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 5/28/2010 4:40:00 PM \$87.00
 Book - 9829 Pg - 6599-6630
 Gary W. Ott
 Recorder, Salt Lake County, UT
 BACKMAN TITLE SERVICES
 BY: eCASH, DEPUTY - EF 32 P.

Recording Requested by and
 When Recorded, Send To:

Porter's Point, LLC
 Attn: Ronald Thorne
 2389 West Bonanza Court
 South Jordan, Utah 84095
 Bts 5-061075

APN: 33-12-300-060 33-12-300-059
 33-13-100-037 33+12-300-058-4001-4002
 33-12-300-062 33-12-300-061 Space above this line for Recorder's Use
 33-12-300-057

DEVELOPMENT AND EASEMENT AGREEMENT

THIS DEVELOPMENT AND EASEMENT AGREEMENT ("Agreement") is made and entered into as of this 27 day of May, 2010, by and between Georgios Investments, LLC, a Utah limited liability company ("Georgios"), Byron Investments, LLC, a Utah limited liability company ("Byron"), Porter's Point, LLC, a Utah limited liability company ("Porter's Point"), Artemis Investments, LLC, a Utah limited liability company ("Artemis"), Aspasia Investments, LLC, a Utah limited liability company ("Aspasia"), Athenais Investments, LLC, a Utah limited liability company ("Athenais"), and Bank of American Fork, a Utah corporation ("Bank"). Georgios, Porter's Point, Artemis, Aspasia, Athenais, Byron, and Bank are sometimes referred to herein each as a "Party" and collectively as the "Parties."

RECITALS

- A. Georgios owns parcels of real property (the "Georgios Parcel") located in the City of Bluffdale (the "City"), Salt Lake County, State of Utah, which real property collectively contains approximately 3.25 acres and is more particularly described in Exhibit A, attached hereto and incorporated herein.
- B. Porter's Point owns parcels of real property (the "Porter's Point Parcel") located in the City of Bluffdale, Salt Lake County, State of Utah, which real property collectively contains approximately 4.26 acres and is more particularly described in Exhibit B, attached hereto and incorporated herein.
- C. Artemis owns parcels of real property (the "Artemis Parcel") located in the City of Bluffdale, Salt Lake County, State of Utah, which real property collectively contains approximately 28.5 acres and is more particularly described in Exhibit C, attached hereto and incorporated herein.
- D. Aspasia owns parcels of real property (the "Aspasia Parcel") located in the City of Bluffdale, Salt Lake County, State of Utah, which real property collectively contains approximately 11.84 acres and is more particularly described in Exhibit D, attached hereto and incorporated herein.
- E. Athenais owns parcels of real property (the "Athenais Parcel") located in the City of Bluffdale, Salt Lake County, State of Utah, which real property collectively contains approximately 18.34 acres and is more particularly described in Exhibit E, attached hereto and incorporated herein.

- F. Byron owns two parcels of real property (collectively, the “Byron Parcel”) located in the City of Bluffdale, Salt Lake County, State of Utah, which real property collectively contains approximately 19.96 acres and is more particularly described in Exhibit F, attached hereto and incorporated herein. The Porter’s Point Parcel, the Artemis Parcel, the Aspasia Parcel, the Athenais Parcel, and the Byron Parcel are collectively referred to herein as the “Porter’s Point Property.”
- G. Bank has a first-priority lien against the Porter’s Point Parcel, the Artemis Parcel, the Aspasia Parcel, the Athenais Parcel, and the Byron Parcel which lien secures certain indebtedness and other obligations of Porter’s Point, Artemis, Aspasia, Athenais and/or Byron to Bank.
- H. The Parties desire to memorialize their agreement concerning easements and improvements to be placed upon the Georgios Parcel to design, install and construct the infrastructure improvements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 GRANT OF EASEMENTS

1.1 Access Easement. Georgios hereby grants, conveys and warrants to Porter’s Point, Artemis, Aspasia, Athenais, and Byron a perpetual, permanent and non-exclusive easement running with the land over, through and across the Georgios Parcel for pedestrian and vehicular ingress to and egress from the Porter’s Point Property, and to plan, install, place, and construct a road to be dedicated for public use (including grading, road base and asphalt, curb, gutter, sidewalk, street lighting, park strip irrigation and landscaping to the extent required by the City of Bluffdale) and related improvements (collectively, the “**Road Improvements**”), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same.

1.2 Utility Easement. Georgios hereby grants, conveys and warrants to Point, Artemis, Aspasia, Athenais, and Byron a perpetual, permanent and non-exclusive easement running with the land over, through, under, and across the Georgios Parcel to plan, install, place, and construct utilities, and related facilities and all appurtenances thereto (including, but not limited to, culinary and secondary water, natural gas, electricity, storm water drainage, sanitary sewer, data and telecommunications) and associated facilities and improvements (collectively, the “**Utility Improvements**”), and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same. The Parties acknowledge and agree that the Development Agreement with the City provides that data and communications lines may be placed and maintained within the road right-of-way and under the Road Improvements. As such, the road rights-of-way shall also provide for the placement of Utility Improvements.

1.3 Storm Water Drainage Easement. Porter’s Point, Artemis, Aspasia, Athenais, and Byron to the extent applicable, hereby grant to Georgios a perpetual, permanent and non-exclusive easement running with the land: (a) over, through, under, and across the Porter’s Point Property to plan, install, place, and construct an underground storm water pipeline, and related facilities and all appurtenances thereto (collectively, the “**Storm Water Drainage Improvements**”) from the Georgios Parcel to the storm water drainage retention/detention basin located on the Porter’s Point Property and thereafter maintain, operate, inspect, alter, remove, replace, and protect the same, and (b) over the storm water drainage retention/detention basin located on the Porter’s Point Property for the discharge of storm water into and onto such storm water drainage retention/detention basin. The Storm Water Drainage Improvements shall also include any remaining improvements to the storm water retention/detention

basin located on the Porter's Point Property. The Road Improvements, the Utility Improvements, and the Storm Water Drainage Improvements are collectively referred to herein as the "Improvements."

1.4 Ancillary Easements. Georgios also hereby grants, conveys and warrants to Porter's Point, Artemis, Aspasia, Athenais, and Byron: (a) an easement running with the land on, over, through, and across the Georgios Parcel for any necessary slopes, fills and lateral support for the Road Improvements, (b) an easement on, over, through, and across on the real property adjacent to the Road Improvements for storm water drainage, and (c) a construction easement over, through and across that certain real property located ten (10) feet on either side of the Easements (as defined in Section 1.4 below) to aid in the installation, placement, construction, repair, and maintenance of the Improvements.

1.5 General Easement Covenants. The location and width of the easement for the Road Improvements and the easement for the Utility Improvements shall initially burden the entire Georgios Parcel and shall be further defined when the Improvements are designed and constructed. The location and width of the easement for the Storm Water Drainage Improvements shall initially burden the entire Porter's Point Property and shall be further defined when the Improvements are designed and constructed. When the first of any portion of the Porter's Point Property or the Georgios Parcel is developed, the then-current owner of such developing parcel ("the **Developing Owner**") shall notify, in writing, the non-developing owner (the "**Non-developing Owner**") and the Parties shall mutually agree upon the alignment and location of the Improvements. If the Parties cannot mutually agree upon the alignment of the Improvements or if the Non-developing Owner fails to respond to such notification within twenty (20) calendar days after receiving such written notice, the Parties agree that the Improvements may be placed within the alignment shown on the development plan attached hereto and incorporated herein as Exhibit G. The width of the easement for the Road Improvements, including any ancillary easements as discussed in Section 1.3 above (the "**Road Easement**"), shall be the width required by the City of Bluffdale to service the proposed development on the Georgios Parcel and the Porter's Point Property, and shall at least be satisfactory to service the proposed development as set forth in the existing Development plans for such parcels. The location and width of the easements for the Utilities (the "**Utility Easements**") shall be the location and width required by the City and the various utility providers in consideration of the placement of the Road Easement. The location and width of the easement for the Storm Water Drainage Improvements shall correspond with the Road Improvements to be placed upon the Porter's Point Property and may overlap with the road rights-of-way and/or public utility easements located on the Porter's Point Property. The Road Easement and the Utility Easements are collectively referred to herein as the "**Easements**" and the property encumbered by the Easements are collectively referred to herein as the "**Easement Property**." If requested, Georgios agrees to sign any dedication plats and/or other documents that convey and dedicate to the City the Road Easement, the Utility Easements (to the extent applicable), the Road Improvements, and the Utility Improvements (to the extent applicable) in form and content acceptable to the City. In addition, if requested by any utility providers Georgios agrees to sign any grant of easements and dedicate and convey any Utility Improvements located on the Georgios Parcel to such utility provider upon forms acceptable to such utility providers. If requested, Porter's Point, Artemis, Aspasia, Athenais, and/or Byron agree to sign any dedication plats and/or other documents that convey and dedicate to the City the Storm Water Drainage Easement and the Storm Water Drainage Improvements located on the Porter's Point Property (to the extent applicable) in form and content acceptable to the City. The Easements granted herein shall continue in full force and effect until such time as the Easement Property and the Road Improvements, the Utility Improvements, and the Storm Water Drainage Improvements have been dedicated to and accepted by the City and/or the applicable utility providers. The Easements granted herein shall burden the serviant Georgios Parcel and the Porter's Point Property, as the case may be, and benefit and be appurtenant to the dominant Porter's Point Property and the Georgios Parcel, as the case may be.

