

WHEN RECORDED RETURN TO:

Nova Source Management, Inc.
2180 South 1300 East, Suite 410
Salt Lake City, Utah 84106

T-22683

STORM SEWER LICENSE AGREEMENT

This Storm Sewer License Agreement ("Agreement") is entered into this 22nd day of December, 2006 by and between Blue Sky Land Investments, LLC, a Utah limited liability company ("Licensor"), Superior Properties Phase I, LLC, a Colorado limited liability company, as owner of "Lot 1", Vicki K. Davis, as Trustee of the Vicki K. Davis Living Trust dated May 19, 1995 as the owner of "Lot 2", and Mack Group, LLC, a Utah limited liability company, as the owner of "Lot 3" and Lot "4", (the owners of Lot 1, Lot 2, Lot 3 and Lot 4 herein being collectively referred to as "Licensees").

RECITALS

A. Licensor is the owner of that certain real property ("Blue Sky Parcel") located in Tooele, Utah as described on Exhibit "A" attached hereto.

B. Superior Properties Phase I, LLC is the owner of that certain parcel of real property located in Tooele City as described on Exhibit "B" (herein, "Lot 1") attached hereto and made a part hereof.

C. Vicki K. Davis, as Trustee of the Vicki K. Davis Living Trust dated May 19, 1995, is the owner of that certain parcel of real property located in Tooele City, as described in Exhibit "C" (herein, "Lot 2") attached hereto and made a part hereof.

D. Mack Group, LLC, a Utah limited liability company, is the owner of that certain parcel of real property located in Tooele City as described on Exhibit "D" (herein, "Lot 3") attached hereto and made a part hereof.

E. Mack Group, LLC, a Utah limited liability company, is also the owner of that certain parcel of real property located in Tooele City as described on Exhibit "E" (herein, "Lot 4") attached hereto and made a part hereof.

F. Lots 1-4 are herein referred to collectively as the "Benefited Parcels."

G. Licensees desire non-exclusive licenses for the following purposes over, under and across a portion of the Blue Sky Parcel as follows:

1. Storm Sewer Maintenance License. Licensor hereby grants to the Licensees a license in favor of the Benefited Parcels only allowing the Licensees to maintain, repair and replace as necessary those certain storm water drainage facilities ("Licensees' Facilities") previously constructed by Licensor's predecessor-in-interest at the behest of the Licensees on the Blue Sky Parcel for the discharge of storm water from the Benefited Parcels within and through

such Licensees' Facilities located within the storm sewer license area (the "License Area") described on Exhibit F attached hereto and depicted on Exhibit G attached hereto. The license granted pursuant to this Section is hereinafter referred to as the "Storm Water Maintenance License")

2. License for Discharge of Storm Water. Licensor hereby grants to the Licensees a license for the discharge of up to .8 c.f.s. of storm water from the Benefited Parcels through the Licensees' Facilities to a connection point on the Blue Sky Parcel approximately as described on Exhibit "F" attached hereto and depicted on Exhibit G attached hereto (the "Connection Point"), at which Connection Point the Licensees' Facilities shall connect onto and drain storm water into a portion of the storm drain systems and retention facilities heretofore also constructed by the Licensor (the "Licensors' Facilities"). The license granted pursuant to this Section is hereinafter referred to as the "Storm Water Discharge License."

3. Maintenance of the Licensor's Facilities. The Licensor's Facilities are currently located on the Blue Sky Parcel approximately in the location described on Exhibit F attached hereto as the "Licensor's Facilities Area" which is also depicted on Exhibit G attached hereto. The Licensor shall be under no obligation to maintain the Licensor's Facilities and the Licensor may, in its discretion, remove, relocate or replace such facilities provided that any relocation of the Licensor's Facilities does not unreasonably interfere with the Storm Water Discharge License granted pursuant to this Agreement.

