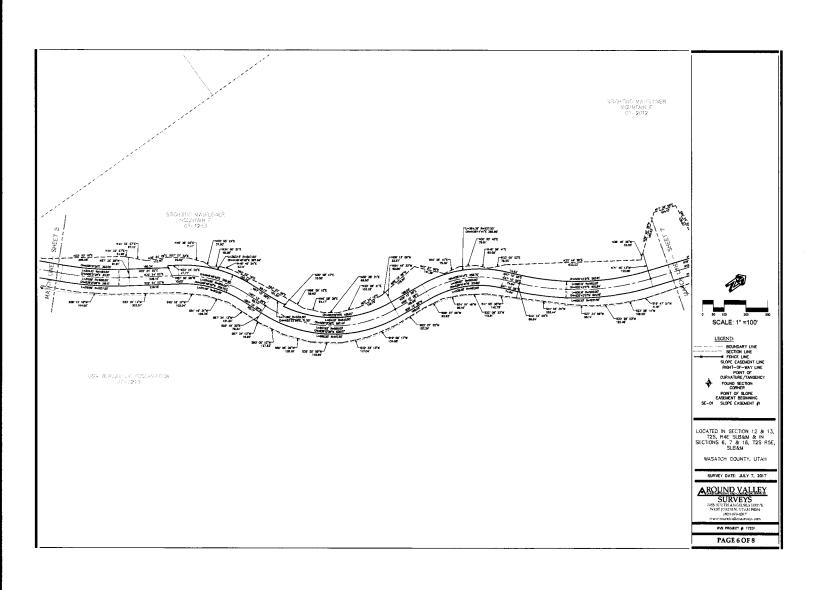


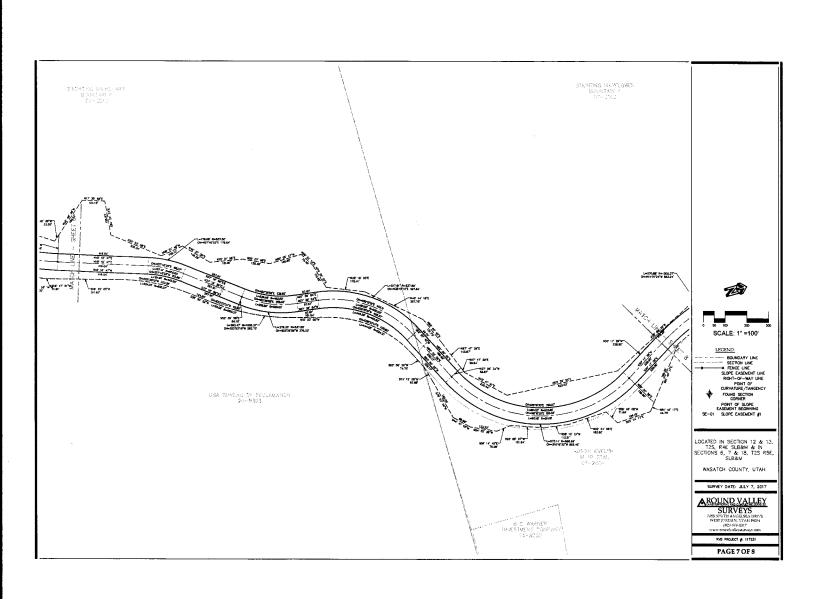












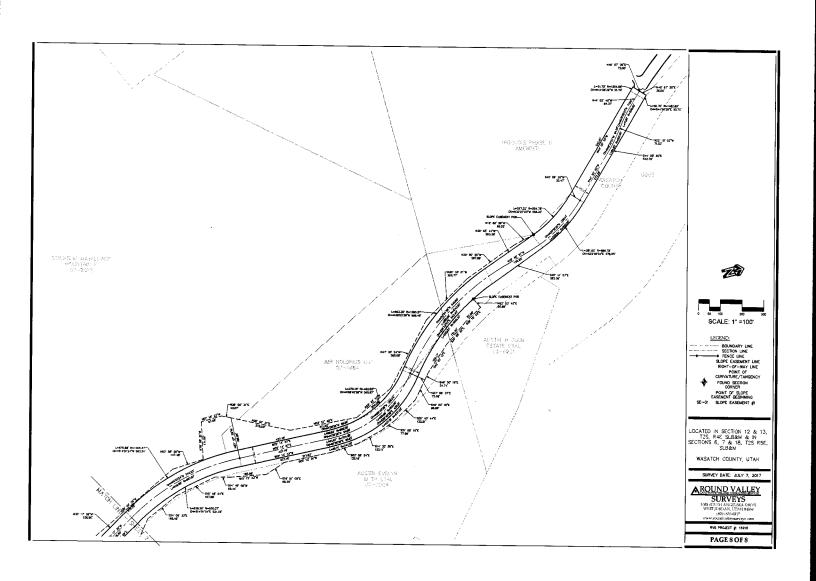


EXHIBIT B

Jordanelle Parkway Revised Sheets 2 - 8

7 Sheets to Follow