ARTICLE 2
CONSTRUCTION OF IMPROVEMENTS

2.1 Improvements. The Developing Owner shall design the Road Improvements, the Utility Improvements, and the Storm Water Drainage Improvements. The Developing Owner shall cause plans and specifications for the Improvements to be prepared by a professional and competent architectural and/or engineering firm. The design of the Improvements shall be consistent with the requirements set forth in the Development Agreement dated as of December 11, 2007 and recorded pursuant to that certain Notice of Development Agreement dated June 30, 2008, and recorded on July 2, 2008 in the official records of Salt Lake County, Utah as Entry number 10470370 in Book 9623 at Page 8016, and shall be designed with sufficient capacity to accommodate the future development of the Georgios Parcel and the Porter's Point Property consistent with the existing development plan for such parcels, including storm water drainage pipe tie-ins for the Porter's Point Property. In addition, any plans shall comply with any and all applicable fire and building codes pertaining to the Georgios Parcel, the Porter's Point Property and the balance of the Independence at Bluffdale project located on nearby and/or adjacent property (the "**Independence Property**"), including, but not limited to, providing for a temporary secondary fire access road in locations as needed to allow the Porter's Point Property and the Independence Property to comply with any requirements of the City or any applicable building or fire code. Any required secondary access roads shall be included as part of the Road Improvements. The Developing Owner will provide a copy of the proposed plans to the Non-developing Owner. The Non-developing Owner may provide comments to the proposed plans to the Developing Owner within twenty (20) days after the date the proposed plans were sent to the Non-developing Owner. If the Non-developing Owner timely provides comments to the proposed plans, the Developing Owner will work in good faith to resolve the comments and revise the proposed plans. Any Improvements constructed by Georgios shall be stubbed to a location five feet within the boundary of the Porter's Point Property. The Developing Owner shall install and construct the Improvements in a good workmanlike manner using new materials and to diligently prosecute the Improvements to completion after the commencement of work. All Improvements, installation and work to be constructed or performed by the Developing Owner pursuant to this Agreement, shall be constructed and/or performed in compliance with all applicable laws, ordinances, orders, rules, regulations, codes (including building and safety codes), permits, and requirements of any governmental entity ("**Laws**").

2.2 Assumption by Non-performing Owner. If the Developing Owner commences construction of the Improvements and then ceases construction for a period of time in excess of thirty (30) consecutive days and thereafter fails to commence the construction of the Improvements within thirty (30) days after notice (the "**Notice to Perform**") from the non-developing Owner and if the non-developing Owner desires to develop its parcel, the non-developing Owner ("**Assuming Owner**") may assume the responsibility to construct the Improvements by sending a second notice ("**Assumption Notice**") to the Developing Owner. Upon receipt of the Assumption Notice, the Developing Owner will provide to the Assuming Owner copies of all plans and specifications, documents, and contracts pertaining to the Improvements. Following delivery of an Assumption Notice, (a) the Assuming Owner shall thereafter have all of the rights of the Developing Owner with respect to the Improvements to be constructed on the Georgios Parcel as set forth herein, and may complete any or all of the Improvements (under no circumstances shall the Assuming Owner be deemed to have assumed the Developing Owner's financial obligations toward the costs of the Improvements pursuant to work previously performed by the Developing Owner or contracts entered into by the Developing Owners (except for any work specifically assumed by the Assuming Owner); (b) the Developing Owner shall cooperate with the Assuming Owner in connection therewith (including, but not limited to, delivering such notifications and instructions to contractors employed by the Developing Owner and their subcontractors as the Assuming Owner reasonably deems appropriate to complete the Improvements); and (c) the Assuming Owner shall have the same rights herein as Georgios as the contracting party.

**ARTICLE 3
COSTS AND REIMBURSEMENT**

3.1 Cost of Construction and Installation. Subject to the terms of Section 2.2 above and Section 3.2 below, the Developing Owner shall be responsible for all Costs associated with the Improvements. As used herein, the term “Costs” shall mean the hard and soft costs incurred in connection with the construction and installation of the Improvements, including, but not limited to, costs of design services, costs of labor, materials and supplies, blue printing services, construction staking, demolition, soil amendments or compaction, any processing, plan check or permit fees, and engineering services required to obtain a permit for and complete the Improvements, costs of insurance, costs of bonding required by any governing authorities, any corrections, changes or additions to work required by the City or necessitated by site conditions, sales tax, contractor’s so called “**general conditions**”, a contractor’s fee to third party contractors, and any contingency funds.

3.2 Reimbursement. In the event Porter’s Point, Artemis, Aspasia, Athenais, Byron, or Bank is the Developing Owner (or becomes the Assuming Owner), Georgios shall reimburse Porter’s Point, Artemis, Aspasia, Athenais, Byron, or Bank, as the case may be, for any and all Costs associated with the Improvements and Easement located on the Georgios Parcel and Georgios’s pro rata share of the Costs of the Storm Water Drainage Improvements (the “**Georgios Costs**”). Upon completion of the Improvements, Porter’s Point, Artemis, Aspasia, Athenais, Byron, or Bank, as the case may be, may provide Georgios a statement of the Georgios Costs. Georgios shall reimburse Porter’s Point, Artemis, Aspasia, Athenais, Byron, or Bank, as the case may be, for the Georgios Costs, together with interest thereon at the rate of 1.5% per annum from the date such statement is sent to Georgios until the date the Georgios Costs are reimbursed in full, within thirty (30) days after the date on which Georgios completes construction of its contemplated building improvements on the Georgios Parcel. Georgios’ obligation to pay the Georgios Costs, together with interest thereon and any other amounts owing by Georgios under this Agreement, shall be secured by a Deed of Trust recorded against the Georgios Parcel.

3.3 Storm Water Drainage Fees. Upon installation of the Storm Water Drainage Improvements, the Parties shall pay their respective pro rata share of any storm drainage fees charged by the City directly to the City (provided that the Bank shall have no obligation to pay any storm drainage fees unless the Bank is a vested owner of any portion of the affected property). If the City assesses one particular Party, the Parties shall pay their respective pro rata share of any storm drainage fees to such assessed Party. A Party’s pro rata share shall be a fraction, the numerator of which is the total square footage of the Party’s real property and the denominator of which is the total square footage of the Parties’ real property. This covenant shall run with the land and be perpetual in nature. The obligation to pay such obligation shall be a lien on each Party’s parcel. If any particular Party is assessed and obligated to pay another Party’s pro rata share of the storm drainage fees, such obligated Party shall have the right to foreclose and/or have the power of sale on the lien on such non-contributing Party’s parcel in the same manner as a deed of trust pursuant to applicable Laws. Each Party requests a notice of default from the obligated Party in the event of a non-payment under this Section 3.3.