4. Maintenance of the Licensee's Facilities. Any maintenance activities with respect to the Licensees' Facilities (the "Licensees' Work") shall not unreasonably interfere with Licensor's use of the Blue Sky Parcel, shall be conducted in a workmanlike fashion and expeditiously completed. Following any such Licensees' Work the Licensees shall fully and completely restore the grounds and surface improvements impacted, disturbed or damaged by such Licensees' Work to the condition in which they existed prior to such Licensees' Work, including, without limitation, but not limited to, the repair, restoration and replacement of sidewalks, curb, gutter, concrete, asphalt, driveways, topsoil, grading landscaping, trees and other improvements disturbed, destroyed or damaged by the Licensees' Work. Licensees will coordinate all such activities with Licensor to avoid any unreasonable interference with Licensor's business activity on the Blue Sky Parcel. Further, Licensees shall take reasonable precautions in connection with any work to be performed to prevent injury to persons and property. During any such Licensees' Work, Licensees shall provide temporary bridges, crosswalks and other means of safe and reasonable access which in Licensor's reasonable discretion, are necessary to minimize the interruption to the operation and usage of the Blue Sky Parcel.

5. Maintenance of Joint Facilities. In addition to the Licensee's Facilities and the Licensor's Facilities certain other storm water facilities have heretofore been constructed by Licensor's predecessor in interest which are located to the West of the Blue Sky Parcel and which handle the discharge and transmission of storm water from both the Blue Sky Parcel and the Benefited Parcels to an off-site storm water retention pond (such facilities together with the portion, and only the portion, of the storm water facilities located on the Blue Sky Parcel which serve both the Blue Sky and the Benefited Parcels are hereinafter referred to collectively as the "Joint Facilities"). To the extent that any maintenance, repair or replacement work is required on

any of the Joint Facilities, either the Licensees or the Licensor may perform such reasonable maintenance activities as may be required to ensure the safe and consistent operation of such Joint Facilities at all times in good working order and shall jointly share the cost thereof with each party's pro-rata share being based upon their respective discharge rates (as to the Licensees, each owner of a Lot shall be responsible for ¼ of the collective pro-rata share of the Licensees' collective pro-rata share). Any party performing any maintenance work on the Joint Facilities for which they intend to seek reimbursement from the other parties hereunder, shall first and as a condition of obtaining reimbursement from the other parties hereunder, seek the approval of the other parties to such work and a bid amount for such work and each such party shall pay their pro-rata share of the costs of such work within thirty (30) days of receipt of an invoice for the same.

6. Use of License Area by Licensor. There shall be no restrictions on Licensor's ability to use the License Area as it deems appropriate, provided such does not unreasonably interfere with the Licensees' use of the licenses granted herein.

7. Non-Exclusivity. The licenses granted to the Licensees herein are non-exclusive and the Licensor may grant other rights, enter into agreements and grant access from time to time as Licensor deems necessary for the benefit of the Blue Sky Parcel.

8. Revocability. The licenses granted herein are revocable by Licensor only under the following circumstances and in the exercise of good faith on the part of the Licensor: (i) upon the assertion of any claim against Licensor (or its successors and assigns) whether or not such claim has matured into the filing of a lawsuit, asserting that any of the provisions of this Agreement or the rights granted hereunder to Licensees are violative of the rights of any third parties or otherwise damage or threaten to cause damage to the rights of third parties or to any real properties owned by third parties, provided, however, that the assertion of any such claim against Licensor (including its successors and assigns) shall not make the licenses automatically revocable by Licensor provided that upon the Licensor notifying the Licensees of any such claim one or more of the Licensees promptly offers to indemnify Licensor against any loss, damage or liability relating to the assertion of any such claim (including but not limited to attorney's fees and costs), and the terms of such indemnity are reasonably acceptable to Licensor, acting in good faith after taking into account the materiality of the claim and the ability of the indemnifying Licensees to be able to adequately respond to a claim for indemnity; (ii) if the licenses granted herein materially impede the ability of the owner of the Blue Sky Parcel to further develop, subdivide or consolidate the Blue Sky Parcel or materially impede the ability of the owner of the Quality Chevrolet Parcel (referenced below) to further develop, subdivide or consolidate the Quality Chevrolet Parcel; (iii) the occurrence of (a) a breach of the first sentence of Section 3 of that certain Storm Drain Connection Agreement ("Connection Agreement") dated September 19, 2002 between Nathan Brockbank, Roger Brockbank and Patch Investments, L.L.C., recorded in the office of the Tooele County Recorder as Entry No. 187744, Book 781, pages 469-472, or (b) flooding, in either instance, due to the inability of Licensor's Facilities and Licensee's Facilities to handle all water drainage or runoff, resulting in such breach or flooding, which, but for the grant of license under Section 2 hereunder, could have been avoidable if the Blue Sky Parcel and the Quality Chevrolet Parcel only drained water from such properties that did not drain or flow under, into or onto the Blue Sky Parcel from or through the Benefited Parcels (collectively, the "Water Handling Failures"); or (iv) upon the breach by Licensees or any of them of any of their

