

PREPARED BY AND WHEN  
RECORDED PLEASE RETURN TO:

Barton L. Gertsch, Esq.  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111

## COMMUNICATIONS EASEMENT AGREEMENT

THIS COMMUNICATIONS EASEMENT AGREEMENT (the "Agreement") is entered into as of the 5<sup>th</sup> day of June, 2015, between Vineyards Homesteads Development 2012, LLC, a Utah limited liability company, dba PVH Development LLC, and those Owner signatories set forth at the signature lines to this Agreement (PVH Development, LLC and those Owner signatories are referred to collectively as "Grantor"), whose address for purposes hereof is 2264 West Williamsburg Circle, West Jordan, Utah, 84084, and FirstDigital Telecom, LLC, a Utah limited liability company ("FirstDigital"), whose address is 90 South 400 West, Suite M-100, Salt Lake City, Utah 84101. (Grantor and FirstDigital are referred to in this instrument collectively as the "Parties," and individually as a "Party.")

### RECITALS

A. Grantor is the owner of that residential real estate development area known as The Homesteads at Vineyard, located in Vineyard, Utah, and in particular that real property specifically defined in those legal descriptions set forth at Exhibit A (the "Owned Property"), attached hereto and by reference made a part hereof.

B. PVH is also the holder of certain communications rights and easements under (i) the Declaration of Restrictive Covenants For The Homesteads at Vineyard, dated May 20, 2014 and recorded as Instrument No. 36066:2014, in the Official Records of Utah County, Utah, as amended by the First Amendment to Declaration For The Homesteads at Vineyard, dated November 3, 2014 and recorded as Instrument No. 79702:2014, in the Official Records of Utah County, Utah; and (ii) the Declaration of Covenants, Conditions, and Restrictions For POD 10 Vineyard Homesteads Development, Town of Vineyard, Utah County, Utah, dated November 3, 2014 and recorded as Instrument No. 79710:2014, in the Official Records of Utah County, Utah (collectively, the "Declaration") with respect to the real property described on Exhibit B ("POD 10" and together with the Owned Property, the "Property")

C. FirstDigital is a certified competitive local exchange carrier authorized to provide communications services including voice, video, and high-speed data access in the state of Utah.

D. Due to the lack of any telecommunications facilities at the Property and the costs associated with providing high speed residential broadband services, Grantor desires to contract with FirstDigital to provide at FirstDigital's cost and expense one communications infrastructure consisting of fiber optic cabling (and, as requested by users and as commercially reasonable, coaxial and copper cabling) to each residential user in the Property as set forth below.

E. Grantor desires to have FirstDigital provide ongoing management and maintenance of such communications infrastructure in order to assist in accommodating the needs of the diverse purchasers of various portions of the Property, providing security to the communications utility tunnels/closets,

maintaining the integrity of the Property's infrastructure during construction and the build out of new phases and providing maximum uptime for users.

F. Grantor desires to have FirstDigital's communications infrastructure available for use by other Communication Service Providers who interconnect with FirstDigital's communications network, all in accordance with the terms of this Agreement, in order to help eliminate the duplication of facilities, prevent unnecessary trenching and the cutting of sidewalks and streets, and maintain the overall earth friendly, consistent and efficient use of resources within and throughout the Property.

**AGREEMENT**

NOW, THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor hereby agrees as follows:

1. Definitions. As used in this Agreement, each of the following terms shall have the indicated meaning:

"Communications Facilities" means the systems and facilities to be installed and owned by FirstDigital throughout the Property, beginning at the demarcation point or points at the boundary or boundaries of the Property and ending at the entry demarcation point to each residence in the Property, by means of which the Communications Services are provided to the Property, as such systems and facilities are updated, supplemented or replaced from time to time.

"Communications Infrastructure" means the closets, risers, pathways, raceways, and conduits throughout the Property on, through and by which FirstDigital will place its Communications Facilities in order to provide Communications Services to Residents.

"Communications Services" means voice, video, telecommunications and high speed data access services and any other services as may be offered to Residents via the Communications Facilities. Communications Services does not include services delivered to Residents through satellite or airways connections, but only services that can be delivered through the Communications Facilities.

"Communications Services Agreement" shall mean that Agreement executed of even date herewith, between Grantor and Grantee.

"Communications Service Provider" means any telecommunications company that is certified to provide Communications Services to customers in Utah.

"Communications System" means the Communications Facilities and Communications Infrastructure.

"Owner" means each person, who, at any given time, holds fee title to the Property or any portion thereof.

"Resident" means each Owner and any resident or occupant of all or any portion of the Property.

2. Grant of Easement.

(a) Grantor grants to FirstDigital a non-exclusive, irrevocable license to gain access to the Property for purposes of designing, engineering, constructing, installing, testing, operating, maintaining, repairing, replacing, relocating, and removing the Communications System, and for the purpose of exercising and carrying out its management and marketing rights and obligations as set forth in this Agreement.

(b) In addition, to the extent allowed under city ordinances of the Town of Vineyard or state law, and subject to the terms of this Agreement and the Communications Services Agreement, Grantor hereby grants to FirstDigital the sole and exclusive right and easement to design, engineer, construct, install, test, operate, maintain, repair, replace, relocate, and remove the Communications System at the Property and to manage the way by which other Communications Service Providers shall gain access to the Residents.

(c) The easements and rights in this Agreement (collectively, the “Easement”) are granted subject to this Agreement and the Communications Services Agreement. To the extent that this Agreement conflicts with the Communications Services Agreement, the Communications Services Agreement shall govern. Grantor retains the right to use the Owned Property in any way it deems appropriate subject to the Easements granted herein.

(d) The Easements granted herein include the right of FirstDigital and its employees, agents, contractors, licensees shall have the right to access its Communications Facilities in the Property on a 24-hour-per-day 7-day-per-week basis.