**ARTICLE 4
MISCELLANEOUS**

4.1 Notices and Communications. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally by facsimile, by U.S. Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to:

To Georgios: Georgios Investments, LLC
Attn: Ronald Thorne
2389 West Bonanza Court
South Jordan, Utah 84095

To Porter's Point: Porter's Point, LLC
Attn: Ronald Thorne
2389 West Bonanza Court
South Jordan, Utah 84095

To Artemis: Artemis Investments, LLC
Attn: Ronald Thorne
2389 West Bonanza Court
South Jordan, Utah 84095

To Aspasia: Aspasia Investments, LLC
Attn: Ronald Thorne
2389 West Bonanza Court
South Jordan, Utah 84095

To Athenais: Athenais Investments, LLC
Attn: Ronald Thorne
2389 West Bonanza Court
South Jordan, Utah 84095

With a copy to:

Kirton & McConkie
Attn: Loyal C. Hulme, Esq.
60 East South Temple, Suite 1800
Salt Lake City, Utah 84111

To Bank: Bank of American Fork
Legal Department
195 East 6100 South
Murray, Utah 84107
Attention: Randall Benson

or to such other addresses as any Party may from time to time designate in writing and deliver in a like manner. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, confirmed facsimile transmission, three (3) business days after deposit with U.S. Postal Service, postage prepaid or twenty-four (24) hours following deposit with a nationally recognized overnight courier, as herein above provided, prepaid and addressed as set forth above. Telephone numbers are provided for convenience only, and notices shall only be given in accordance with the terms of this provision.

4.2 Successors and Assigns. This Agreement and each of the terms, provisions, conditions, and covenants herein, including, without limitation, Georgios' obligation to pay the Georgios Costs, shall run with the land and inure to the benefit and detriment of the Georgios Parcel and the Porter's Point Property. The burdens of this Agreement are binding on, and the benefits of this Agreement shall inure to the benefit of the Parties and all of their assigns, successors-in-interest, and successors-in-title; provided,

however, that no Party may assign this Agreement or any rights or obligations hereunder except in connection with a sale or transfer (whether voluntary or by operation of law, such as by foreclosure) of such Party's real property (and as part of such assignment, such Party shall cause the assignee to assume its rights, liabilities, and obligations as a Party under this Agreement).

4.3 Attorneys' Fees. In the event any Party finds it necessary to bring any legal or other proceeding against any other Party hereto to enforce any of the terms, covenants or conditions hereof, the Party prevailing in any such action or other proceeding shall be paid all reasonable costs and reasonable attorneys' fees by the non-prevailing Party, and in the event any judgment is secured by said prevailing Party, all such costs and attorneys' fees shall be included therein, such fees to be set by the arbitrator or the court.

4.4 Cooperation. The Parties agree to cooperate with each other as reasonably necessary or appropriate to facilitate the installation and construction of the Improvements in accordance with the terms of this Agreement.

4.5 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any owner-contractor, contractor-contractor, employer-employee, partnership, or joint venture relationship between the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

4.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.

4.7 Interpretation. This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against any Party.

4.8 Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

4.9 Time is of the Essence. Time is expressly made of the essence of each and every provision of this Agreement.

4.10 Good Standing; Authority. The Parties hereby represent and warrant to one another as follows: (i) each of the Parties is duly formed and validly existing under the laws of its state of organization; and (ii) the individuals executing this Agreement on behalf of the respective Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

4.11 Severability. If any term or provision of this Agreement or the application of it to any person, entity or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

4.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

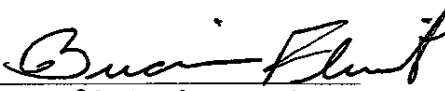
The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

4.13 Exhibits. All exhibits are incorporated herein as a part of this Agreement.

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

Georgios:

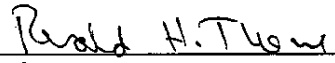
Georgios Investments, LLC,
a Utah limited liability company

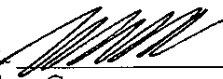
By: 
Title: manager

By: _____
Title: _____

Porter's Point:

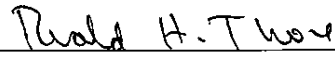
Porter's Point, LLC,
a Utah limited liability company

By: 
Title: Co-manager

By: 
Title: Co-manager

Artemis:

Artemis Investments, LLC,
a Utah limited liability company

By: 
Title: Co-manager

By: 
Title: Co-manager

Aspasia:

Aspasia Investments, LLC,
a Utah limited liability company

By: Reinald H. Thum
Title: Co-manager

By: [Signature]
Title: Co-manager

Athenais:

Athenais Investments, LLC,
a Utah limited liability company

By: Reinald H. Thum
Title: Co-manager

By: [Signature]
Title: Co-manager

Byron:

Byron Investments, LLC,
a Utah limited liability company

By: Reinald H. Thum
Title: Co-manager

By: [Signature]
Title: Co-manager

Bank:

Bank of American Fork
a Utah corporation

By: [Signature]
Title: SVP

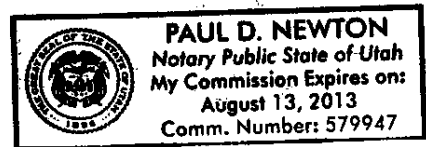
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 28 day of May, 2010, by ~~Ronald~~
~~H. Thorne~~, Manager of Georgios Investments, LLC.

Plint
PN

Paul D. Newton

NOTARY PUBLIC



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

The foregoing Trust Deed was acknowledged before me this ___ day of May, 2010, by Mark
Shea, Manager of Georgios Investments, LLC.

PN

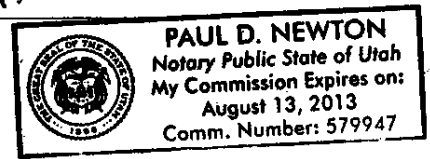
NOTARY PUBLIC

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

The foregoing Trust Deed was acknowledged before me this 27 day of May, 2010, by Ronald
H. Thorne, Manager of Porter's Point, LLC.

Paul D. Newton

NOTARY PUBLIC

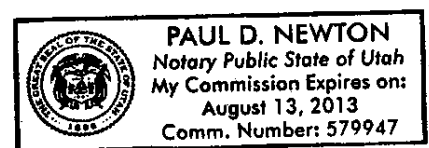


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 28 day of May, 2010, by Mark
Shea, Manager of Porter's Point, LLC.

Paul D. Newton

NOTARY PUBLIC

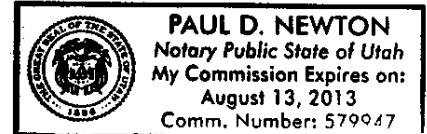


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 27 day of May, 2010, by Ronald H. Thorne, Manager of Artemis Investments, LLC.

Paul D. Newton

NOTARY PUBLIC

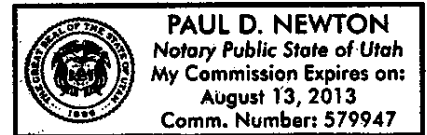


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 28 day of May, 2010, by Mark Shea, Manager of Artemis Investments, LLC.

Paul D. Newton

NOTARY PUBLIC

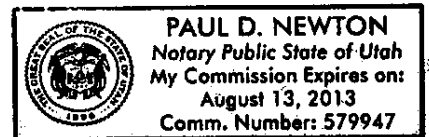


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 27 day of May, 2010, by Ronald H. Thorne, Manager of Aspasia Investments, LLC.

Paul D. Newton

NOTARY PUBLIC

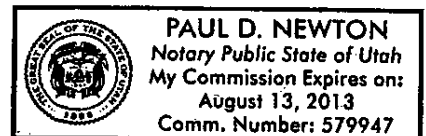


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 28 day of May, 2010, by Mark Shea, Manager of Aspasia Investments, LLC.

Paul D. Newton

NOTARY PUBLIC

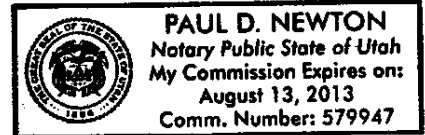


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 27 day of May, 2010, by Ronald H. Thorne, Manager of Athenais Investments, LLC.

