CC FINANCING STATEMENT LLOW INSTRUCTIONS		Utah 2022 Oct 1 RECORDED F	a Allen County Re 7 04:24 PM FEE 60 OR Cottonwood Ti ALLY RECORDED	G 1 of 11 e <b>corder</b> 0.00 BY MG tle Insurance Age
NAME & PHONE OF CONTACT AT FILER (optional)				
E-MAIL CONTACT AT FILER (optional)				
SEND ACKNOWLEDGMENT TO: (Name and Address)				
Paul Hastings LLP 200 Park Avenue New York, NY, 10166				
Attention: Eric Landau, Esq.	1			
DEBTOR'S NAME: Provide only <u>one</u> Debtor name (1a or 1b) (use			OR FILING OFFICE USE	
name will not fit in line 1b, leave all of item 1 blank, check here are	nd provide the Individual Debtor information in item 10			
1a. ORGANIZATION'S NAME GARDNER - VBP SF PROPERTY O	WNER, LP			
1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIO	DNAL NAME(S)/INITIAL(S)	SUFFIX
MAILING ADDRESS	СПҮ	STATE	POSTAL CODE	COUNTRY
01 South Main Street, Suite 2000 DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use	Salt Lake City	UT	84111 r's name); if any part of the	USA Individual Debtor's
O1 South Main Street, Suite 2000 DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here are all 2a. ORGANIZATION'S NAME  2b. INDIVIDUAL'S SURNAME	exact, full name; do not omit, modify, or abbreviate and provide the Individual Debtor information in item 10	UT  ny part of the Debto 0 of the Financing St  ADDITIO	r's name); if any part of the latement Addendum (Form	USA Individual Debtor's UCC1Ad)  SUFFIX
01 South Main Street, Suite 2000 DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here are all 2a. ORGANIZATION'S NAME	exact, full name; do not omit, modify, or abbreviate and provide the Individual Debtor information in item 10	UT  ny part of the Debto 0 of the Financing St	84111 r's name); if any part of the latement Addendum (Form	USA Individual Debtor's UCC1Ad)
O1 South Main Street, Suite 2000 DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here are all 2a. ORGANIZATION'S NAME  2b. INDIVIDUAL'S SURNAME	exact, full name; do not omit, modify, or abbreviate and provide the Individual Debtor information in item 10  FIRST PERSONAL NAME  CITY	ny part of the Debto 0 of the Financing St ADDITIC	POSTAL CODE	USA Individual Debtor's UCC1Ad)  SUFFIX
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here are an example of the state of th	exact, full name; do not omit, modify, or abbreviate and provide the Individual Debtor information in item 10  FIRST PERSONAL NAME  CITY  NOR SECURED PARTY): Provide only one Secured to the Individual Debtor information in item 10	UT  Iny part of the Debto  O of the Financing St  ADDITIC  STATE  Party name (3a or 3)	r's name); if any part of the tatement Addendum (Form  NAL NAME(S)/INITIAL(S)  POSTAL CODE	USA Individual Debtor's UCC1Ad) SUFFIX COUNTRY
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here are are all 2a. ORGANIZATION'S NAME  2b. INDIVIDUAL'S SURNAME  MAILING ADDRESS  SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGN a. ORGANIZATION'S NAME	exact, full name; do not omit, modify, or abbreviate and provide the Individual Debtor information in item 10  FIRST PERSONAL NAME  CITY  NOR SECURED PARTY): Provide only one Secured I	UT  Iny part of the Debto  O of the Financing St  ADDITIC  STATE  Party name (3a or 3)	POSTAL CODE	USA Individual Debtor's UCC1Ad)  SUFFIX
DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use name will not fit in line 2b, leave all of item 2 blank, check here are an example of the state of th	exact, full name; do not omit, modify, or abbreviate and provide the Individual Debtor information in item 10  FIRST PERSONAL NAME  CITY  NOR SECURED PARTY): Provide only one Secured to the Individual Debtor information in item 10	UT  Iny part of the Debto  O of the Financing St  ADDITIC  STATE  Party name (3a or 3)	r's name); if any part of the tatement Addendum (Form  NAL NAME(S)/INITIAL(S)  POSTAL CODE	USA Individual Debtor's UCC1Ad) SUFFIX COUNTRY

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# **UCC FINANCING STATEMENT ADDENDUM**