(e) The specific location of the Easement granted pursuant to Section 2(a) above shall hereafter be more specifically defined and approved by the Owner at the time of installation of Communications Facilities, which approval shall not be unreasonably withheld, conditioned or delayed. With respect to any subdivided, building lot for a residential home (each, a “Building Lot”) within the Property, Grantor and Owner of such Building Lot shall attach an addendum to this Easement from time to time to provide the specific locations of the Easement granted pursuant to Section 2(a) with respect to such Building Lot. In the event that Grantor and the Owner of such Building Lot do not attach such an addendum, the Easement granted pursuant to Section 2(a) shall, after the installation of Communication Facilities on such Building Lot, be defined as a the area extending ten (10) feet on each side of the actual location of the Communication Facilities on such Building Lot. For clarity, nothing in this Section 2(e) shall diminish or affect the sole and exclusive right and easement granted to First Digital pursuant to Section 2(b).

3. Infrastructure. Each Owner will coordinate with FirstDigital to designate a mutually agreeable demarcation point(s) on its property and FirstDigital at its costs and expense will design, engineer, extend and install the Communication Facilities to such designated demarcation point(s).

4. Failure to Perform by First Digital. An Owner shall have the right to secure its own Communications System and Communications Services at its own cost and expense and to elect to terminate this Agreement with respect to its property if FirstDigital breaches or fails to perform any obligation under this Agreement or the Communications Services Agreement, and fails to cure such breach or failure within thirty (30) days after receipt of written notice from an Owner describing such breach or failure; provided, however, that (a) if the nature of the breach or failure is such that more than 30 days are reasonably required to cure, prior to such Owner having the right to terminate this Agreement with respect to its property, FirstDigital shall have such period as is reasonably necessary to cure so long as it commences the cure of such breach within the 30-day period and after such commencement diligently prosecutes the same to completion; and (b) in no event shall an Owner have the right to terminate this Agreement with respect to any property that is needed or is being used to provide Communications Facilities and Communications Services to other

Residents in the Property. Nothing herein will prevent an Owner from obtaining Communications Services from satellite or airways.

5. Repair of Damage. FirstDigital shall promptly repair any damage to the Property that is caused by FirstDigital's installation, use, maintenance, repair, or removal of the Communications System; provided that FirstDigital shall not be responsible for damage caused by Owner or other persons.

6. Ownership of Communications System. FirstDigital will retain ownership of and title to all Communications System installed at the Property by or on behalf of FirstDigital. The Communications System will retain their character as personal property following their installation. In no event will the Communications System installed at the Property by or on behalf of FirstDigital be deemed to be a fixture of the Property or of any Owner or Resident. Without limiting the generality of the foregoing, no Owner or Resident shall have the right to create any security interest in such Communications System. FirstDigital shall have the right to grant a security interest in such Communications System to one or more lenders and to assign its rights and obligations under this Agreement.

7. Other Communications Service Providers. FirstDigital recognizes and agrees that Residents in the Project (as defined in the Communications Services Agreement) are not obligated to select FirstDigital as their Communications Service Provider. In the event any such Resident selects another Communications Service Provider, such Resident shall not be obligated hereunder to compensate FirstDigital for Communication Services obtained by Resident from another Communications Service Provider and FirstDigital shall reasonably cooperate with such other Communications Service Provider and allow such Communications Service Provider access to the requesting Resident in accordance with the terms of an interconnection agreement between FirstDigital and such other Communications Service Provider which contains terms and conditions acceptable to FirstDigital. No such interconnection shall adversely impact FirstDigital's Communications Facilities or FirstDigital's ability to provide Communications Services to the Property. Notwithstanding anything to the contrary in this Section 7, FirstDigital shall be entitled to compensation from the interconnecting Communications Service Provider or the Resident for the reasonable costs and fees associated with an interconnection of the other provider's equipment with FirstDigital's Communications Facilities.

8. Interconnection. All Communications Service Providers desiring to provide Communications Services to Residents will do so by interconnecting to FirstDigital's Communications Facilities. Other than FirstDigital, no Owner shall permit any other Communications Service Provider to disrupt, dig, or excavate any part of the Property, or install any Equipment within the Property, except within dedicated public streets or public utility easements, without the prior written consent of FirstDigital, which consent shall not be unreasonably withheld, conditioned or delayed. FirstDigital will have the authority to interconnect a Communications Service Provider's communications facilities to FirstDigital's Communications Facilities and need not obtain permission from an Owner to do so.

9. Quality of Service. FirstDigital will provide and maintain a quality of service with respect to its Communications Facilities equal to or greater than Bellcore standards.

10. Nature of Provisions. The Parties expressly intend that the rights and easements granted to FirstDigital shall be easements in gross and shall: (a) constitute a covenant running with the Property; (b) bind every person and Owner having any fee, leasehold, mortgage lien or other interest in any portion of the Property concerned; (c) bind any person and Owner whose title to the Property or any portion thereof is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

11. Term of Agreement. Except as set forth in Section 4 above, this Agreement and the rights and easements granted to FirstDigital hereunder shall (a) with respect to the Owned Property, be perpetual

unless terminated by PVH, or FirstDigital, as provided in that Communications Services Agreement, and (b) with respect to POD 10, commence on the date hereof and expire on the date that is seven (7) years after PVH ceases to own all of the Project and 80% of Dwellings (as defined in the Declaration) have been completed within Lots developed within the Project, unless earlier terminated by PVH, or FirstDigital, as provided in that Communications Services Agreement.

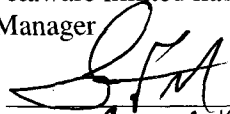
12. General Provisions. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This instrument shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this instrument. Notwithstanding the foregoing, this Easement shall be subject to the terms and conditions of the Communications Services Agreement. This Easement is granted pursuant to and in aid of effecting the Communications Services Agreement.