obligations hereunder. In the event that the Licensor revokes the licenses granted pursuant to this Agreement, this Agreement shall be deemed terminated as of such date and the respective obligations of the parties herein shall be deemed to have terminated as of such date, subject to the Licensees' indemnity obligations under Section 7 below, which shall survive.

9. Indemnity. Licensees shall, jointly and severally, indemnify, hold harmless and/or defend the Licensor and its successors and assigns from and against any and all loss, liability, attorneys' fees, expenses, damage or claims (collectively, "Losses") arising out of or relating to (a) the Licensees' Work, to the extent such is performed by the Licensees or their agents, (b) any breach of this Agreement or breach or alleged breach of the Connection Agreement as a consequence of the granting of the license rights hereunder, or (d) the Water Handling Failures, which, but for the grant of license under Section 2 hereunder, could have been avoidable if the Blue Sky Parcel and the adjoining parcel to the South described on Exhibit "H" hereto (the "Quality Chevrolet Parcel") only drained water on such properties that did not drain or flow into or onto the Blue Sky Parcel from the Benefited Parcels. Licensees further agree that the Licensor shall not be liable to the Licensees for any damage to person or property caused by any act, omission or neglect of Licensor relating to the Licensor's Facilities or Licensees' Facilities, except if the same arises from the willful misconduct of the Licensor. Licensee shall keep the License Area free and clear of all liens and encumbrances relating to the Licensees' Work or the operation of the Licensees' Facilities but not otherwise.

10. License Subject to Other Restrictions. The licenses granted herein are subject to all existing easements, restrictions and encumbrances. The licenses are made and accepted subject to (i) any and all encumbrances, reservations, conditions, covenants, easements and restrictions, if any, affecting the use of the licenses granted herein, which may be valid, whether or not of record in the County Clerk's for Tooele County, Utah; (ii) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities having jurisdiction over the Blue Sky Parcel, if any, affecting the use of the licenses granted herein; and (iii) any encroachments or overlapping of improvements. Licensees, as a condition of and in consideration of the licenses granted hereunder, expressly acknowledge and agree that they have no claim of ownership or other rights in or with respect to the Blue Sky Parcel, Licensor's Facilities or Licensee's Facilities except to the extent of (a) the limited license rights granted herein and (b) rights ("Recorded Rights") under agreements previously recorded against both the Blue Sky Parcel and any of the Benefited Parcels and hereby waive any such claims forever except to the extent of the limited license rights granted to them herein and the Recorded Rights.

11. No Public Dedication. Nothing herein contained is intended or shall be deemed to be a release or dedication of the License Area or any part thereof to the use, possession, enjoyment or ownership of or by the general public, the city, the county or the state in which the License Area is situated, or any other public authority or agency. No right, remedy or claim shall accrue hereunder or by reason hereof in any persons other than the parties hereto, their respective legal representatives, successors and/or assigns.

12. Subordination. At the request of Licensor, Licensees shall execute any document necessary to subordinate the rights hereunder to the lien of any financing being provided at any time with respect to the Blue Sky Parcel.

13. General Terms.

(a) Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of these parties, and their respective legal successor and/or assigns. This Agreement shall be deemed to run with the land, and any and all rights and obligations hereunder shall be binding upon and inure to the benefit of any future owners of either the Blue Sky Parcel or the Benefited Parcels.

(b) Non-Waiver. No delay or failure of any party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute waiver of that right, unless expressly provided herein.

(c) Attorneys' Fees. In the event of a default in the performance of any provision of this Agreement by any party, the prevailing party shall be entitled to recover all costs, including a reasonable attorneys' fee, incurred in enforcing the provisions of this Agreement.

(d) Headings. The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

(e) Governing Law. This Agreement shall be constructed in accordance with the laws of the State of Utah.

(f) Counterparts. This Agreement may be executed in one or more counterparts; all so executed shall constitute one contract, binding on each party hereto, notwithstanding that all parties are not signatory to the same counterpart.