Paul D. Newton

NOTARY PUBLIC

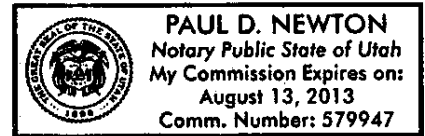


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 28 day of May, 2010, by Mark Shea, Manager of Athenais Investments, LLC.

Paul D. Newton

NOTARY PUBLIC

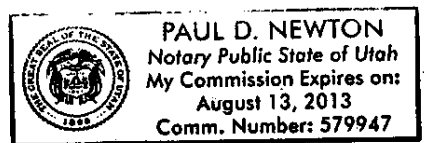


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 27 day of May, 2010, by Ronald H. Thorne, Manager of Byron Investments, LLC.

Paul D. Newton

NOTARY PUBLIC

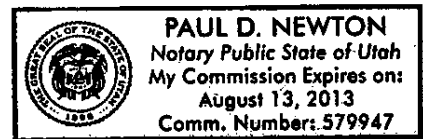


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing Trust Deed was acknowledged before me this 28 day of May, 2010, by Mark Shea, Manager of Byron Investments, LLC.

Paul D. Newton

NOTARY PUBLIC



STATE OF UTAH)
)
COUNTY OF Salt Lake) : ss.
)

The foregoing Trust Deed was acknowledged before me this 27th day of May, 2010, by
Randall Benson, Senior Vice-President of Bank of American Fork.

Paul D. Newton
NOTARY PUBLIC

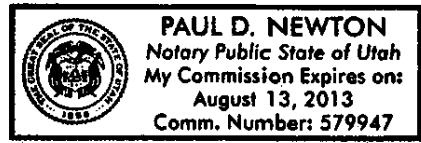


EXHIBIT A

DESCRIPTION OF GEORGIOS PARCEL

That certain real property situated in Salt Lake County, State of Utah, and more particularly described as follows:

A parcel of land lying and situated in the Southwest quarter of Section 12, Township 4 South, Range 1 West, Salt Lake Base and Meridian, Bluffdale City, Salt Lake County, Utah. Basis of bearing for subject parcel being North 00°08'07" East 2632.68 feet (measured) between the Salt Lake County brass cap monuments monumentalizing the West line of the Southwest quarter of said Section 12. Subject parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 12 thence North 00°08'07" East 2406.38 feet coincident with the West line of said Southwest quarter Section; thence North 90°00'00" East 1124.85 feet to the true point of beginning; thence North 51°14'33" East 133.49 feet; thence Northeasterly 332.10 feet along the arc of a 492.13 foot radius curve to the right (center bears South 38°45'27" East) through a central angle of 38°39'52"; thence South 89°55'52" East 462.35 feet; thence South 00°04'08" West 192.20 feet; thence North 89°55'52" West 873.58 feet to the point of beginning.

Tax ID No.: 33-12-300-060

"EXCEPTING ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDS OF 14600 SOUTH STREET"

EXHIBIT B

DESCRIPTION OF PORTER'S POINT PARCEL

PARCEL 7:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°39'55" EAST ALONG THE SECTION LINE 669.85 FEET TO THE WEST RIGHT OF WAY LINE OF THE UTAH LAKE IRRIGATION COMPANY CANAL; THENCE ALONG SAID CANAL THE FOLLOWING FIVE COURSES: SOUTH 24°30'24" WEST 54.94 FEET; THENCE SOUTH 34°56'34" WEST 818.58 FEET; THENCE SOUTH 43°04'25" WEST 324.43 FEET TO THE P.C. OF A 447.696 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 212.03 FEET (DELTA 27°08'07", CHORD BEARS SOUTH 29°30'22" WEST 210.053 FEET); THENCE SOUTH 15°56'18" WEST 179.43 FEET; THENCE NORTH 82°50'15" WEST 67.30 FEET; THENCE NORTH 11°21'20" EAST 1334.98 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EXISTING RIGHT OF WAY ADJOINING THE WEST AND RUNNING THENCE SOUTHWESTERLY TO WHERE THE SAID RIGHT OF WAY JOINS THE RIGHT OF WAY WHICH RUNS ALONG THE EASTERLY SIDE OF THE DRAPER IRRIGATION COMPANY CANAL; THENCE ACROSS THE BRIDGE OVER SAID CANAL AND NORTHERLY ALONG SAID CANAL TO THE CANAL RIGHT OF WAY

LESS AND EXCEPTING THAT PORTION GRANTED TO ATHENAIS INVESTMENTS, LLC AS DISCLOSED IN CORRECTION SPECIAL WARRANTY DEED RECORDED OCTOBER 30, 2008 AS ENTRY NO. 10552730 IN BOOK 9655 AT PAGE 4777 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 00°08'07.1" EAST 861.2083 FEET; THENCE NORTH 89°43'03.2" EAST 192.7018 FEET; THENCE SOUTH 00°16'56.8" EAST 75.7542 FEET; THENCE NORTH 89°43'03.2" EAST 59.9989 FEET; THENCE NORTH 00°16'56.8" WEST 4.0000 FEET; THENCE NORTH 89°43'03.2" EAST 39.4098 FEET; THENCE 61.2877 FEET ALONG THE ARC OF A 80.0000 FOOT CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 43°53'38.6", CHORD BEARS SOUTH 68°20'07.5" EAST 59.7999 FEET; THENCE SOUTH 46°23'18.2" EAST 246.1367 FEET; THENCE 39.9899 FEET ALONG THE ARC OF A 120.0000 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 19°05'37.6", CHORD BEARS SOUTH 55°56'07.0" EAST 39.8051 FEET; THENCE SOUTH 65°31'12.8" EAST 82.2872 FEET; THENCE SOUTH 23°58'57.3" WEST 8.7801 FEET; THENCE SOUTH 66°06'25.8" EAST 234.3209 FEET; THENCE SOUTH 28°58'36.5" WEST 16.0866

FEET; THENCE SOUTH 21°26'32.0" WEST 461.6100 FEET; THENCE NORTH 89°39'47.0" WEST 0.2300 FEET; THENCE SOUTH 25°02'23.0" WEST 22.3900 FEET; THENCE SOUTH 24°30'24.0" WEST 32.6100 FEET; THENCE SOUTH 34°56'34.0" WEST 678.5847 FEET; THENCE NORTH 52°07'59.8" WEST 307.1989 FEET; THENCE NORTH 62°10'54.9" WEST 88.4588 FEET; THENCE 267.7793 FEET ALONG THE ARC OF A 550.4041 FOOT CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 27°52'30.7", CHORD BEARS NORTH 13°32'35.8" EAST 265.1463 FEET; THENCE NORTH 00°07'51.5" EAST 122.6042 FEET TO THE POINT OF BEGINNING.