OLLOW INSTRUCTIONS  D. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement;	if line 1b was left blank	1			
because Individual Debtor name did not fit, check here  9a. ORGANIZATION'S NAME		-			
GARDNER - VBP SF PROPERTY OWN	ER, LP				
9b. INDIVIDUAL'S SURNAME		-			
FIRST PERSONAL NAME	***************************************				
ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX				
DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name do not omit, modify, or abbreviate any part of the Debtor's name) and enter the	or Debtor name that did not fit in mailing address in line 10c			S FOR FILING OFFICE I	
10a. ORGANIZATION'S NAME					
10b. INDIVIDUAL'S SURNAME				**************************************	
INDIVIDUAL'S FIRST PERSONAL NAME					
INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)					SUFFIX
. MAILING ADDRESS	CITY	S	STATE	POSTAL CODE	COUNTRY
☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGN	NOR SECURED PARTY	'S NAME: Provide onl	y <u>one</u> na	me (11a or 11b)	
11b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME		ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
. MAILING ADDRESS	CITY	s	STATE	POSTAL CODE	COUNTRY
. ADDITIONAL SPACE FOR ITEM 4 (Collateral):					
B. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)	e 14. This FINANCING STATE		tracted c	collateral is filed as a	fixture filina
Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):	16. Description of real estate	e:			mature illing
	See Schedule I atta	ached hereto an	d mac	de a part hereof	
MISCELLANEOUS:					

# **EXHIBIT A**

#### **DESCRIPTION OF COLLATERAL**

(" <u>Debtor</u> "):	("Secured Party"):
GARDNER - VBP SF PROPERTY OWNER, LP, a Delaware limited liability company	SCHRODER TAFT-HARTLEY INCOME REIT, LLC, a Delaware limited liability company
201 South Main Street, Suite 2000, Salt Lake City, UT 84111, USA	7 Bryant Park, 1045 Avenue of Americas, New York, NY 10018, USA

This financing statement covers all of the Debtor's interest in the Fixtures, the Equipment, the Personal Property and other property constituting the Property (each as hereinafter defined) to the full extent that the Fixtures, the Equipment, the Personal Property and such other property may be subject to the Uniform Commercial Code (as hereinafter defined).

Any capitalized terms used in this <u>Schedule I</u> and not defined herein shall have the meanings assigned thereto in that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October 17, 2022, made by Debtor to Secured Party (the "Security Instrument").

Debtor does hereby irrevocably grant, bargain, sell, pledge, assign, warrant, transfer and convey to Trustee in trust, with power of sale, for the benefit of Secured Party, as beneficiary, all of Debtor's right, title, interest and privileges in and to the following property, rights, interests and estates now owned, or hereafter acquired by Debtor (collectively, the "**Property**"):

- (a) <u>Land</u>. The real property described in <u>Exhibit A</u> attached hereto and made a part hereof (the "**Land**");
- (b) Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental deed to secure debt or otherwise be expressly made subject to the lien of the Security Instrument (the "Additional Land");
- (c) <u>Improvements</u>. The buildings, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land or the Additional Land (collectively, the "**Improvements**");
- (d) <u>Appurtenances</u>. All of Debtor's right and interest in and to (i) all air, light lateral support and development rights now or hereafter pertaining to or used in connection with the Land; (ii) all and singular, the tenements, hereditaments, rights of way, easements, appendages and appurtenances and property now or hereafter belonging or in any way appertaining to the Land;

and (iii) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Land (collectively, the "Appurtenances");

- (e) <u>Easements</u>. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, excess or unused zoning floor area development rights, abatements, zoning floor area bonuses, zoning incentives or awards and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, appurtenant to, relating or pertaining to the Land, the Additional Land and the Improvements or otherwise owned by or available to Debtor and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land, the Additional Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;
- (f) Equipment. All "goods" and "equipment," as such term is defined in Article 9 of the Uniform Commercial Code (as hereinafter defined), now owned or hereafter acquired by Debtor, which is used at or in connection with the Improvements or the Land or is located thereon or therein (including, but not limited to, all machinery, equipment, furnishings, and electronic data-processing and other office equipment now owned or hereafter acquired by Debtor and any and all additions, substitutions and replacements of any of the foregoing), together with all attachments, components, parts, equipment and accessories installed thereon or affixed thereto (collectively, the "Equipment"). Notwithstanding the foregoing, Equipment shall not include any property belonging to Tenants under Leases except to the extent that Debtor shall have any right or interest therein;
- Fixtures. All Equipment now owned, or the ownership of which is hereafter acquired, by Debtor which is so related to the Land or the Additional Land and Improvements forming part of the Real Property (as hereinafter defined) that it is deemed fixtures or real property under the law of the particular state in which the Equipment is located, including, without limitation, all building or construction materials intended for construction, reconstruction, alteration or repair of or installation on the Property, construction equipment, appliances, machinery, plant equipment, fittings, apparatuses, fixtures and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Improvements or the Land or the Additional Land, including, but not limited to, engines, devices for the operation of pumps, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatuses and equipment, heating, ventilating, plumbing, laundry, incinerating, electrical, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, pollution control equipment, security systems, disposals, dishwashers, refrigerators and ranges, recreational equipment and facilities of all kinds, and water, gas, electrical, storm and sanitary sewer facilities, utility lines and equipment (whether owned individually or jointly with others, and, if owned jointly, to the extent of Debtor's interest therein) and all other utilities whether or not situated in easements, all water tanks, water supply, water power sites, fuel stations, fuel tanks, fuel supply, and all other structures, together with all accessions, appurtenances, additions, replacements, betterments and substitutions for any of the