(g) Entire Agreement. This Agreement supersedes all agreements previously made between the parties or their predecessors-in-interest hereto, oral or written, relating to the subject matter hereof. There are no other understandings or agreements between them relating to the subject matter hereof.

(h) No Obligation to Third Parties. The execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto to any person or entity other than to one another, except as provided in clause (j) below.

(i) No Partnership. The parties do not, by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

(j) Notification. In the event the licenses granted hereunder are revoked by Licensor, Licensees agree to promptly notify Tooele City in writing of such revocation.

(k) Effectiveness. Notwithstanding anything to the contrary herein, this Agreement shall not be effective until it is recorded against the Blue Sky parcel and all of the Benefited Parcels.

LICENSOR; OWNER OF BLUE SKY PARCEL:

Blue Sky Land Investments, LLC, a Utah limited liability company

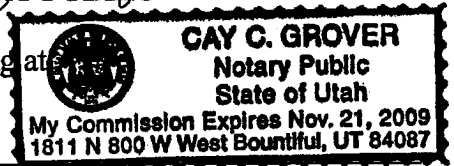
By: *Duff Wilby*
Duff Wilby
Its: MANAGING MEMBER

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21 day of Dec., 2006, by Duff Wilby, MANAGING MEMBER of Blue Sky Land Investments, LLC, a Utah limited liability company.

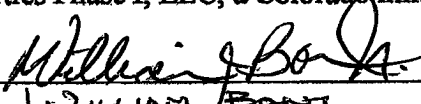
Cay C Grover
NOTARY PUBLIC

My Commission Expires:

Residing at 


LICENSEE; OWNER OF LOT 1

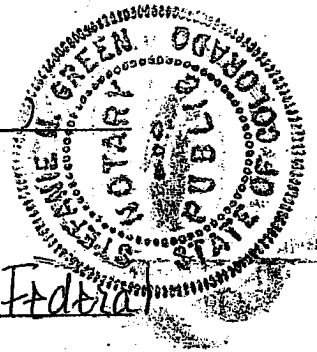
Superior Properties Phase I, LLC, a Colorado limited liability company

By: 
WILLIAM BONT
Its: MANAGER

STATE OF COLORADO)
) : ss.
COUNTY OF Adams)

The foregoing instrument was acknowledged before me this 11th day of December, 2006, by William Bont, Manager of Superior Properties Phase I, LLC, a Colorado limited liability company.


NOTARY PUBLIC



My Commission Expires:

10/05/2008

Residing at:

FirstBank 104th & Federal

LICENSEE; OWNER OF LOT 2

Vicki K. Davis

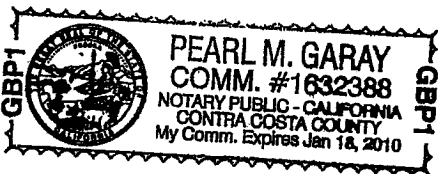
Vicki K. Davis, Trustee of the Vicki K. Davis Living Trust dated May 19, 1995.

STATE OF CALIFORNIA)
: ss.
COUNTY OF CONTRA COSTA)

The foregoing instrument was acknowledged before me this 15th day of December, 2006, by VICKI K DAVIS, as Trustee of the Vicki K. Davis Living Trust dated May 19, 1995.

Pearl M. Garay
NOTARY PUBLIC
PEARL M. GARAY
Residing at:
1006 SHORELINE DR.,
SAN MATEO, CA 94404

My Commission Expires: 1/18/2010



LICENSEE; OWNER OF LOT 3 AND LOT 4

Mack Group, LLC, a Utah limited liability company

By: David M Hansen
DAVID M HANSEN
Its: MANAGER

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20 day of December, 2006, by David M. Hansen, Manager of Mack Group, LLC, a Utah limited liability company.