Tax ID No.: 33-13-100-037

EXHIBIT C

DESCRIPTION OF ARTEMIS PARCEL

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 4:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 1052.22 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°08'06.8" EAST 557.9652 FEET; THENCE NORTH 80°55'16.0" EAST 116.9140 FEET TO POINT OF CURVATURE; THENCE 188.7357 FEET ALONG THE ARC OF A 230.8700 FOOT CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 46°50'21.0", CHORD BEARS NORTH 57°30'05.5" EAST 183.5239 FEET; THENCE NORTH 34°04'55.0" EAST 397.0300 FEET TO POINT OF CURVATURE; THENCE 198.5026 FEET ALONG THE ARC OF A 662.8800 FOOT CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 17°09'27.0", CHORD BEARS NORTH 42°39'38.5" EAST 197.7618 FEET; THENCE NORTH 51°14'22.0" EAST 470.2900 FEET TO POINT OF CURVATURE; THENCE 147.9605 FEET ALONG THE ARC OF A 806.3900 FOOT CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 10°30'46.5", CHORD BEARS NORTH 45°58'58.8" EAST 147.7529 FEET; THENCE SOUTH 89°55'52.0" EAST 900.8373 FEET; THENCE SOUTH 00°04'08.0" WEST 887.9738 FEET; THENCE SOUTH 58°45'08.0" WEST 493.3908 FEET; THENCE 158.0467 FEET ALONG THE ARC OF A 420.0000 FOOT CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 21°33'37.8" CHORD BEARS SOUTH 47°58'19.1" WEST 157.1158 FEET; THENCE SOUTH 37°11'30.2" WEST 579.9285 FEET TO POINT OF CURVATURE; THENCE 115.9089 FEET ALONG THE ARC OF A 1654.7219 FOOT CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 4°00'8.3", CHORD BEARS SOUTH 35°11'06.1" WEST 115.8851 FEET; THENCE NORTH 56°49'17.0" WEST 105.6289 FEET; THENCE NORTH 57°41'22.3" WEST 80.0000 FEET; THENCE NORTH 50°56'41.7" WEST 30.2069 FEET; THENCE NORTH 57°37'16.7" WEST 30.0000 FEET; THENCE NORTH 49°54'04.5" WEST 128.6757 FEET; THENCE NORTH 46°40'37.2" WEST 346.4359 FEET; THENCE NORTH 48°40'41.7" WEST 127.1023 FEET; THENCE NORTH 74°32'41.4" WEST 63.3166 FEET; THENCE NORTH 55°55'05.0" WEST 195.0000 FEET; THENCE SOUTH 34°04'55.0" WEST 153.0999 FEET; THENCE 296.2410 FEET ALONG THE ARC OF A 500.0000 FOOT CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 33°56'48.2", CHORD BEARS SOUTH 17°06'30.9" WEST 291.9271 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 1 988.3540 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89°51'53" EAST 521.3874 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 34°04'55.0" EAST 40.4466 FEET TO POINT OF CURVATURE; THENCE 179.6370 FEET ALONG THE ARC OF A 599.8800 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 17°09'27.0", CHORD BEARS NORTH 42°39'38.5" EAST 178.9665 FEET; THENCE NORTH 51°14'22.0" EAST 470.2900 FEET TO POINT OF CURVATURE; THENCE 186.7008 FEET ALONG THE ARC OF A 869.3900 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 12°18'15.2", CHORD BEARS NORTH 45°05'14.4" EAST 186.3422 FEET; THENCE SOUTH 89°55'42.3" EAST 835.6157 FEET; THENCE SOUTH 00°04'07.8" WEST 867.6308 FEET; THENCE SOUTH 58°45'06.7" WEST 493.3903 FEET TO POINT OF CURVATURE; THENCE 127.6704 FEET ALONG THE ARC OF A 420.0000 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 17°24'59.8", CHORD BEARS SOUTH 50°02'38.1" WEST 127.1794 FEET; THENCE NORTH 53°17'13.0" WEST 103.7097 FEET TO POINT OF CURVATURE; THENCE 245.4853 FEET ALONG THE ARC OF A 708.1984 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 19°51'38.3", CHORD BEARS NORTH 36°42'47.0" EAST 244.2582 FEET; THENCE SOUTH 52°01'41.0" EAST 42.3603 FEET; THENCE NORTH 51°23'02.6" EAST 340.9819 FEET; THENCE NORTH 27°14'54.0" WEST 75.5538 FEET; THENCE SOUTH 71°11'56.4" WEST 157.5564 FEET; THENCE SOUTH 52°58'50.4" WEST 76.4861 FEET; THENCE WEST 57.7694 FEET; THENCE NORTH 75°39'50.2" WEST 26.4660 FEET; THENCE NORTH 69°02'04.5" WEST 65.0024 FEET; THENCE NORTH 78°07'04.3" WEST 90.8673 FEET; THENCE NORTH 38°13'36.4" WEST 25.6847 FEET TO POINT OF CURVATURE; THENCE 376.9257 FEET ALONG THE ARC OF A 561.9244 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 38°25'57.6", CHORD BEARS NORTH 51°20'31.4" WEST 369.8990 FEET; THENCE NORTH 15°46'53.1" WEST 115.0000 FEET TO POINT OF CURVATURE; THENCE 73.0088 FEET ALONG THE ARC OF A 283.0000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 14°46'52.5", CHORD BEARS SOUTH 81°36'33.2" WEST 72.8065 FEET; THENCE SOUTH 88°59'59.4" WEST 59.2301 FEET TO POINT OF CURVATURE; THENCE 438.9921 FEET ALONG THE ARC OF A 458.0000 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 54°55'04.4", CHORD BEARS SOUTH 61°32'27.2" WEST 422.3795 FEET; THENCE NORTH 55°55'05.0" WEST 5.0099 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THAT PROPERTY DEEDED TO BYRON INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTEE AND PORTER'S POINT, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTOR, BY SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2008 AS ENTRY NO. 10586746 IN BOOK 9668 AT PAGE 4506 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT

LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 2598.61 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 90°00'00" EAST 1097.37 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°55'52" EAST 900.84 FEET; THENCE SOUTH 00°04'08" WEST 29.99 FEET; THENCE NORTH 89°55'52" WEST 843.54 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE 171.75 FEET ALONG THE ARC OF A 869.39 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AND INCLUDED ANGLE OF 11°19'07", CHORD BEARS SOUTH 45°25'08" WEST 171.47 FEET; THENCE SOUTH 51°14'22" WEST 472.73 FEET TO A POINT OF CURVATURE; THENCE 178.49 FEET ALONG THE ARC OF A 599.88 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 17°02'54", CHORD BEARS SOUTH 42°42'55" WEST 177.84 FEET; THENCE NORTH 56°52'06" WEST 63.13 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE 198.50 FEET ALONG THE ARC OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 17°09'27", CHORD BEARS NORTH 42°39'38" EAST 197.76 FEET; THENCE NORTH 51°14'22" EAST 470.29 FEET TO A POINT OF CURVATURE; THENCE 147.96 FEET ALONG THE ARC OF A 806.39 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 10°30'46", CHORD BEARS NORTH 45°58'59" EAST 147.75 FEET TO THE POINT OF BEGINNING.

Tax ID No. : 33-12-300-062

EXHIBIT D

DESCRIPTION OF ASPASIA PARCEL

PARCEL 5:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12; THENCE NORTH 00°08'07" EAST 861.21 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; AND RUNNING THENCE NORTH 00°08'06.8" EAST 191.0118 FEET TO A POINT OF CURVATURE; THENCE 296.2410 FEET ALONG THE ARC OF A 500.0000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 33°56'48.2", CHORD BEARS NORTH 17°06'30.9" EAST 291.9271 FEET; THENCE NORTH 34°04'55.0" EAST 153.0999 FEET; THENCE SOUTH 55°55'05.0" EAST 195.0000 FEET; THENCE SOUTH 74°32'41.4" EAST 63.3166 FEET; THENCE SOUTH 48°40'41.7" EAST 127.1023 FEET; THENCE SOUTH 46°40'37.2" EAST 346.4359 FEET; THENCE SOUTH 49°54'04.5" EAST 128.6757 FEET; THENCE SOUTH 57°37'16.7" EAST 30.0000 FEET; THENCE SOUTH 50°56'41.7" EAST 30.2069 FEET; THENCE SOUTH 57°41'22.3" EAST 80.0000 FEET; THENCE SOUTH 56°49'17.0" EAST 105.6344 FEET; THENCE 106.7095 FEET ALONG THE ARC OF A 1661.3521 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 3°40'48.5", CHORD BEARS SOUTH 31°18'44.3" WEST 106.6914 FEET; THENCE SOUTH 29°04'46.0" WEST 286.8423 FEET; THENCE SOUTH 29°29'26.0" WEST 11.6767 FEET; THENCE NORTH 66°06'25.8" WEST 234.3209 FEET; THENCE NORTH 23°58'57.3" EAST 8.7801 FEET; THENCE NORTH 65°31'12.8" WEST 82.2872 FEET; THENCE 39.9899 FEET ALONG THE ARC OF A 120.0000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 19°05'37.6", CHORD BEARS NORTH 55°56'07.0" WEST 39.805 1 FEET; THENCE NORTH 46°23'18.2" WEST 246.1367 FEET; THENCE 61.2877 FEET ALONG THE ARC OF A 80.0000 FOOT RADIUS CURVE TO THE LEFT, THOUGH AN INCLUDED ANGLE OF 43°53'38.6", CHORD BEARS NORTH 68°20'07.5" WEST 59.7999 FEET; THENCE SOUTH 89°43'03.2" WEST 39.4098 FEET; THENCE SOUTH 00°16'56.8" EAST 4.000 FEET; THENCE SOUTH 89°43'03.2" WEST 59.9989 FEET; THENCE NORTH 00°16'56.8" WEST 75.7542 FEET; THENCE SOUTH 89°43'03.2" WEST 192.7018 FEET TO THE POINT OF BEGINNING.