The parties have executed this Agreement to be effective on the Effective Date.

**GRANTOR:**

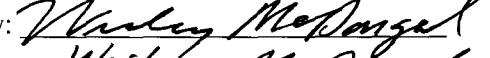
**Vineyards Homesteads Development 2012, LLC**, a Utah limited liability company, dba PVH Development, LLC,

By: Pro Management-Utah, LLC,  
A Delaware limited liability company  
Its Manager

By:   
Name: Glen R Pettit  
Title: MANAGER

**FIRSTDIGITAL:**

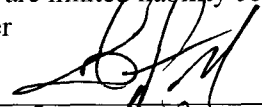
**FirstDigital Telecom, LLC**,  
a Utah limited liability company

By:   
Name: Wesley McDougal  
Title: President

Each of the following entities signs by and through its Manager, Pro Management-Utah, LLC, a Delaware limited liability, each as Owners of a portion of the Project and is included herein as "PVH":

- Vineyard Homesteads Pod 1, LLC
- Vineyard Homesteads Pod 2, LLC
- Vineyard Homesteads Pod 4, LLC
- Vineyard Homesteads Pod 6, LLC
- Vineyard Homesteads Pod 7 East, LLC
- Vineyard Homesteads Pod 7 West, LLC
- Vineyard Homesteads Pod 10, LLC
- Vineyard Homesteads Pod 11, LLC

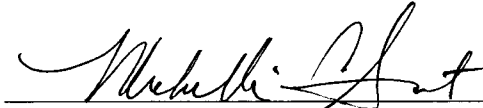
By Pro Management-Utah, LLC,  
a Delaware limited liability company,  
Manager

By:   
Name: GLEN R PETTIT  
Title: MANAGER

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of JUNE, 2015 by GLEN R PETTIT, the MANAGER of Pro Management-Utah, LLC, a Delaware limited liability company, the Manager of each of the following entities: Vineyards Homesteads Development 2012, LLC dba PVH Development, LLC, Vineyard Homesteads Pod 1, LLC, Vineyard Homesteads Pod 2, LLC, Vineyard Homesteads Pod 4, LLC, Vineyard Homesteads Pod 6, LLC, Vineyard Homesteads Pod 7 East, LLC, Vineyard Homesteads Pod 7 West, LLC, Vineyard Homesteads Pod 10, LLC and Vineyard Homesteads Pod 11, LLC

(Seal)

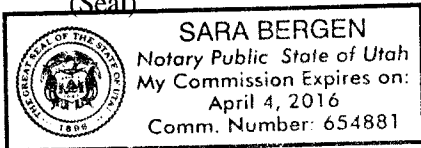
  
\_\_\_\_\_  
Notary Public



State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2015 by Wesley McDougall, the President of FirstDigital Telecom, LLC.

(Seal)



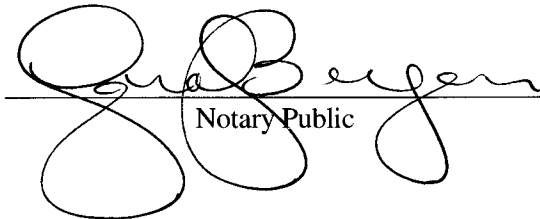
  
\_\_\_\_\_  
Notary Public

EXHIBIT A

to

COMMUNICATIONS EASEMENT AGREEMENT

Legal Description of the Owned Property

Tax Parcel Nos. 18-018-0055, 18-015-0096,  
 18-016-0006, 18-019-0011, 18-019-0010,  
 18-020-0024, 18-020-0023, 18-020-0021,  
 18-020-0022, 18-015-0103, 18-015-0098,  
 18-015-0105, 18-015-0097, 18-015-0104.

The following described real property is located in Utah County, Utah:

**PARCEL 1:**

(Pod 1)

A PARCEL OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED NORTH 89°38'03" EAST ALONG THE CENTER SECTION LINE OF SECTION 17 2970.53 FEET FROM THE WEST QUARTER OF SAID SECTION 17, AS DEFINED BY THE FOUND BRASS CAP MONUMENTS MARKING THE EAST AND THE WEST QUARTER CORNERS OF SECTION 17, (BASIS OF BEARING) AND SOUTH 83.06 FEET TO THE POINT OF BEGINNING; AND RUNNING THENCE NORTH 89°59'50" EAST 72.00 FEET; THENCE NORTH 0°00'10 WEST 16.42 FEET TO A POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 31.29 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°38'21" (CHORD BEARS NORTH 44°48'31" EAST 28.20 FEET) THENCE NORTH 89°37'42" EAST 153.48 FEET TO A POINT OF CURVATURE OF A 477.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 51.86 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 6°13'22" (CHORD BEARS SOUTH 87°15'38" EAST 51.83 FEET); THENCE SOUTH 84°08'57" EAST 612.68 FEET TO A POINT ON THE ARC OF A 477.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 450.77 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°05'18" (CHORD BEARS SOUTH 57°07'08" EAST 434.22) THENCE SOUTH 30°04'29" EAST 8.33 FEET; THENCE NORTH 60°54'43" EAST 4.45 FEET; THENCE SOUTH 30°10'07" EAST 474.67 FEET; THENCE SOUTH 58°27'26" WEST 0.43 FEET; THENCE SOUTH 30°12'37" EAST 8.08 FEET TO THE NORTH LINE OF EASTLAKE SUBDIVISION PLAT B; THENCE SOUTH 89°33'46" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 1824.70 FEET; THENCE NORTH 01°00'25" WEST 408.31 FEET TO A POINT OF CURVATURE OF A 105.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE



CONTINUING 116.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°24'20" (CHORD BEARS NORTH 30°41'45" EAST 110.36 FEET); THENCE NORTH 62°23'55" EAST 87.73 FEET TO A POINT OF CURVATURE OF A 545.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 157.59 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'05" (CHORD BEARS NORTH 70°40'58" EAST 157.05 FEET); THENCE NORTH 78°58'00" EAST 2.61 FEET; THENCE NORTH 0°03'39" WEST 44.01 FEET, THENCE NORTH 89°56'21" EAST 0.47 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING 39.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°56'31" (CHORD BEARS NORTH 44°58'06" EAST 35.34 FEET); THENCE NORTH 0°00'10" WEST 34.55 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

(Pod 2)

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD UTAH COUNTY, UTAH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING NORTH 89°38'03" EAST ALONG THE CENTER SECTION LINE OF SECTION 17 1871.37 FEET FROM THE WEST QUARTER OF SAID SECTION 17, AS DEFINED BY THE FOUND BRASS CAP MONUMENTS MARKING THE EAST AND THE WEST QUARTER CORNERS OF SECTION 17, (BASIS OF BEARING) AND SOUTH 410.52 FEET TO THE POINT OF BEGINNING; AND RUNNING THENCE NORTH 89°59'56" EAST 658.33 FEET; THENCE NORTH 00°00'09" EAST 363.82 FEET; THENCE NORTH 89°37'53" EAST 120.65 FEET; THENCE SOUTH 86°33'16" EAST 120.27 FEET; THENCE NORTH 89°37'53" EAST 179.97 FEET TO A POINT OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 31.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°21'19" (CHORD BEARING SOUTH 45°11'09" EAST 28.37 FEET); THENCE SOUTH 00°00'10" EAST 38.61 FEET TO A POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 39.25 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°56'31" (CHORD BEARING SOUTH 44°58'06" WEST 35.34 FEET); THENCE SOUTH 89°56'21" WEST 0.47 FEET; THENCE SOUTH 00°03'39" EAST 44.00 FEET; THENCE SOUTH 78°58'00" WEST 2.61 FEET TO A POINT OF A 545 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 157.60 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 16°34'05" (CHORD BEARING SOUTH 70°40'58" WEST 157.05 FEET); THENCE SOUTH 62°23'55" WEST 87.73 FEET TO A POINT OF A 105 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 116.20 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°24'20" (CHORD BEARING SOUTH 30°41'42" WEST 110.36 FEET); THENCE SOUTH 01°00'25" EAST 408.31 FEET TO THE NORTH WEST CORNER OF EAST LAKE SUBDIVISION; THENCE SOUTH 00°59'23" EAST ALONG THE WEST LINE OF SAID SUBDIVISION 562.83 FEET; THENCE SOUTH 89°51'42" WEST 501.34 FEET; THENCE NORTH 20°19'00" WEST 212.47 FEET; THENCE NORTH 89°54'25" EAST 2.47 FEET; THENCE NORTH 20°19'00" WEST 271.66 FEET; THENCE NORTH

15°09'00" WEST 339.18 FEET; THENCE WEST 10.14 FEET; THENCE NORTH 15°09'06" WEST 153.19 FEET TO THE POINT OF BEGINNING.

**PARCEL 3:**

(Pod 4)

A PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 18 TOWNSHIP 6, SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD, UTAH COUNTY, UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SITUATED SOUTH 89°38'03" WEST 340.29 FEET FROM THE EAST QUARTER CORNER OF SECTION 18 TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND NORTH 45.50 FEET TO THE POINT OF BEGINNING THENCE; SOUTH 89°38'03" WEST 436.00 FEET; THENCE NORTH 84°08'25" WEST 110.66 FEET; THENCE SOUTH 89°38'03" WEST 119.12 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING NORTH 45°21'44" WEST 21.21 FEET); THENCE NORTH 0°21'57" WEST 3.00 FEET; THENCE SOUTH 89°38'03" WEST 56.00 FEET; THENCE SOUTH 00°21'57" EAST 15.00 FEET TO A POINT OF A 15.00 RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 23.56 ALONG ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 44°38'03" WEST 21.21 FEET); THENCE SOUTH 89°38'03" WEST 550.69 FEET TO A POINT A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 557.11 FOOT RADIUS; THENCE SOUTHWESTERLY 83.95 FEET ALONG ARC OF SAID CURVE BEARING TO CENTER SOUTH 00°37'27" EAST THROUGH A CENTRAL ANGLE OF 08°38'00" (CHORD BEARING SOUTH 85°03'33" WEST 83.87 FEET) TO A POINT OF A NON- TANGENT CURVE TO THE RIGHT, HAVING A 73.00 FOOT RADIUS; THENCE SOUTHWESTERLY 19.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 09°27'35" WEST THROUGH A CENTRAL ANGLE OF 15°21'08" ( CHORD BEARING SOUTH 88°12'59" WEST 19.50); TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTH WESTERLY 21.74 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 83°02'26" (CHORD BEARING NORTH 42°35'14" WEST 19.89 FEET); THENCE NORTH 01°04'01" WEST 880.93 FEET; THENCE NORTH 89°59'45" EAST 1648.00 FEET; THENCE SOUTH 04°56'35" WEST 105.98 FEET, TO A POINT OF A NON- TANGENT CURVE TO THE RIGHT, HAVING A 337.00 FOOT RADIUS; THENCE SOUTHWESTERLY 99.36 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 89°22'45" WEST THROUGH A CENTRAL ANGLE OF 16°53'34" (CHORD BEARING SOUTH 07°49'32" WEST 99.00 FEET); TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY 24.16 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 92°17'50" (CHORD BEARING SOUTH 62°25'14" WEST 21.63 FEET); THENCE NORTH 71°25'51" WEST 5.44 FEET; THENCE SOUTH 18°49'48" WEST 56.00 FEET; THENCE SOUTH 71°25'51" EAST 17.62 FEET; TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHEASTERLY 23.63 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°15'39" (CHORD BEARING SOUTH 26°18'01" EAST 21.26 FEET); THENCE SOUTH 18°49'48" WEST 106.48 FEET; TO A POINT OF A 551.00 FOOT RADIUS CURVE TO THE LEFT, THENCE