Vickie J. Ashby
NOTARY PUBLIC

My Commission Expires:
5/23/2010

Residing at:
Salt Lake County

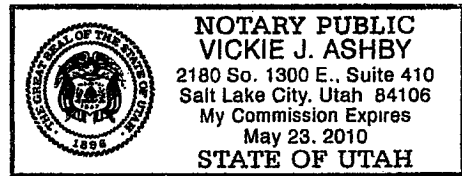


EXHIBIT "A"
LEGAL DESCRIPTION OF BLUE SKY PARCEL

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N89°43'22"E (N89°46'18"E) ALONG THE SOUTH LINE OF SAID SECTION FOR 839.92 FEET (587.00 FEET); THENCE N00°16'38"W 227.20 FEET (N47°50'16"E FOR 339.99 FEET) TO THE POINT OF BEGINNING; THENCE N00°16'38"W 382.92 FEET (N00°13'42"W FOR 382.91 FEET); THENCE WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET. A CENTRAL ANGLE OF 28°53'21" (28°53'22") (CHORD BEARING AND DISTANCE OF N14°12'59"E 174.61 FEET) FOR AN ARC DISTANCE OF 176.47 FEET (176.47 FEET); THENCE N28°39'40"E 79.27 FEET (N28°39'40"E FOR 79.27 FEET); THENCE WITH A CURVE TO THE LEFT HAVING A RADIUS OF 350.00 FEET, WITH A CENTRAL ANGLE 21°32'20" (21°32'23") (CHORD BEARING AND DISTANCE OF N17°53'28"E, 130.80 FEET) FOR AN ARC DISTANCE OF 131.57 FEET (131.58 FEET); THENCE N07°07'17"E 103.72 FEET (N07°07'17"E FOR 103.72 FEET); THENCE S82°55'39"E 425.78 FEET (S82°52'43"E FOR 425.78 FEET) TO THE WEST RIGHT-OF-WAY LINE OF STATE HIGHWAY 36; THENCE S06°34'37"W (S06°37'33"W) ALONG SAID WEST RIGHT-OF-WAY LINE FOR 330.60 FEET (330.60 FEET); THENCE S47°47'20"W 697.16 FEET (S47°50'16"W, FOR 697.15 FEET) TO THE POINT OF BEGINNING.

02-127-0-0035

EXHIBIT "B"
LEGAL DESCRIPTION OF LOT 1

ALL OF LOT 1 OF TOOEELE LANDING, A SUBDIVISION IN TOOEELE CITY,
TOOEELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 4 OF
THE TOOEELE GATEWAY COMMERCIAL SUBDIVISION, AS AMENDED,
BEING 1192.81 FEET SOUTH 89°43'06" WEST ALONG THE SECTION LINE,
AND 1456.20 FEET NORTH 0°16'54" WEST FROM THE SOUTHEAST
CORNER OF SAID SECTION 16; AND RUNNING THENCE NORTH
83°10'00" WEST 210.50 FEET ALONG THE SOUTHERLY LINE OF SAID
LOT 4, THENCE SOUTH 6°50'00" WEST 155.82 FEET; THENCE SOUTH
83°10'00" EAST 210.50 FEET TO THE WESTERLY LINE OF STATE
HIGHWAY 36; THENCE NORTH 6°50'00" EAST 155.82 FEET ALONG SAID
WESTERLY LINE TO THE POINT OF BEGINNING.

14-064-0-0001

EXHIBIT "C"
LEGAL DESCRIPTION OF LOT 2

LOT 2, TOOELE LANDING, A SUBDIVISION OF TOOELE CITY, ACCORDING TO THE PLAT THEREOF, RECORDED IN THE OFFICE OF THE TOOELE COUNTY RECORDER.

14-64-0-0002

EXHIBIT "D"
LEGAL DESCRIPTION OF LOT 3

ALL OF LOT 3 OF TOOEELE LANDING, A SUBDIVISION IN TOOEELE CITY,
TOOEELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3
SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, U.S.
SURVEY:

BEGINNING AT A POINT 1192.81 FEET SOUTH 89°43'06" WEST ALONG THE
SECTION LINE, AND 1456.20 FEET NORTH 0°16'54" WEST; 359.11 FEET SOUTH
6°50'00" WEST; AND 399.24 FEET NORTH 83°10'00" WEST FROM THE SOUTHEAST
CORNER OF SAID SECTION 16; AND RUNNING THENCE NORTH 6°50'00" EAST 99.91
FEET; THENCE SOUTH 83°10'00" EAST 188.74 FEET; THENCE SOUTH 6°50'00" WEST
99.91 FEET; THENCE NORTH 83°10'00" WEST 188.74 FEET TO THE POINT OF
BEGINNING.

