12591073 8/7/2017 11:27:00 AM \$54.00 Book - 10585 Pg - 6813-6834 JULIE DOLE Recorder, Salt Lake County, UT JONES WALDO HOLBROOK MCDONOUGH BY: eCASH, DEPUTY - EF 22 P.

After recording, return to:

Lucy Jenkins Jones, Waldo, Holbrook & McDonough, P.C. 170 S. Main Street, Suite 1500 Salt Lake City, UT 84101

GENERAL RELEASE

This GENERAL RELEASE ("Release") is made and entered into as of July 20, 2017 by and among plaintiff Sherrill Blanchard, as Trustee of the Dykes Family Trust, on the one hand ("Plaintiff"), and The Love Machine Company Incorporated, a Utah corporation, Marian N. Love, The Estate of Richard S. Love, The Richard and Marian Love Trust, Spencer F. Jenson, Joyce L. Jenson, The Estate of Beth S. Love, and Beth S. Love Revocable Trust, on the other hand (collectively "Defendants"), and Steel Mill Fabricators, Inc., a Utah corporation, DOTT, LLC, a Utah limited liability company, and JICK, L.C., a Utah limited liability company, on another hand (collectively "Other Parties"). Plaintiff and Defendants, and Other Parties are hereinafter sometimes referred to individually as a "party" or collectively as "parties."

RECITALS

- A. On or about June 27, 2014, Plaintiff filed a complaint against the Defendants listed herein, and DOES 1-10 in the United States District Court, District of Utah, Central Division entitled, "Sherrill Blanchard, as Trustee of The Dykes Family Trust v. The Love Machine Company, Inc., et al.," Civil Case No. 2:14-CV-00475-PMW (2:14-CV-00475-TC). The complaint pled causes of action under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq. and common law (collectively "Lawsuit").
- B. Plaintiff brought the Lawsuit and is agreeing to this Release solely in her capacity as Trustee of the Dykes Family Trust and not in her individual capacity.
- C. The Lawsuit involves certain real property located at approximately 47 East 700 South, Salt Lake City, Utah and more particularly described at Exhibit 1 hereto ("Property").
- D. Soil and groundwater within the Property are contaminated from historic releases of hazardous substances primarily from the past operation of a chrome plating shop on the Property ("Contamination").
- E. Anticipated work will be conducted relating to the Contamination, as follows: (i) soils impacted by the Contamination need to be further investigated and cleaned up; (ii) groundwater both on and potentially off of the Property needs to be further investigated and possibly cleaned up and monitored; (iii) the Utah Department of Environmental Quality or United States Environmental Protection Agency ("Agency") will provide oversight of the

foregoing investigation, cleanup and monitoring; (iv) conducting a human health risk assessment if and as required by Agency; (v) continued compliance with a "site management plan" and/or an "environmental covenant" in forms required and approved by Agency; and (vi) potentially ongoing monitoring of groundwater on and off the Property impacted by the Contamination as required by Agency (collectively "Work").

- F. The parties have entered into a Settlement Agreement and Mutual Release dated July 20, 2017 under which the parties agreed to settle the Lawsuit, Plaintiff agreed to dismiss with prejudice the Lawsuit, Plaintiff agreed to conduct the Work related to the Contamination, Defendants agreed to pay a certain sum of money to Plaintiff to pay for the Work, and Plaintiff agreed to the release of claims set forth in Paragraph 2 below, for herself and her successors in interest to the Property.
- G. The parties agree and acknowledge that the execution of this Release will avoid protracted, uncertain and expensive litigation, that the terms and conditions herein are fair and reasonable, and that each party is receiving consideration which each acknowledges is a substantial and valuable benefit as a result of this settlement and Release.