Tax ID No.: 33-12-300-057

EXHIBIT E

DESCRIPTION OF ATHENAIS PARCEL

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 6:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, AND THE NORTHWEST QUARTER OF SECTION 13, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°08'07.1" EAST 861.2083 FEET; THENCE NORTH 89°43'03.2" EAST 192.7018 FEET; THENCE SOUTH 00°16'56.8" EAST 75.7542 FEET; THENCE NORTH 89°43'03.2" EAST 59.9989 FEET; THENCE NORTH 00°16'56.8" WEST 4.0000 FEET; THENCE NORTH 89°43'03.2" EAST 39.4098 FEET; THENCE 61.2877 FEET ALONG THE ARC OF A 80.0000 FOOT CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 43°53'38.6", CHORD BEARS SOUTH 68°20'07.5" EAST 59.7999 FEET; THENCE SOUTH 46°23'18.2" EAST 246.1367 FEET; THENCE 39.9899 FEET ALONG THE ARC OF A 120.0000 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 19°05'37.6", CHORD BEARS SOUTH 55°56'07.0" EAST 39.8051 FEET; THENCE SOUTH 65°31'12.8" EAST 82.2872 FEET; THENCE SOUTH 23°58'57.3" WEST 8.7801 FEET; THENCE SOUTH 66°06'25.8" EAST 234.3209 FEET; THENCE SOUTH 28°58'36.5" WEST 16.0866 FEET; THENCE SOUTH 21°26'32.0" WEST 461.6100 FEET; THENCE NORTH 89°39'47.0" WEST 0.2300 FEET; THENCE SOUTH 25°02'23.0" WEST 22.3900 FEET; THENCE SOUTH 24°30'24.0" WEST 32.6100 FEET; THENCE SOUTH 34°56'34.0" WEST 678.5847 FEET; THENCE NORTH 52°07'59.8" WEST 307.1989 FEET; THENCE NORTH 62°10'54.9" WEST 88.4588 FEET; THENCE 267.7793 FEET ALONG THE ARC OF A 550.4041 FOOT CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 27°52'30.7", CHORD BEARS NORTH 13°32'35.8" EAST 265.1463 FEET; THENCE NORTH 00°07'51.5" EAST 122.6042 FEET TO THE POINT OF BEGINNING.

Tax ID No. : 33-12-300-058-4001-4002

EXHIBIT F

DESCRIPTION OF BYRON PARCEL

Real property located in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 2

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAPMONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12, SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 1988.3540 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89°51'53" EAST 521.3874 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 34°04'55.0" EAST 40.4466 FEET TO POINT OF CURVATURE; THENCE 179.6370 FEET ALONG THE ARC OF A 599.8800 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 17°09'27.0", CHORD BEARS NORTH 42°39'38.5" EAST 178.9665 FEET; THENCE NORTH 51°14'22.0" EAST 470.2900 FEET TO POINT OF CURVATURE; THENCE 186.7008 FEET ALONG THE ARC OF A 869.3900 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 12°18'15.2", CHORD BEARS NORTH 45°05'14.4" EAST 186.3422 FEET; THENCE SOUTH 89°55'42.3" EAST 835.6157 FEET; THENCE SOUTH 00°04'07.8" WEST 867.6308 FEET; THENCE SOUTH 58°45'06.7" WEST 493.3903 FEET TO POINT OF CURVATURE; THENCE 127.6704 FEET ALONG THE ARC OF A 420.0000 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 17°24'59.8", CHORD BEARS SOUTH 50°02'38.1" WEST 127.1794 FEET; THENCE NORTH 53°17'13.0" WEST 103.7097 FEET TO POINT OF CURVATURE; THENCE 245.4853 FEET ALONG THE ARC OF A 708.1984 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 19°51'38.3", CHORD BEARS NORTH 36°42'47.0" EAST 244.2582 FEET; THENCE SOUTH 52°01'41.0" EAST 42.3603 FEET; THENCE NORTH 51°23'02.6" EAST 340.9819 FEET; THENCE NORTH 27°14'54.0" WEST 75.5538 FEET; THENCE SOUTH 71°11'56.4" WEST 157.5564 FEET; THENCE SOUTH 52°58'50.4" WEST 76.4861 FEET; THENCE WEST 57.7694 FEET; THENCE NORTH 75°39'50.2" WEST 26.4660 FEET; THENCE NORTH 69°02'04.5" WEST 65.0024 FEET; THENCE NORTH 78°07'04.3" WEST 90.8673 FEET; THENCE NORTH 38°13'36.4" WEST 25.6847 FEET TO A POINT OF CURVATURE; THENCE 376.9257 FEET ALONG THE ARC OF A 561.9244 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 38°25'57.6", CHORD BEARS NORTH 51°20'31.4" WEST 369.8990 FEET; THENCE NORTH 15°46'53.1" WEST 115.0000 FEET TO A POINT OF CURVATURE; THENCE 73.0088 FEET ALONG THE ARC OF A 283.0000 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 14°46'52.5", CHORD BEARS SOUTH 81°36'33.2" WEST 72.8065 FEET; THENCE SOUTH 88°59'59.4" WEST 59.2301 FEET TO A POINT OF CURVATURE; THENCE 438.9921 FEET ALONG THE ARC OF A 458.0000 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 54°55'04.4", CHORD BEARS SOUTH

61°32'27.2" WEST 422.3795 FEET; THENCE NORTH 55°55'05.0" WEST 5.0099 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PROPERTY DEEDED TO GEORGIOS INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTEE AND BYRON SUBSIDIARY HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTOR BY SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2008 AS ENTRY NO. 10586754 IN BOOK 9668 AT PAGE 4555 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 2406.38 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 90°00'00" EAST 1124.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 51°14'33" EAST 133.49 FEET; THENCE NORTHEASTERLY 332.10 FEET ALONG THE ARC OF A 492.13 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 38°45'27" EAST) THROUGH A CENTRAL ANGLE OF 38°39'52", THENCE SOUTH 89°55'52" EAST 462.35 FEET; THENCE SOUTH 00°04'08" EAST 192.20 FEET; THENCE NORTH 89°55'52" WEST 873.58 FEET TO POINT OF BEGINNING.

ALSO EXCEPTING THAT PROPERTY DEEDED TO BYRON INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTEE AND PORTER'S POINT, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTOR, BY SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2008 AS ENTRY NO. 10586746 IN BOOK 9668 AT PAGE 4506 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 2598.61 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 90°00'00" EAST 1097.37 FEET TO THE TRUE POINT OF

BEGINNING; THENCE SOUTH 89°55'52" EAST 900.84 FEET; THENCE SOUTH 00°04'08" WEST 29.99 FEET; THENCE NORTH 89°55'52" WEST 843.54 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE 171.75 FEET ALONG THE ARC OF A 869.39 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AND INCLUDED ANGLE OF 11°19'07", CHORD BEARS SOUTH 45°25'08" WEST 171.47 FEET; THENCE SOUTH 51°14'22" WEST 472.73 FEET TO A POINT OF CURVATURE; THENCE 178.49 FEET ALONG THE ARC OF A 599.88 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 17°02'54", CHORD BEARS SOUTH 42°42'55" WEST 177.84 FEET; THENCE NORTH 56°52'06" WEST 63.13 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE 198.50 FEET ALONG THE ARC OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 17°09'27", CHORD BEARS NORTH 42°39'38" EAST 197.76 FEET; THENCE NORTH 51°14'22" EAST 470.29 FEET TO A POINT OF CURVATURE; THENCE 147.96 FEET ALONG THE ARC OF A 806.39 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 10°30'46", CHORD BEARS NORTH 45°58'59" EAST 147.75 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDS OF 14600 SOUTH STREET.