foregoing and the proceeds thereof (collectively, the "Fixtures"). Notwithstanding the foregoing, "Fixtures" shall not include any property which Tenants are entitled to remove pursuant to Leases except to the extent that Debtor shall have any right or interest (reversionary or otherwise) therein;

- (h) Personal Property. All furniture, furnishings, objects of art, machinery, goods, tools, supplies, appliances, inventory and articles of personal property and accessions thereof and renewals and replacements thereof and substitutions therefor, if any, general intangibles, contract rights and the approvals from applicable Governmental Authorities (to the extent permitted by applicable law), accounts, accounts receivable, franchises, licenses, certificates and permits, and all other personal property of any kind or character whatsoever (as defined in and subject to the provisions of the Uniform Commercial Code as hereinafter defined), other than Fixtures, which are now or hereafter owned by Debtor and which are located within or about the Land and the Improvements, together with all accessories, replacements and substitutions thereto or therefor and the proceeds thereof (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the state, states, commonwealth or commonwealths where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;
- Leases and Rents. All leases, subleases, subsubleases, lettings, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest in, or right to use or occupy all or any portion of the Land and the Improvements, and every modification, amendment or other agreement relating to such leases, subleases, subsubleases, or other agreements entered into in connection with such leases, subleases, subsubleases, or other agreements and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, heretofore or hereafter entered into (collectively, the "Leases"), whether before or after the filing by or against Debtor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, cash, letters of credit or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, early termination fees and payments and other termination fees and payments, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Debtor or its agents or employees from any and all sources arising from or attributable to the Land and the Improvements (including, without limitation, all obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor), including, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Debtor or Manager and proceeds, if any, from business interruption or other loss of income insurance whether paid or accruing before or after the filing

by or against Debtor of any petition for relief under the Bankruptcy Code, and all of Debtor's claims and rights to the payment of damages arising from the rejection by a Tenant of any Lease (collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness;

- (j) <u>Condemnation Awards</u>. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such right), or for a change of grade, or for any other injury to or decrease in the value of the Property;
- (k) <u>Insurance Proceeds</u>. All proceeds in respect of the Property under any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;
- (l) <u>Tax Certiorari</u>. All refunds, rebates or credits in connection with reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;
- (m) <u>Rights</u>. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;
- (n) Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all extensions, amendments and modifications thereto, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the occurrence and during the continuance of an Event of Default, to receive and collect any sums payable to Debtor thereunder;
- (o) <u>Trademarks</u>. All tradenames, trademarks, servicemarks, logos, copyrights, goodwill, books and records and all other general intangibles relating to or used in connection with the operation of the Property;
- (p) Accounts. All reserves, escrows and deposit accounts maintained by Debtor with respect to the Property, including, without limitation, all accounts established or maintained pursuant to and the Loan Agreement; together with all deposits or wire transfers made to such accounts and all cash, checks, drafts, certificates, securities, investment property, financial assets, instruments and other property held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;
- (q) <u>Interest Rate Cap Agreement</u>. The Interest Rate Cap Agreement, including, but not limited to, all "accounts", "chattel paper", "general intangibles" and "investment property" (as such terms are defined in the Uniform Commercial Code as from time to time in effect) constituting or relating to the foregoing; and all products and proceeds of any of the foregoing;

- (r) <u>Uniform Commercial Code Property</u>. All documents, instruments, chattel paper and intangibles, as the foregoing terms are defined in the Uniform Commercial Code, and general intangibles relating to the Property;
- (s) <u>Minerals</u>; <u>Vegetation</u>. All minerals, crops, timber, trees, shrubs, flowers and landscaping features now or hereafter located on, under or above the Land;
- (t) <u>Proceeds</u>. All proceeds of any of the foregoing, including, without limitation, proceeds of insurance and condemnation awards, whether cash, liquidation or other claims or otherwise; and
- (u) Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (a) through (t) above.