AGREEMENT

NOW, THEREFORE, in consideration of the conditions, covenants, premises and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. **Recitals.** The recitals set forth herein are intended by the parties to evidence their intent in executing this Release and to describe the circumstances surrounding their execution, and the parties intend that this Release be construed in a manner consistent with the recitals. Accordingly, the recitals are, by express reference, made a part of the terms and conditions herein, and this Release shall be construed in the light thereof.
- Plaintiff's Release and Discharge. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Plaintiff, for herself and her predecessors, successors, assigns, agents and affiliates, releases, acquits and forever discharges all Defendants and Other Parties, their agents, servants, employees, managers, officers, directors, shareholders, members, trustees, successors, assigns, heirs, executors, administrators, personal representatives, attorneys, insurers, predecessor and successor companies, subsidiaries, affiliates and related companies, parent companies, their respective managers, officers, directors, shareholders, members, employees, trustees, successors, assigns, heirs, executors, administrators, personal representatives, attorneys, and insurers, and each of them, and all other persons, firms, corporations, associations and/or partnerships associated with Defendants of and from any, all and every claim, or cause of action including, without limitation, any claims based on common law, statutory claims, violations, demands, rights, damages, costs, civil fines or penalties, expenses, compensation and liability of whatever kind or nature to which Plaintiff may be entitled on account of, or in any way arising out of, or related to, the Lawsuit, claims, causes of action and facts alleged therein, whether known or unknown or pled in the Lawsuit or in response thereto or otherwise relates to the Contamination or the Work (collectively the "Claims"). Plaintiff's release and discharge set forth in this paragraph applies

only to Claims related to the Property and does not apply to: (i) Claims related to real property other than the Property; or (ii) Plaintiff's Claims related to failure to comply with or breach of the terms of the Settlement Agreement by any of the Defendants or Other Parties.

Release Runs With the Property. The parties represent and warrant that the Plaintiff's Release and Discharge in Paragraph 2 hereof is intended by the parties to run with the Property as a restrictive covenant or equitable servitude or restriction (collectively "Covenant"). The parties acknowledge that the Covenant touches and concerns the Property because the same directly relates to air space above and the surface and subsurface of, including but not limited to the soils, groundwater and surface water on and within the Property that is asserted to be, or in the future may be, affected by the Contamination. Further, the parties acknowledge that the Property has been directly affected by the Covenant.

Each of the parties represents and warrants as follows:

- 4. Advice of Counsel. Each of the parties to this Release represents and warrants that in entering into this Release they have each been fully advised or represented by legal counsel of their own independent selection, are familiar with the circumstances and disputes leading to this Release, and are relying upon their own judgment and the advice of their own counsel.
- 5. **No Duress.** Each of the parties hereto hereby represents and warrants that they have individually read this entire agreement, that the contents are fully known and understood and that the same has been executed by each party freely, without any promises (other than those set forth herein), threats or the exertion of duress.
- 6. Authorization and Capacity to Execute. Each of the parties hereto represents and warrants that (a) this Release has been duly authorized by the party and the person or persons executing this Release is authorized to do so, (b) the execution and performance of this Release shall not violate any other obligation which any of the party may have by contract or operation of law, and (c) the person signing this Release is legally competent to execute the same.
- 7. **Counterparts.** This Release may be executed in one or more copies (including electronic copies), all of which constitute a single instrument upon delivery and exchange of signed copies by the parties. Any party hereto may execute and deliver a scanned emailed signature page of this Release, signed by such party, and any such emailed signature has the same force and effect as an original signature.
- 8. **Enforceability.** This Release is binding and enforceable in accordance with its terms and conditions. In the event legal action, other judicial process or any other action is necessary to enforce the terms of this Release, the prevailing party is entitled to its reasonable attorney fees and costs.
- 9. **Governing Law.** This Release shall be construed and interpreted in accordance with the laws of the State of Utah.

- 10. **Effective Date of Release.** This Release is effective after it has been executed by all of the parties.
- 11. **No Implied Waiver.** No waiver or indulgence of any breach or series of breaches of this Release shall be deemed or construed as a waiver of any other breach of the same or any other provision hereof or affect the enforceability of any part or all of this Release, and no waiver shall be valid unless executed in writing by the waiving party.
- 12. **Jointly Drafted.** This Release was jointly drafted by the parties and the language of all parts of this Release shall in all cases be construed as a whole according to their meaning and not strictly for or against any of the parties.
- 13. IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS RELEASE IN THEIR INDIVIDUAL CAPACITY OR AS DULY AUTHORIZED REPRESENTATIVES FOR THE ENTITIES ON WHOSE BEHALF THEY ARE SIGNING, AS APPLICABLE.
- 14. Successors and Assigns. This Release is binding in all respects upon and inures to the benefit of, the heirs, successors and assigns of the parties to this Release.
 - 15. **Governing Law.** This Release is governed by the laws of the State of Utah.
- 16. **Severability**. In the event that a court of competent jurisdiction enters a final judgment holding invalid any material provision of this Release, the remainder of this Release shall be fully enforceable.
- 17. **Integration**. This Release constitutes the entire agreement of the parties and a complete merger of prior negotiations and agreements. This Release shall not be modified except in writing signed by the parties or their authorized representatives.
- 18. **Fees and Costs**. In any action to enforce, interpret, or seek damages for violation of this Release, the prevailing parties shall recover all attorney fees, litigation expenses and court costs.