Tax ID No.: 33-12-300-061

PARCEL 3:

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 2598.61 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 90°00'00" EAST 1097.37 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°55'52" EAST 900.84 FEET; THENCE SOUTH 00°04'08" WEST 29.99 FEET; THENCE NORTH 89°55'52" WEST 843.54 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE 171.75 FEET ALONG THE ARC OF A 869.39 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 11°19'07", CHORD BEARS SOUTH 45°25'08" WEST 171.47 FEET; THENCE SOUTH 51°14'22" WEST 472.73 FEET TO A POINT OF CURVATURE; THENCE 178.49 FEET ALONG THE ARC OF A 599.88 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 17°02'54", CHORD BEARS SOUTH 42°42'55" WEST 177.84 FEET; THENCE NORTH 56°52'06" WEST 63.13 FEET TO A NON-TANGENT POINT OF CURVATURE; THENCE 198.50 FEET ALONG THE ARC OF A 662.88 FOOT RADIUS CURVE TO THE RIGHT, THROUGH AN INCLUDED ANGLE OF 17°09'27", CHORD BEARS NORTH 42°39'38" EAST 197.76 FEET; THENCE NORTH 51°14'22" EAST 470.29 FEET TO A POINT OF CURVATURE; THENCE 147.96 FEET ALONG THE ARC OF A 806.39 FOOT RADIUS CURVE TO THE LEFT, THROUGH AN INCLUDED ANGLE OF 10°30'46",

CHORD BEARS NORTH 45°58'59" EAST 147.75 FEET TO THE POINT OF BEGINNING.

EXCEPTING THAT PROPERTY DEEDED TO GEORGIOS INVESTMENTS, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTEE AND BYRON SUBSIDIARY HOLDINGS, LLC, A UTAH LIMITED LIABILITY COMPANY, AS GRANTOR BY SPECIAL WARRANTY DEED RECORDED DECEMBER 26, 2008 AS ENTRY NO. 10586754 IN BOOK 9668 AT PAGE 4555 OF OFFICIAL RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

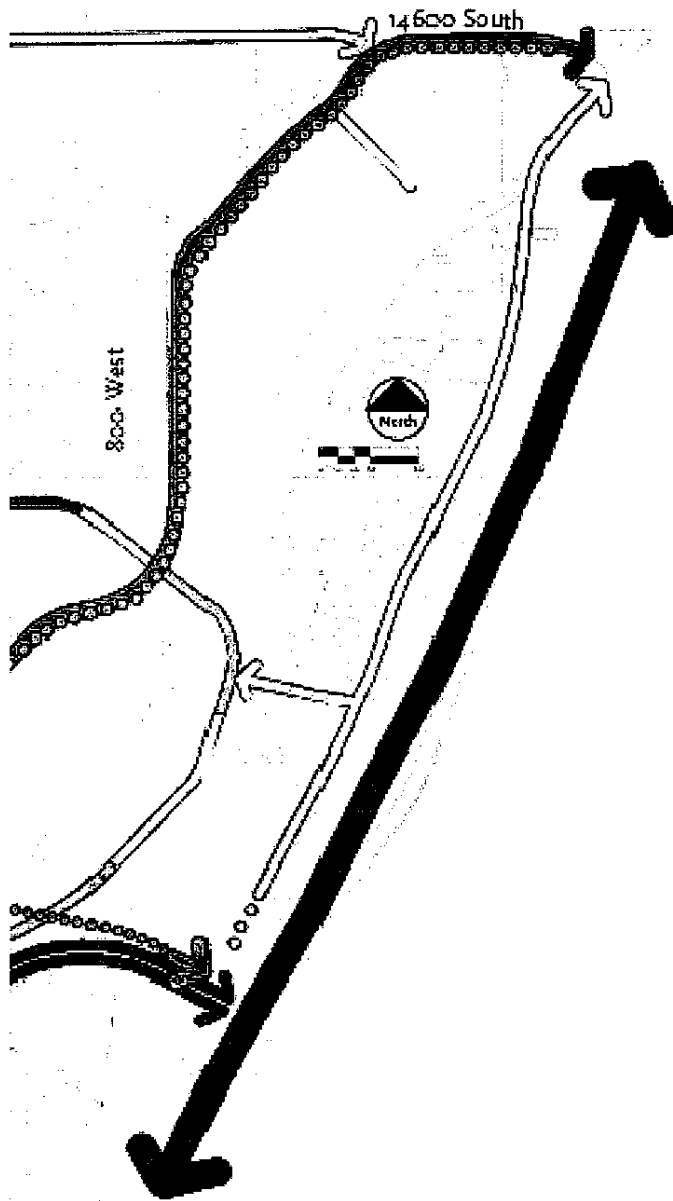
A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BLUFFDALE CITY, SALT LAKE COUNTY, UTAH. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 00°08'07" EAST 2632.68 FEET (MEASURED) BETWEEN THE SALT LAKE COUNTY BRASS CAP MONUMENTS MONUMENTALIZING THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 12. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 12 THENCE NORTH 00°08'07" EAST 2406.38 FEET COINCIDENT WITH THE WEST LINE OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 90°00'00" EAST 1124.85 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 51°14'33" EAST 133.49 FEET; THENCE NORTHEASTERLY 332.10 FEET ALONG THE ARC OF A 492.13 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 38°45'27" EAST) THROUGH A CENTRAL ANGLE OF 38°39'52", THENCE SOUTH 89°55'52" EAST 462.35 FEET; THENCE SOUTH 00°04'08" EAST 192.20 FEET; THENCE NORTH 89°55'52" WEST 873.58 FEET TO POINT OF BEGINNING.











ALSO EXCEPTING ANY PORTION OF THE SUBJECT PROPERTY LYING WITHIN THE BOUNDS OF 14600 SOUTH STREET.