AND without limiting any of the other provisions of the Security Instrument, to the extent permitted by applicable law, Debtor expressly grants to Secured Party a security interest in the portion of the Property which is or may be subject to the provisions of the Uniform Commercial Code which are applicable to secured transactions; it being understood and agreed that the Improvements and Fixtures are part and parcel of the Land (the Land, the Additional Land, the Improvements and the Fixtures collectively referred to as the "Real Property") appropriated to the use thereof and, whether affixed or annexed to the Real Property or not, shall for the purposes of the Security Instrument be deemed conclusively to be real estate and mortgaged hereby.

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### **Exhibit**

# Legal Description

#### PARCEL 1:

Commencing 9.2 chains North of the Southwest corner of Section 12, Township 8 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah; thence North 10.61 chains; thence North 69° East 11.80 chains; thence North 78° East 5.46 chains; thence South 1/4° West 15.83 chains; thence South 89 1/2° West 16.28 chains to the place of beginning.

TOGETHER WITH that portion acquired in that certain Boundary Line Agreement recorded June 4, 2018 as Entry No. 51913:2018 in the Utah County Recorder's office.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of 800 West Street.

#### PARCEL 2:

Commencing 5.37 chains North of the Southwest corner of Section 12, Township 8 South, Range 2 East, Salt Lake Base and Meridian, in Utah County, Utah; thence North 3.92 chains; thence North 89 1/2° East 16.28 chains; thence South 1/4° West 4.38 chains; thence North 88°50′ West 16.26 chains to the place of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of 800 West Street and 5550 South Street.

# PARCEL 3:

Commencing 0.50 of a chain West of the Southeast Corner of the Southeast Quarter of Section 11, Township 8 South, Range 2 East of the Salt Lake Base and Meridian; running thence West 3.80 chains; thence North 0.66 1/2 chains; thence West 7.50 chains; thence North 1 1/4° East 3.705 chains; thence East 11.20 chains; thence South 4.37 chains to the place of beginning.

## PARCEL 4:

Commencing at the Southwest Corner of the Southwest Quarter of Section 12, Township 8 South, Range 2 East of the Salt Lake Base and Meridian; running thence North 4.37 chains; thence South 88 7/8° East 15.76 chains; thence South 1/4° West 4.07 chains; thence West 15.74 chains to the place of beginning.

### PARCEL 5:

Commencing at the Northeast Corner of the Northeast Quarter of Section 14, Township 8 South, Range 2 East of the Salt Lake Base and Meridian; running thence West 4.45 chains; thence South 1/2° West 5.63 chains; thence North 89 1/2° East 4.51 chains; thence North 5.60 chains to the place of beginning.

#### PARCEL 6:

Commencing South 369.6 feet from the Northeast Corner of Section 14, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°20' East 7.74 chains; thence South 322.73 feet; thence West 816.5 feet; thence North 01°45' West 16.85 feet; thence North 00°45' East 3.63 chains; thence North 00°30' East 1.07 chains; thence North 89°30' East 4.51 chains to place of beginning.

# PARCEL 7:

Beginning at the Northwest Corner of the Northwest Quarter of Section 13, Township 8 South, Range 2 East of the Salt Lake Base and Meridian; thence South 5.60 chains; thence South 89 1/3° East 15.69 chains; thence North 0°35' East 5.79 chains; thence West 15.74 chains to the place of beginning.

#### PARCEL 8:

Commencing 4.45 chains West from the Northeast corner of Section 14, Township 8 South, Range 2 East of the Salt Lake Base and Meridian; thence West 7.35 chains; thence South 6.53 chains; thence South 88°30' East 7.29 chains; thence North 00°30' East 6.70 chains to the place of beginning.

## ALSO:

Commencing 4.45 chains West and 6.70 chains South 00°30' West from the Northeast corner of Section 14, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence South 00°45' West 3.63 chains; thence West 7.04 chains; thence North 3.78 chains; thence South 88°30' East 7.09 chains to the place of beginning.

# PARCEL 9:

Commencing 4.30 chains West from the Southeast Corner of Section 11, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 66 links; thence West 7.50 chains; thence South 66 links; thence East 7.50 chains to the place of beginning.