By: Sherril	Sheel Blanchard TR I Blanchard, as Trustee of the Dykes Family Trust
	LOVE MACHINE COMPANY INCORPORATED, corporation
By: Its:	
	L MILL FABRICATORS, INC., corporation
By: Its:	
	LLC, limited liability company
By: Its:	
JICK, a Utah	L.C, limited liability company
By: Its:	Beth S. Love Manager
	By: Beth Ann Hammer Executor of The Estate of Beth S. Love
By: Its:	Richard S. Love Manager
	By: Wayne Jones Executor of The Estate of Richard S. Love

By:		
	ll Blanc	chard, as Trustee of the Dykes Family Trust
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By:		rd S. Love
Its:	Mana	ger
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	By:	Wayne Jones
		Executor of The Estate of Richard S. Love

Ву:		
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Its:	Mana	ger
	By:	
		Wayne Jones
		Executor of The Estate of Richard S. Love

By: Sherri	l Blanchard, as Trustee of the Dykes Family Trust
	LOVE MACHINE COMPANY INCORPORATED, corporation
By: Its:	
	L MILL FABRICATORS, INC., corporation
By: Its:	
	c, LLC, limited liability company
By: Its:	
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	By: Beth Ann Hammer Executor of The Estate of Beth S. Love
By:	Richard S. Love
Its:	Manager
	By: My Mg
	Wayne Jones
	Executor of The Estate of Richard S. Love

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By: Its:	Myres
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SPEN	CER F. JENSON
Ву:	Richard Jenson, Attorney in Fact for Spencer F. Jenson
JOYC	E L. JENSON
Ву:	Richard Jenson, Attorney in Fact for Joyce L. Jenson
THE I	ESTATE OF BETH S. LOVE
By:	Beth Ann Hammer, Executor

MAR	IAN N. LOVE
By: Her:	
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THE	ESTATE OF RICHARD S. LOVE
By: Its:	<u> </u>
THE	RICHARD AND MARIAN LOVE TRUST
Ву:	
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SPEN	NCER F. JENSON
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	Richard Jenson, Attorney in Fact for Spencer F. Jenson
JOY	CE L. JENSON
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Ву:	Richard Jenson, Attorney in Fact for Joyce L. Jenson
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Ву:	Beth Ann Hammer, Executor

BETH S. LOVE REVOCABLE TRUST

Ву:	Styn 12 mm	
•	Gordon Hammer, Trustee	_
STAT	TE OF UTAH)	
a	: ss.	
Count	ty of)	
	On July, 2017, before me,	, a Notary Public
in and		HERRILL BLANCHARD, the Trustee of the DYKES
		(or proved to me on the basis of satisfactory
	•	ubscribed within the instrument and acknowledged to
		uthorized capacities, and that by his/her signature on
		n behalf of which the person acted, executed the
instrur	ment.	
	WITNESS my hand and official seal	1.
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		Notary Public in and for said State
		Notary Fublic in and for Said State
Му Со	ommission Expires:	
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BETH S. LOVE REVOCABLE TRUST

By: Gordon Hammer, Trustee		
Gordon Hammer, Habite		
STATE OF UTAH)		
STATE OF UTAH) : ss. County of Salt Lake)		
On July 20, 2017, before me, Marsha Rosati, a Notary Public in and for said state, personally appeared SHERRILL BLANCHARD, the Trustee of the DYKES FAMILY TRUST, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that _he executed the same in his/her authorized capacities, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.		
WITNESS my hand and official seal.	Marsha Rosati	
	Notary Public in and for said State	
My Commission Expires:	MARSHA ROS	