Tax ID No.: 33-12-300-059

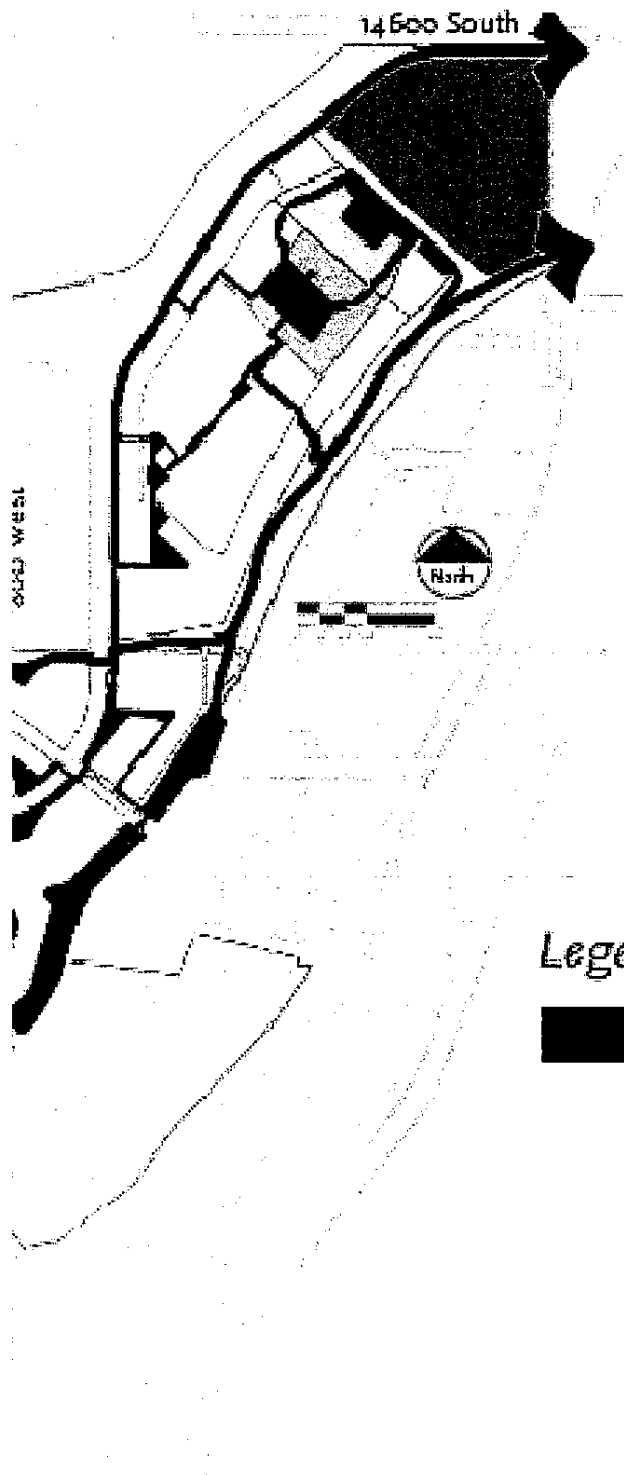
EXHIBIT G
CONCEPTUAL DEVELOPMENT PLANS




LEGEND

-  EXISTING FREEWAY
-  PROPOSED FREEWAY
-  BOULEVARD
-  14600 SOUTH
-  COLLECTOR TYPE 1
-  COLLECTOR TYPE 2
-  COLLECTOR TYPE 3
-  POSSIBLE FRONTAGE ROAD ALIGNMENT
-  FUTURE LRT
-  BUS RAPID TRANSIT

VEHICULAR CIRCUCLATION
Independence at Bluffdale

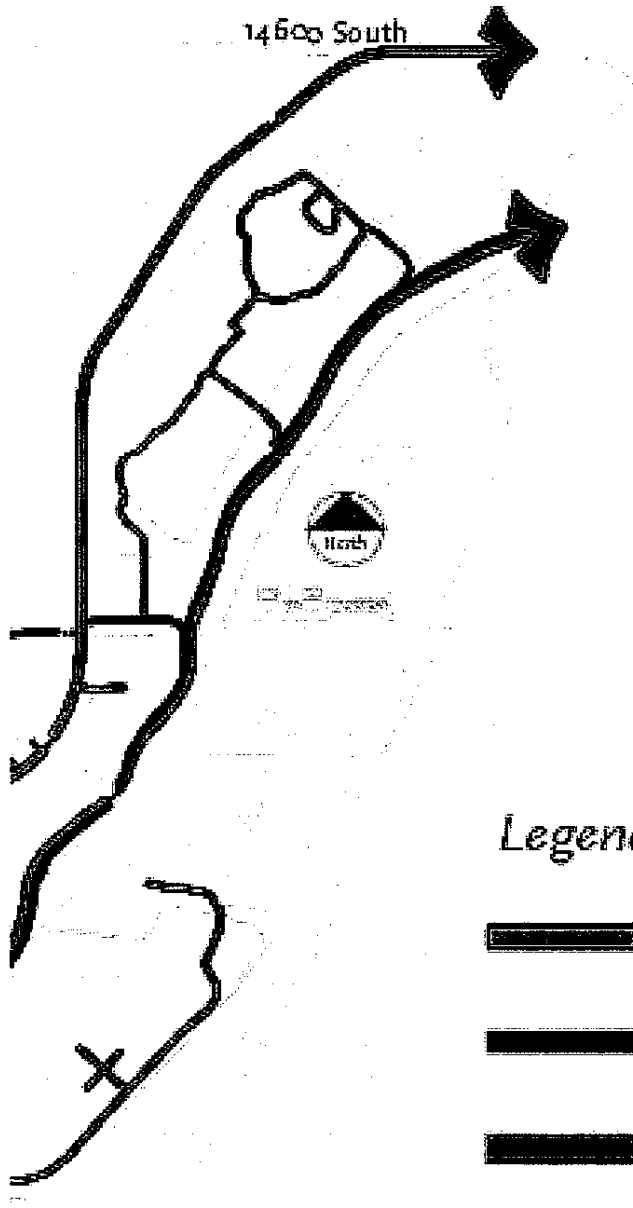


Legend




 Major Pedestrian Connections

PEDESTRIAN CONNECTION

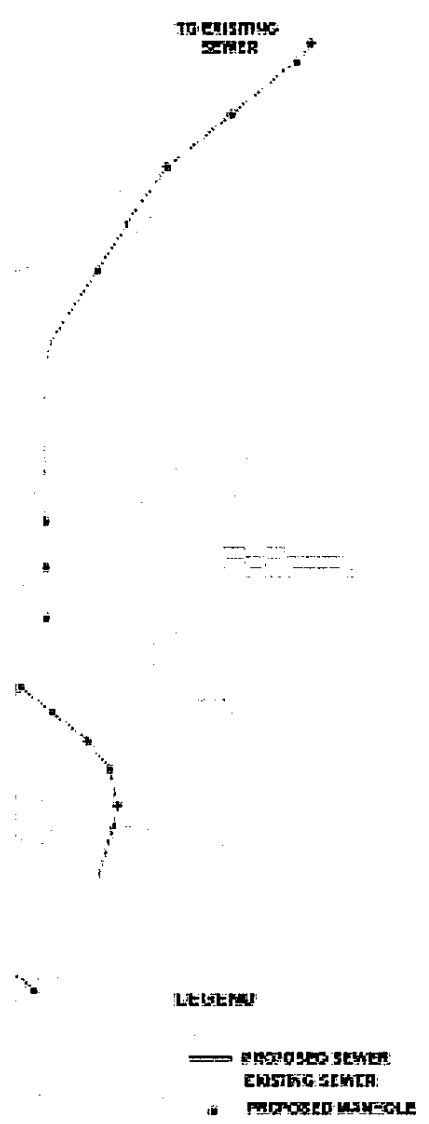
Independence at Bluffdale



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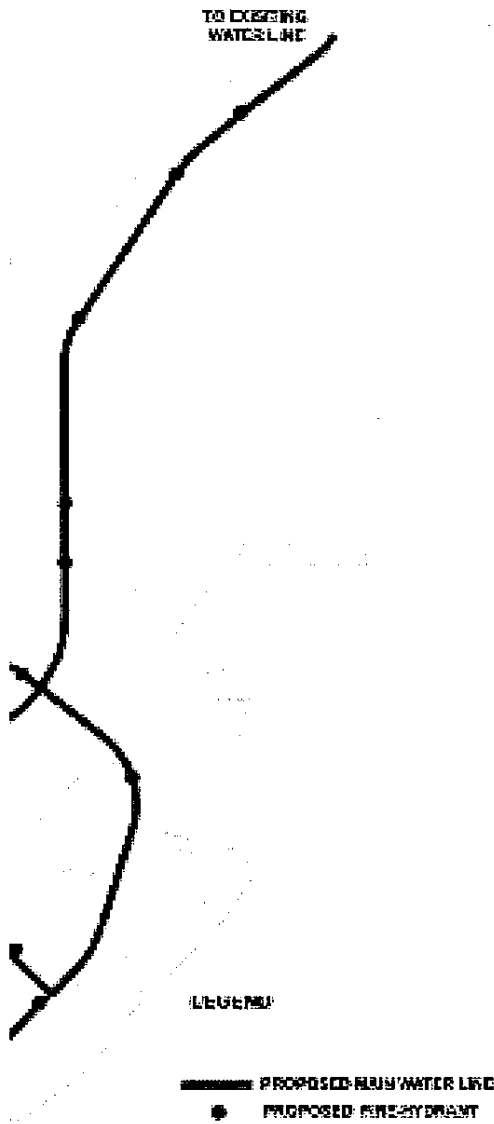
-  *Boulevard Sidewalks*
7,200 feet
-  *Hard surface Trail System*
21,000 feet
-  *Soft surface/ Equestrian Trail System*
39,600 feet

TRAIL SYSTEM
Independence at Bluffdale



PROPOSED UTILITIES

Sewer Master Plan



PROPOSED UTILITIES

Water Master Plan



LEGEND

—— STORM DRAIN

PROPOSED UTILITIES
Storm Drain Master Plan