# PARCEL 10:

Commencing North 1611.91 feet and East 508.18 feet from the West Quarter Corner of Section 13, Township 8 South, Range 2 East of the Salt Lake Base and Meridian; thence South 89°30'00" East 521.4 feet; thence South 00°35'00" West 418.75 feet; thence along a curve to the right (chord bears: South 31°02'40" West 324.56 feet, radius = 431.43 feet) arc length = 332.74 feet; thence South 53°08'22" West 344.95 feet; thence along a curve to the right (chord bears: South 57°35'42" West 82.32 feet, radius = 529.85 feet) arc length = 82.41 feet; thence North 948.68 feet to the place of beginning.

#### PARCEL 11:

Commencing 5.60 chains South and South 89°20' East 7.74 chains of the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°20' East 5.71 chains; thence South 35' West 4.44 chains; thence South 89°30' East 2.224 chains; thence

South 35' West 5.39 chains; thence South 89 1/2° West 7.90 chains; thence North 35' East 9.89 chains to the place of beginning.

#### PARCEL 12:

Commencing East 18.82 feet and South 2067.06 feet from the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°45'04" East 42.70 feet; thence North 00°05'25" West 315.61 feet; thence West 333.65 feet; thence North 43°19'38" East 33.60 feet; thence North 01°45'00" West 985.69 feet; thence North 89°10'04" East 402.04 feet; thence South 1003.14 feet; thence South 00°29'41" East 371.25 feet; thence North 89°30'00" West 64.57 feet to the point of beginning.

#### PARCEL 13:

Commencing North 4.71 chains and West 115.5 feet from the Southeast corner of the Northeast Quarter of Section 14, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 0°30' East 330 feet; thence East 131.5 feet; thence North 4.78 chains; thence West 333.65 feet; thence South 1° West 9.78 chains; thence East 210.54 feet to the point of beginning.

# LESS AND EXCEPTING THEREFROM the following:

Commencing East 108.18 feet and South 2352.13 feet from the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 89°32'45" West 223.69 feet; thence North 00°30'00" East 288.00 feet; thence South 89°30'00" East 256.00 feet; thence South 01°07'56" East 45.68 feet; thence South 49°59'42" West 50.27 feet; thence South 00°46'25" East 206.01 feet to the point of beginning.

### PARCEL 14:

Commencing North 598.71 feet and East 19.01 feet from the Quarter Section-Corner between Sections 13 and 14, Township 8 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°30' West 132 feet; thence North 0°30' East 42 feet; thence South 89°30' East 132 feet; thence South 0°30' West 42 feet to the point of beginning.

# PARCEL 15:

Commencing South 2067.96 feet and East 80.18 feet from the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian and running thence North 1374.71 feet; thence East 431.42 feet; thence South 00°35'00" West 335.51 feet; thence South 987.64 feet; thence along a curve to right (Chord bears: South 72°07'34" West 141.1 feet, Radius = 529.86 feet); thence South 79°46'41" West 39.61 feet; thence South 89°43'14" West 254.73 feet to the point of beginning.

#### ALSO:

Commencing South 2330.71 feet and East 107.43 feet from the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian and running thence North 01°04'06" East 53.48 feet; along a curve to right (Chord bears: North 40°00'35" East 174.19 feet,

Radius = 136.15 feet); thence North 79°46'41" East 166 feet; along a curve to left (Chord bears: North 75°16'20" East 92.01 feet, Radius = 585.63 feet); thence South 53°40'00" West 405.21 feet; thence North 89°30'00" West 38.91 feet to the point of beginning.

# PARCEL 16:

Commencing South 2066.71 feet and East 335.01 feet from the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 79°46'41" West 125.15 feet; thence along a curve to the left (chord bears: South 60°01'46" West 129.7 feet, radius = 191.93 feet) arc length = 132.31 feet; thence North 85.85 feet; thence North 89°43'14" East 235.52 feet to the point of beginning.

# LESS AND EXCEPTING THEREFROM the following:

Commencing East 108.18 feet and South 2352.13 feet from the Northwest corner of Section 13, Township 8 South, Range 2 East, Salt Lake Base and Meridian, and running thence South 89°32'45" West 223.69 feet; thence North 00°30'00" East 288.00 feet; thence South 89°30'00" East 256.00 feet; thence South 01°07'56" East 45.68 feet; thence South 49°59'42" West 50.27 feet; thence South 00°46'25" East 206.01 feet to the point of beginning.

ALSO LESS AND EXCEPTING THEREFROM any portion lying within the Utah County Road.

Tax Id No.: 24-043-0029, 24-043-0011, 24-042-0001, 24-043-0012, 24-053-0005, 24-053-0030, 24-048-0009, 24-053-0007, 24-042-0006, 24-048-0036, 24-048-0007, 24-053-0057, 24-053-0059, 24-053-0058, 24-048-0055 and 24-048-0054