STATE OF UTAH : ss. County of Salf Lall On July 26, 2017, before me, State And Love, a Notary Public in and for said state, personally appeared DOUGLAS A. LOVE, the State And Company, INC., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted,
WITNESS my hand and official seal. Wotary Public in and for said State My Commission Expires:
Carol S. MacKay NOTARY PUBLIC - STATE OF UTAM My Comm. Exp. 09/19/2019 Commission # 684679
STATE OF UTAH County of Self (All) On July 26, 2017, before me, County of Self (All) On July 26, 2017, before me, County of Self (All) of Steel Mill Fabricatory (Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Notary Public in and for said State
My Commission Expires: 9,19.19 Carol S. MacKay NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 09/19/2019
Commission # 684679

STATE OF UTAH)
County of last Lake SS.
On July <u>26</u> , 2017, before me, <u>and for said state</u> , personally appeared <u>ouglas A Love</u> , the <u>ollar ages</u> of DOTT, LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal. And
My Commission Expires:
9.19.19
Carol S. MacKay NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 09/19/2019 Commission # 684679
STATE OF UTAH) : ss.
County of)
On July, 2017, before me,, a Notary Public in and for said state, personally appeared BETH ANN HAMMER, the Executor of THE ESTATE OF BETH S. LOVE, on behalf of BETH S. LOVE, Manager of JICK, L.C., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.
Notary Public in and for said State
My Commission Expires:

STATE OF UTAH)	
	: ss.	
County of)	
On July . 20)17. before me.	a Notary Public in and
for said state, personal	ly appeared	, a Notary Public in and, the
of DOTT, LLC, person	ally known to me (or	proved to me on the basis of satisfactory evidence)
to be the person whose	name is subscribed wi	ithin the instrument and acknowledged to me that he s, and that by his signature on the instrument, the
		e person acted, executed the instrument.
WITNESS my	hand and official seal.	
		Notary Public in and for said State
My Commission Expir	es:	•
STATE OF LITAH)	
DIMIL OF CHAIL	; ss.	
STATE OF UTAH County of Salt La	ake)	
		1
		bara W. Thurson Notary Public in and for
	• -	IAMMER, the Executor of THE ESTATE OF
		E, Manager of JICK, L.C., personally known to me
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		Barbara W. /hur grod Notary Public in and for said State
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My Commission Expir	es:	
11-19-2021		arbara W. Thurgood
		DTARY PUBLIC - STATE OF UTAH / Comm. Exp. 11/19/2020
		Sommission # 691603

STATE OF UTAH County of Salt Lake On July 25^t, 2017, before me, WAYNE JONES, the Attorney-in-Fact under Power of Attorney for Marian N. Love, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Carol S. MacKay NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 09/19/2019 Commission # 684679 STATE OF UTAH On July **25**, 2017, before me, **/** in and for said state, personally appeared WAYNE JONES, the Executor of THE ESTATE OF RICHARD S. LOVE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. Carol S. MacKay

NOTARY PUBLIC - STATE OF ÚTAH

My Comm. Exp. 09/19/201 Commission # 684679 Notary Public in and for said State

STATE OF UTAH)	
County of Salt Lake; ss.	
On July 25, 2017, before me, which in and for said state, personally appeared WAY MARIAN LOVE TRUST, personally known to evidence) to be the person whose name is subset me that he executed the same in his authorized instrument, the person, or the entity upon behalf instrument.	NE JONES, the Trustee of THE RICHARD AND me (or proved to me on the basis of satisfactory cribed within the instrument and acknowledged to capacities, and that by his signature on the
WITNESS my hand and official seal.	() 1 IM I/.
Carol S. MacKay NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 09/19/2019 Commission # 684679	Notary Public in and for said State
My Commission Expires:	
STATE OF UTAH) : ss. County of)	
On July, 2017, before me,	
WITNESS my hand and official seal.	
My Commission Expires:	Notary Public in and for said State