SOUTHWESTERLY 181.08 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°49'48" (CHORD BEARING SOUTH 09°24'54" WEST 180.27 FEET); THENCE SOUTH 61.53 FEET; TO A POINT OF A 379.50 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY 62.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°25'22" (CHORD BEARING SOUTH 04°42'41" WEST 62.34 FEET); TO A POINT OF A 100.50 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHEASTERLY 53.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°20'22" (CHORD BEARING SOUTH 05°44'49" EAST 52.60 FEET); THENCE SOUTH 20°54'59" EAST 33.33 FEET; TO A POINT OF A 19.50 FOOT RADIUS CURVE TO THE RIGHT, THENCE SOUTHWESTERLY 17.80 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°17'23" (CHORD BEARING SOUTH 05°13'42" WEST 17.19 FEET); THENCE SOUTH 31°22'24" WEST 56.59 FEET; TO A POINT OF A 29.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 16.57 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°10'54" (CHORD BEARING SOUTH 47°27'51" WEST 16.35 FEET) TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; HAVING A 329.50 FOOT RADIUS, THENCE SOUTHWESTERLY 84.39 ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 26°26'42" WEST THROUGH A CENTRAL ANGLE OF 14°40'26" (CHORD BEARING SOUTH 70°53'31" WEST 84.16); TO THE POINT OF BEGINNING.

**LESS AND EXCEPTING THE FOLLOWING PROPERTY:**

[A part of 18:019:0012]

A parcel of land situated in the Northeast quarter of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and located in the Town of Vineyard, Utah County, Utah and being more particularly described as follows:

(Being The Maples Pod 4, Phase 1)

Beginning at a point situated South 89°38'03" West 711.72 feet along the extended center section line of Section 17, as defined by the found brass cap monuments marking the West quarter corner of Section 17 and the East quarter corner of Section 17 of said Township and Range from the East quarter corner of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and North 474.24 feet to the point of beginning; thence West 89.96 feet; thence South 71°01'50" West 59.22 feet; thence South 89°58'47" West 60.95 feet; thence North 0°01'13" West 90.23 feet; thence North 0°58'22" West 56.01 feet; thence South 89°59'45" West 4.73 feet; thence North 0°00'15" West 88.75 feet; thence North 89°45'35" East 6.37 feet; thence North 01°26'02" West 86.21 feet; thence North 10°56'41" East 57.83 feet; thence North 0°00'15" West 94.26 feet; thence North 89°59'45" East 782.23 feet; thence South 04°56'35" West 105.98 feet to a point on the arc of a 337.00 foot radius non-tangent curve to the right; thence Southwesterly 99.36 feet along the arc of said curve bearing to center South 89°22'45" West through a central angle of 16°53'34" (chord bearing South 07°49'32" West 99.00 feet) to a point of curvature with a 15.00 foot radius curve to the right; thence Southwesterly 24.16 feet along the arc of said curve through a central angle of 92°17'50" (chord bearing South 62°25'14" West 21.63 feet); thence North 71°25'51" West 5.44 feet; thence South 18°49'48" West 56.00 feet; thence South 71°25'51" East 17.62 feet to a point of a 15.00 foot radius curve to the right; thence Southeasterly 23.63 feet along the arc of said curve through a central angle of 90°15'39" (chord bearing South 26°18'01" East 21.26 feet); thence South 18°49'48" West 106.48 feet

to a point of a 551.00 foot radius curve to the left; thence Southwesterly 66.06 feet along the arc of said curve through a central angle of  $06^{\circ}52'10''$  (chord bearing South  $15^{\circ}23'43''$  West 66.02 feet); thence North  $77^{\circ}43'44''$  West 100.04 feet; thence South  $58^{\circ}12'46''$  West 75.12 feet; thence West 179.16 feet; thence North  $59^{\circ}28'57''$  West 61.96 feet; thence South  $88^{\circ}34'09''$  West 95.24 feet to the point of beginning.

(Being The Maples Pod 4, Phase 1)

A parcel of land situated in the Northeast quarter of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and located in the Town of Vineyard, Utah County, Utah and being more particularly described as follows:

(Being The Maples Pod 4, Phase 2)