CONTAINS 18,857 SQ. FT. OR .433 ACRES.

14-64-0-0003

EXHIBIT "E"
LEGAL DESCRIPTION OF LOT 4

ALL OF LOT 4 OF TOOELE LANDING, A SUBDIVISION IN TOOELE CITY, TOOELE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 4 OF TOOELE GATEWAY COMMERCIAL SUBDIVISION, AS AMENDED, BEING 1192.81 FEET SOUTH 89°43'06" WEST ALONG THE SECTION LINE; 1456.20 FEET NORTH 0°16'54" WEST; AND 210.50 FEET NORTH 83°10'00" WEST ALONG SAID SOUTH LINE OF LOT 4 FROM THE SOUTHEAST CORNER OF SAID SECTION 16; AND RUNNING THENCE SOUTH 6°50'00" WEST 259.20 FEET; THENCE NORTH 83°10'00" WEST 188.74 FEET; THENCE NORTH 6°50'00" EAST 259.20 FEET TO THE SOUTH LINE OF LOT 3 OF SAID TOOELE GATEWAY COMMERCIAL SUBDIVISION, AS AMENDED; THENCE SOUTH 83°10'00" EAST 188.74 FEET ALONG SAID SOUTH LINE OF LOTS 3 AND 4 TO THE POINT OF BEGINNING.

CONTAINS 48,921 SQ. FT. OR 1.123 ACRES.

14-64-0-0004

EXHIBIT "F"
**LEGAL DESCRIPTION OF LICENSE AREA, CONNECTION POINT AND
LICENSOR'S FACILITIES AREA**

LICENSE AREA

A 10 FOOT WIDE AREA BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN TOOELE CITY, TOOELE COUNTY, UTAH.

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 2 OF TOOELE LANDING, A SUBDIVISION RECORDED IN THE TOOELE COUNTY RECORDER'S OFFICE BEING 1192.81 FEET SOUTH 89°43'06" WEST ALONG THE SECTION LINE; 1456.20 FEET NORTH 0°16'54" WEST TO THE NORTHEAST CORNER OF LOT 1 OF SAID TOOELE LANDING; 396.61 FEET SOUTH 6°50' WEST AND 206.42 FEET NORTH 83°10' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 16 AND RUNNING THENCE SOUTH 6°34'21" WEST 53.64 FEET TO A POINT OF TERMINATION (THE "LICENSE AREA TERMINATION POINT" OR "CONNECTION POINT").

LICENSOR'S FACILITIES AREA

A 10 FOOT WIDE AREA BEING 5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

A PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN TOOELE CITY, TOOELE COUNTY, UTAH.

BEGINNING AT THE "LICENSE AREA TERMINATION POINT" DESCRIBED ABOVE AND RUNNING THENCE NORTH 83°25'06" WEST 217.39 FEET TO A POINT OF TERMINATION.

CONNECTION POINT

THE "CONNECTION POINT" SHALL BE THE COMMON POINT OF THE CENTERLINE OF THE LICENSE AREA AND THE CENTERLINE OF THE LICENSOR'S FACILITIES AREA.

Exhibit G

Joint Facilities

Licensor's Facilities

A = 21°58'23"
R = 350.00'
L = 131.56'
LO = 130.61'
W 17°50'16" E

Ford

Connection Point

Blue Sky Parcel

License Area (10 ft)

North Street

Retail Shops
11,080 s.f.

Restaurant
2,988 s.f.

Lot 4

Lot 2

Lot 1

Restaurant
3,446 s.f.

TOOELE LANDING
Phase III
7,663 s.f.

Phase IV
6,656 s.f.

135.00'

100.00'

100.00'