STATE OF UTAH)
Country of	: SS.
County of	_)
in and for said state, persona MARIAN LOVE TRUST, p evidence) to be the person w me that he executed the sam	before me,
WITNESS my hand	and official seal.
	Notary Public in and for said State
My Commission Expires:	Section of the sectio
STATE OF UTAH County of Salflake) : ss.)
and for said state, personally JENSON, personally known	pefore me, Barbara W. Thur cook a Notary Public in appeared RICHARD JENSON, Attorney in Fact for SPENCER R. a to me (or proved to me on the basis of satisfactory evidence) to be abscribed to this instrument, and acknowledged to me that he
WITNESS my hand	Barbara W. Thursond
My Commission Expires:	Notary Public in and for said State
11-19-2020	Barbara W. Thurgood NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 11/19/2020 Commission # 691603

STATE OF UTAH County of <u>Salf Lake</u>

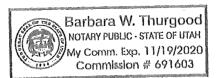
On July 25, 2017, before me, Barbara W. Thursond, a Notary Public in and for said state, personally appeared RICHARD JENSON, Attorney in Fact for JOYCE L. JENSON, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Barbara W. hur good
Notary Public in and for said State

My Commission Expires:

11-19-2020



STATE OF UTAH

County of Salt Lake

On July 25, 2017, before me, Barbara W. Mursoo in and for said state, personally appeared BETH ANN HAMMER, the Executor of THE ESTATE OF BETH S. LOVE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed within the instrument and acknowledged to me that she executed the same in her authorized capacities, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public in and for said State

My Commission Expires: 11-19-2020

Barbara W. Thurgood NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 11/19/2020 Commission # 691603

STATE OF UTAH)	
: ss. County of)	
REVOCABLE TRUST, personally known to r	-
WITNESS my hand and official seal.	
	Notary Public in and for said State
My Commission Expires:	
STATE OF UTAH County of Salt Lake State OF UTAH State OF UTAH	
On July 35, 2017, before me and for said state, personally appeared WAYNE JORICHARD S. LOVE, on behalf of RICHARD known to me (or proved to me on the basis of said state).	S. LOVE, Manager of JICK, L.C., personally satisfactory evidence) to be the person whose acknowledged to me that he executed the same in ture on the instrument, the person, or the entity
WITNESS my hand and official seal. Carol S. MacKay NOTARY PUBLIC - STATE OF UTAH	Carol & Mae Kay
My Comm. Exp. 09/19/2019 Commission # 684679	Notary Public in and for sald State

STATE OF UTAH))		
County of Saltlake	: ss.)		
On July <u>25</u> , 2017, be in and for said state, personally REVOCABLE TRUST, person evidence) to be the person who me that he executed the same i	y appeared GORI nally known to m ose name is subso in his authorized	nava W. Mur Goo, a Notary Public DON HAMMER, the Trustee of BETH S. LOVE ne (or proved to me on the basis of satisfactory cribed within the instrument and acknowledged to capacities, and that by his signature on the f of which the person acted, executed the	
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My Commission Expires:			
11-12-2020	NOTARY PU My Comm	a W. Thurgood BLIC - STATE OF UTAH 1. Exp. 11/19/2020 Ission # 691603	
STATE OF UTAH):) : ss.		
County of))		
On July, 2017, before me,			
		Notary Public in and for said State	
My Commission Expires:		•	

EXHIBIT 1

TO GENERAL RELEASE

Beginning at the Southwest corner of Lot 1, Block 21, Plat A Salt Lake Survey; thence

East 30 ¾ feet; thence North 10 rods; thence West 55 ½ feet; thence South 10 rods; thence East 1 ½ rods to the point of beginning. [Assessor's Parcel 101008]

Beginning 30 ¾ feet East of the Southwest corner of Lot 1, Block 21, Plat A Salt Lake Survey; thence East 60 feet; thence North 10 rods; thence West 60 feet; thence South 10 rods to the point of beginning. [Assessor's Parcel 101009]

Beginning 90 ¾ feet East of the Southwest corner of Lot 1, Block 21, Plat A Salt Lake Survey; thence East 10.63 feet; thence North 10 rods; thence West 10.52 feet; thence South 10 rods to the point of beginning. [Assessor's Parcel 101018]

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