Lot 3

Lot 4

Fantastic Sa

Tooele Gateway Subdivis

Utah State Highway

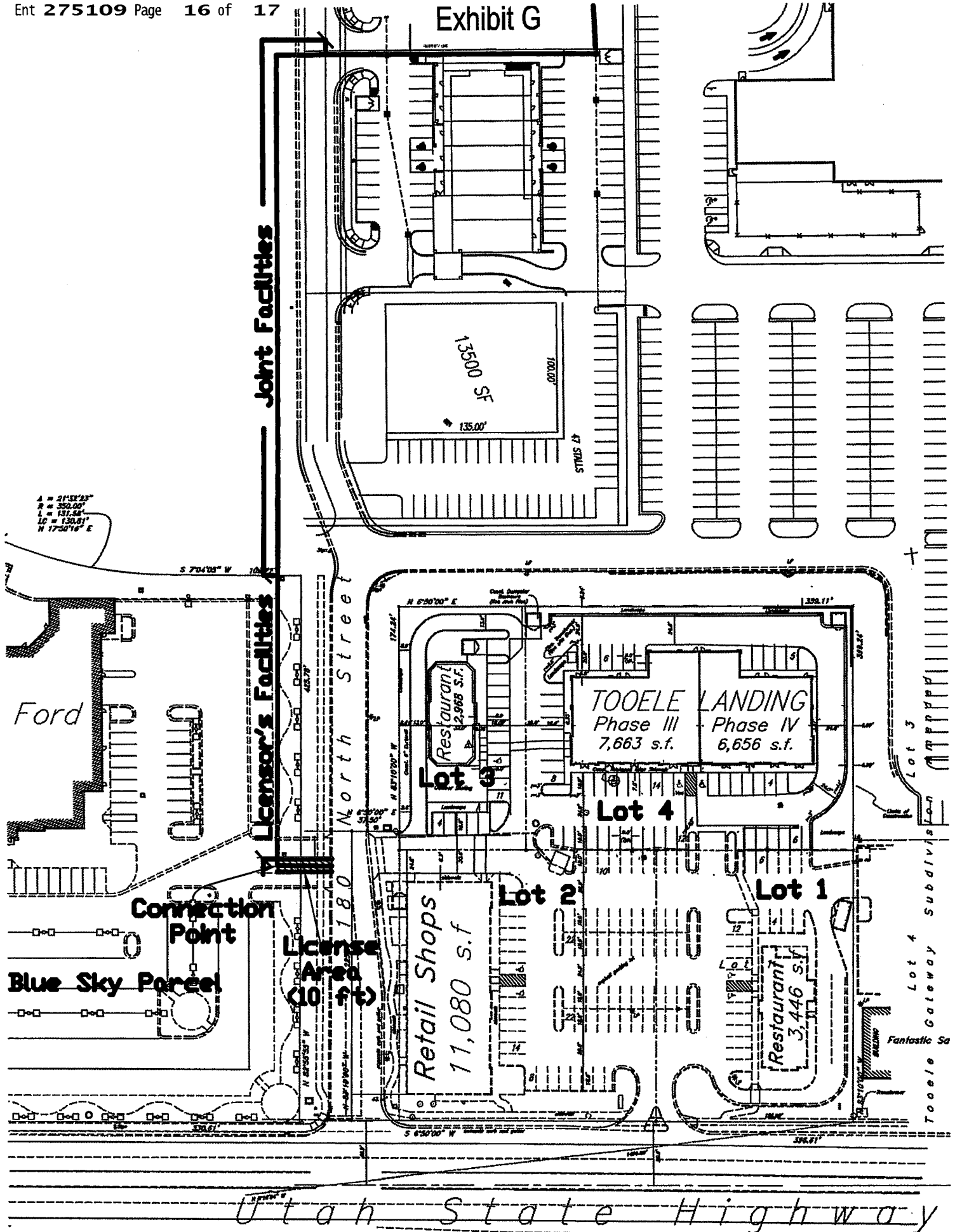


EXHIBIT "H"
LEGAL DESCRIPTION OF QUALITY CHEVROLET PARCEL

PARCEL 1:

COMMENCING AT A POINT WHICH IS NORTH 89°43'06" EAST ALONG THE SECTION LINE 839.92 FEET AND NORTH 00°16'54' WEST FROM THE SOUTH 1¼ CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 0°13'42" WEST 183.68 FEET; THENCE NORTH 47°47'04" EAST 690.760 FEET TO THE WEST LINE OF STATE ROAD 36; THENCE SOUTH 6°47'34" WEST 632.99 FEET; THENCE SOUTH 33°38'25" WEST 4.06 FEET TO A 37.89 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG SAID ARC A DISTANCE OF 22.44 FEET; HAVING A CENTRAL ANGLE OF 32°58'53"; THENCE SOUTH 89°45'03" WEST 416.44 FEET TO THE POINT OF BEGINNING.

02 - 127 - 0 - 0042