Beginning at a point situated South  $89^{\circ}38'03''$  West 340.22 feet along the extended center section line of Section 17, as defined by the found brass cap monuments marking the West quarter corner of Section 17 and the East quarter corner of Section 17 of said Township and Range, from the East quarter corner of Section 18, Township 6 South, Range 2 East, Salt Lake Base and Meridian and North 45.50 feet to the point of beginning; thence South  $89^{\circ}38'03''$  West 436.00 feet; thence North  $84^{\circ}08'25''$  West 110.66 feet; thence South  $89^{\circ}38'03''$  West 119.12 feet to a point of a 15.00 foot radius curve to the right; thence Northwesterly 23.56 feet along the arc of said curve through a central angle of  $90^{\circ}00'00''$  (chord bearing North  $45^{\circ}21'44''$  West 21.21 feet); thence North  $0^{\circ}21'57''$  West 3.00 feet; thence South  $89^{\circ}38'03''$  West 56.00 feet; thence North  $0^{\circ}21'57''$  West 34.47 feet to a point of curvature with a 322.00 foot radius curve to the left; thence continuing 14.44 feet along the arc of said curve through a central angle of  $02^{\circ}34'10''$  (chord bears North  $01^{\circ}39'02''$  West 14.44 feet); thence North  $9^{\circ}15'21''$  East 45.23 feet; thence North  $42^{\circ}55'35''$  East 42.63 feet; thence North  $0^{\circ}00'15''$  West 257.01 feet; thence North  $89^{\circ}58'47''$  East 183.20 feet; thence North  $71^{\circ}01'50''$  East 59.22 feet; thence East 89.96 feet; thence North  $88^{\circ}34'09''$  East 95.24 feet; thence South  $69^{\circ}28'57''$  East 61.96 feet; thence East 179.16 feet; thence North  $58^{\circ}12'46''$  East 75.12 feet; thence South  $77^{\circ}43'44''$  East 100.04 feet to a point of a 551.00 foot radius curve to the left; thence Southwesterly 115.02 feet along the arc of said curve through a central angle of  $11^{\circ}57'37''$  (chord bearing South  $05^{\circ}58'49''$  West 114.81 feet); thence South 61.53 feet to a point of a 379.50 foot radius curve to the right; thence Southwesterly 62.41 feet along the arc of said curve through a central angle of  $09^{\circ}25'22''$  (chord bearing South  $04^{\circ}42'41''$  West 62.34 feet) to a point of a 100.50 foot radius curve to the left; thence Southeasterly 53.22 feet along the arc of said curve through a central angle of  $30^{\circ}20'22''$  (chord bearing South  $05^{\circ}44'49''$  East 52.60 feet); thence South  $20^{\circ}54'59''$  East 33.33 feet to a point of a 19.50 foot radius curve to the right; thence Southwesterly 17.80 feet along the arc of said curve through a central angle of  $52^{\circ}17'23''$  (chord bearing South  $05^{\circ}13'42''$  West 17.19 feet); thence South  $31^{\circ}22'24''$  West 56.59 feet to a point of a 29.50 foot radius curve to the right; thence Southwesterly 16.57 feet along the arc of said curve through a central angle of  $32^{\circ}10'54''$  (chord bearing South  $47^{\circ}27'51''$  West 16.35 feet) to a point on a compound curve to the right, having a 329.50 foot radius; thence Southwesterly 84.39 feet along the arc of said curve bearing to center North  $26^{\circ}26'42''$  West through a central angle of  $14^{\circ}40'26''$  (chord bearing South  $70^{\circ}53'31''$  West 84.16 feet) to the point of beginning.

(Being The Maples Pod 4, Phase 2)

**PARCEL 4:**

(Pod 6)

A PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6, SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND LOCATED IN THE TOWN OF VINEYARD, UTAH COUNTY, UTAH, AND BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SITUATED SOUTH 89°38'03" WEST 273.67 FEET ALONG THE EXTENDED CENTER SECTION LINE OF SECTION 17, AS DEFINED BY THE FOUND BRASS CAP MONUMENTS MARKING THE WEST QUARTER CORNER OF SECTION 17 AND THE EAST QUARTER CORNER OF SECTION 17 OF SAID TOWNSHIP AND RANGE, AND SOUTH 24.50 FEET TO THE POINT OF BEGINNING LOCATED ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A 30.00 FOOT RADIUS; THENCE SOUTHEASTERLY 8.32 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 41°47'23" WEST THROUGH A CENTRAL ANGLE OF 15°53'47" (CHORD BEARING SOUTH 40°15'44" EAST 8.30 FEET); THENCE SOUTH 32°18'50" EAST 20.18 FEET TO A POINT OF A 340.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 187.26 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 58°26'36" WEST THROUGH A CENTRAL ANGLE OF 31°33'24" (CHORD BEARING SOUTH 15°46'42" EAST 184.90); THENCE SOUTH 113.77 FEET; THENCE SOUTH 03°20'33" WEST 113.64 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT, HAVING A 1040.50 FOOT RADIUS; THENCE SOUTHEASTERLY 110.28 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 84°10'27" EAST THROUGH A CENTRAL ANGLE OF 06°04'21" (CHORD BEARING SOUTH 08°51'43" EAST 110.23); TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING 15.00 FOOT RADIUS; THENCE SOUTHWESTERLY 22.95 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 78°06'06" WEST THROUGH A CENTRAL ANGLE OF 87°39'55" (CHORD BEARING SOUTH 31°56'03" WEST 20.78 FEET); THENCE SOUTH 75°46'01" WEST 15.75 FEET; THENCE SOUTH 14°13'59" EAST 56.00 FEET; THENCE NORTH 75°46'01" EAST 27.76 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE SOUTHEASTERLY 22.94 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 14°13'59" EAST THROUGH A CENTRAL ANGLE OF 87°38'18" (CHORD BEARING SOUTH 60°24'50" EAST 20.77 FEET) TO A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 1028.50 FOOT RADIUS; THENCE SOUTHEASTERLY 180.10' ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 73°24'19" EAST THROUGH A CENTRAL ANGLE OF 10°02'00" (CHORD BEARING SOUTH 21°36'41" EAST 179.87 FEET) TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 1471.50 FOOT RADIUS; THENCE SOUTHEASTERLY 149.76 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 63°22'19" WEST THROUGH A CENTRAL ANGLE OF 05°49'52" (CHORD BEARING SOUTH 23°42'45" EAST 149.69 FEET); THENCE SOUTH 12°20'31" EAST 108.47 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 1459.50 FOOT RADIUS; THENCE SOUTHEASTERLY 94.00 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 77°06'32" EAST THROUGH A CENTRAL ANGLE OF 03°41'25" (CHORD BEARING SOUTH 14°44'10" EAST 93.99 FEET) TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT HAVING A 15.00 FOOT RADIUS; THENCE SOUTHWESTERLY 24.13 FEET

ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 77°06'32" WEST THROUGH A CENTRAL ANGLE OF 92°10'56" (CHORD BEARING SOUTH 33°12'00" WEST 21.61 FEET); THENCE SOUTH 79°17'28" WEST 193.22 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 1210.00 FOOT RADIUS; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 569.98 FEET BEARING TO CENTER NORTH 10°42'32" WEST THROUGH A CENTRAL ANGLE OF 26°59'23" (CHORD BEARING NORTH 87°12'51" WEST 564.72 FEET); THENCE NORTH 73°43'10" WEST 25.84 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 16°16'50" EAST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING NORTH 28°43'10" WEST 21.21 FEET); THENCE NORTH 16°16'50" EAST 3.50 FEET; THENCE NORTH 73°43'10" WEST 56.00 FEET; SOUTH 16°16'50" WEST 3.50 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 73°43'10" WEST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 61°16'50" WEST 21.21 FEET); THENCE NORTH 73°43'10" WEST 136.57 FEET TO A POINT OF A 1540.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 464.93 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 16°16'50" WEST THROUGH A CENTRAL ANGLE OF 17°17'51" (CHORD BEARING NORTH 82°22'05" WEST 463.16 FEET); THENCE SOUTH 88°58'57" WEST 269.30 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHWESTERLY 23.55 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 01°01'17" WEST THROUGH A CENTRAL ANGLE OF 89°57'16" (CHORD BEARING NORTH 46°02'39" WEST 21.20 FEET); THENCE NORTH 01°04'01" WEST 972.64 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHEASTERLY 21.87 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 88°56'48" EAST THROUGH A CENTRAL ANGLE OF 83°22'14" (CHORD BEARING NORTH 40°42'55" EAST 19.98 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 290.00 FOOT RADIUS; THENCE NORTHEASTERLY 36.19 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 07°30'58" EAST THROUGH A CENTRAL ANGLE OF 07°09'00" (CHORD BEARING NORTH 86°03'32" EAST 36.17 FEET); THENCE NORTH 89°38'03" EAST 388.97 FEET; THENCE SOUTH 84°08'27" EAST 110.67 FEET; THENCE NORTH 89°38'03" EAST 117.73 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE SOUTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER SOUTH 00°21'57" EAST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 45°21'57" EAST 21.21 FEET); THENCE SOUTH 00°21'57" EAST 15.00 FEET; THENCE NORTH 89°38'03" EAST 56.00 FEET; THENCE NORTH 00°21'57" WEST 27.00 FEET TO A POINT OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A 15.00 FOOT RADIUS; THENCE NORTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 89°38'03" EAST THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING NORTH 44°38'03" EAST 21.21 FEET); THENCE NORTH 89°38'03" EAST 645.34 FEET TO A POINT OF A NON-TANGENT CURVE TO THE LEFT, HAVING A 160.00 FOOT RADIUS; THENCE NORTHEASTERLY 35.89 FEET ALONG THE ARC OF SAID CURVE BEARING TO CENTER NORTH 00°21'57" WEST THROUGH A CENTRAL ANGLE OF 12°51'03" (CHORD BEARING NORTH

83°12'32" EAST 35.81 FEET); THENCE NORTH 89°38'03" EAST 50.38 FEET TO THE POINT OF BEGINNING.

**PARCEL 5:**

(Pod 7 West)

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

BEGINNING AT A POINT BEING LOCATED SOUTH 89°38'03" WEST 1722.20 FEET FROM THE WEST QUARTER CORNER OF SECTION 17 OF SAID TOWNSHIP AND RANGE (BASIS OF BEARING AS MEASURED BETWEEN THE FOUND UTAH COUNTY BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER SECTION 17 AND THE WEST QUARTER CORNER OF SECTION 17) AND SOUTH 1096.22 FEET; THENCE NORTH 88°58'59" EAST 269.22 FEET; TO A POINT OF CURVATURE A 1477.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 445.90 FEET THROUGH A CENTRAL ANGLE OF 17°17'51" (CHORD BEARING SOUTH 82°22'05" EAST 444.21 FEET); THENCE SOUTH 73°43'10" EAST 130.57 FEET; TO A POINT OF A 21.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 32.99 FEET ALONG THE ARC SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING SOUTH 28°43'10" EAST 29.70 FEET); THENCE SOUTH 16°16'50" WEST 14.50 FEET; THENCE SOUTH 73°43.10 EAST 28.00 FEET; THENCE SOUTH 16°16'50" WEST 346.19 FEET; THENCE SOUTH 14°06'39" WEST 45.35 FEET; THENCE SOUTH 07°47'29" WEST 87.00 FEET; THENCE SOUTH 01°42'04" WEST 40.54 FEET; THENCE SOUTH 00°14'19" EAST 406.95 FEET; THENCE SOUTH 89°45'29" WEST 723.20 FEET; THENCE NORTH 20°44'55" WEST 73.33 FEET; THENCE NORTH 01°04'01" WEST 967.97 FEET TO A POINT OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY 23.58 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°03'00" (CHORD BEARING NORTH 43°57'29" EAST 21.22 FEET) TO THE POINT OF BEGINNING.

**PARCEL 6:**

(Pod 7 East)

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 17 AND THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

BEGINNING AT A POINT BEING LOCATED SOUTH 89°38'03" WEST 850.31 FEET FROM THE WEST QUARTER CORNER OF SECTION 17 OF SAID TOWNSHIP AND RANGE (BASIS OF BEARING AS MEASURED BETWEEN THE FOUND UTAH COUNTY BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER SECTION 17 AND THE WEST QUARTER CORNER OF SECTION 17) AND SOUTH 1240.42 FEET;

THENCE SOUTH 73°43'10" EAST 28.00 FEET; THENCE NORTH 16°16'50" EAST 14.50 FEET TO A POINT OF CURVATURE WITH A 21.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 32.99 FEET ALONG THE ARC OF SAID

CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" ;THENCE SOUTH 73°43'10" EAST 19.83 FEET TO A POINT OF CURVATURE WITH A 1273.00 FOOT RADIUS CURVE TO THE LEFT; THENCE CONTINUING 599.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°59'23"; THENCE NORTH 79°17'28" EAST 194.43 FEET TO A POINT OF CURVATURE WITH A 26.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 41.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°56'33" TO A POINT OF CURVATURE OF A 1471.50 FOOT RADIUS COMPOUND CURVE TO THE RIGHT; THENCE CONTINUING 111.40 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°20'15" (CHORD BEARS SOUTH 06°35'51" EAST 111.37 FEET; THENCE SOUTH 04°25'44" EAST 81.87 FEET TO A POINT OF CURVATURE WITH A 1971.50 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 152.39 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°25'44"; THENCE SOUTH 179.65 FEET; THENCE SOUTH 06°14'40" WEST 110.32 FEET; THENCE SOUTH 95.33 FEET TO A POINT OF CURVATURE WITH A 26.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 40.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 90°00'00"; THENCE WEST 4.00 FEET; THENCE SOUTH 56.00 FEET; THENCE EAST 5.00 FEET TO A POINT OF CURVATURE WITH A 26.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE CONTINUING 40.84 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE SOUTH 68.94 FEET; THENCE SOUTH 89°45'29" WEST 1024.46 FEET; THENCE NORTH 0°14'18" WEST 406.95 FEET; THENCE NORTH 01°41'50" EAST 40.54 FEET; THENCE NORTH 07°47'29" EAST 87.00 FEET; THENCE NORTH 14°06'39" EAST 45.35 FEET; THENCE NORTH 16°16'50" EAST 346.19 FEET TO THE POINT OF BEGINNING.

**PARCEL 7:**

(Pod 11)

A Parcel of land located in the Southwest Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Beginning at a point being located North 89°38'03" East along the center section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 1756.81 feet and South 915.01 feet;

And running thence North 88°34'57" East for a distance of 61.66 feet;  
 Thence North 85°56'59" East for a distance of 155.62 feet;  
 Thence South 20°18'57" East for a distance of 246.82 feet;  
 Thence North 88°45'01" West for a distance of 278.48 feet;  
 Thence South 00°51'24" East for a distance of 215.24 feet;  
 Thence South 89°51'54" West for a distance of 96.92 feet;  
 Thence South 00°00'08" West for a distance of 249.07 feet to a point on a boundary line agreement (per entry number 149923-2006 of official records);  
 Thence along said boundary line agreement the following 3 courses,  
 North 89°59' 58" East for a distance of 257.28 feet;  
 Thence South 00°00'02" East for a distance of 213.49 feet;  
 Thence North 89°59'58" East for a distance of 512.74 feet;  
 Thence South 35°50'00" East for a distance of 44.47 feet;



Thence South 54°10'00" West for a distance of 151.65 feet;  
Thence South 35°50'00" East for a distance of 84.74 feet;  
Thence South 32°41'13" East for a distance of 193.06 feet to a point on a boundary line agreement (per entry number 149923-2006 of official records);  
Thence along said boundary line agreement South 89°58'55" West for a distance of 867.01 feet;  
Thence North 0°01'05" West 247.45 feet to a point of curvature with a 178.00 foot radius curve to the right;  
Thence continuing 81.85 feet along the arc of said curve through a central angle of 26°20'45";  
Thence North 26°19'40" East 10.66 feet;  
Thence North 89°57'55" West 727.27 feet;  
Thence North 50°47'37" East for a distance of 109.59 feet;  
Thence North 59° 56' 39" East for a distance of 111.89 feet  
Thence North 40° 46' 24" East for a distance of 100.01 feet  
Thence North 22° 30' 48" East for a distance of 104.78 feet  
Thence North 36° 25' 47" East for a distance of 84.42 feet  
Thence North for a distance of 150.04 feet  
Thence North 28° 40' 29" East for a distance of 171.94 feet  
Thence North 36° 19' 44" East for a distance of 108.05 feet  
Thence North 81° 18' 04" East for a distance of 112.87 feet  
Thence North 61° 55' 29" East for a distance of 118.20 feet  
Thence North 31° 40' 16" East for a distance of 43.92 feet  
Thence North 59° 56' 16" East for a distance of 82.88 feet  
Thence North 74° 16' 55" East a distance of 20.00 feet to the point of beginning;

EXHIBIT B

to

## COMMUNICATIONS EASEMENT AGREEMENT

## Legal Description of POD 10

A Parcel of land located in Utah County, State of Utah, situate in the Southwest Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

Beginning at a point being located North 89°38'03" East along the center section line between the found Utah County brass cap monument marking the West Quarter Corner of Section 17, and the found Utah County brass cap monument marking the East Quarter Corner of said section a distance of 943.05 feet and South 1820.53 feet;

Thence running South 89°57'55" East 727.27 feet; Thence South 26°19'40" West 10.66 feet to a point of curvature with a 178.00 foot radius curve to the left;

Thence continuing 81.85 feet along the arc of said curve through a central angle of 26°20'45"; Thence South 0°01'05" East 247.45 feet to a point on a boundary line agreement (per entry number 149923-2006 of official records);

Thence along said boundary line agreement South 89°58'55" West for a distance of 1495.45 feet to the East line of Main Street Parkway per the Homesteads Road Dedication plat as recorded in Entry Number 137765:2007 in the Utah County Recorder's office;

Thence along said Easterly Right of Way line the following 6 courses North for a distance of 79.88 feet to a point of curvature of 15.00 foot radius curve to the right;

Thence continuing 23.56 feet along the arc of said curve through a central angle of 90°00'00" (Chord bears North 45°00'00" East 21.21 feet);

Thence North for a distance of 56.00 feet;

Thence West for a distance of 12.00 feet to a point on the arc of a 15.00 foot radius curve to the right;

Thence continuing 23.56 feet along the arc of said curve through a central angle of 90°00'00" (Chord bears North 45°00'00" West 21.21 feet);

Thence, North for a distance of 395.65 feet to a point of curvature of a 2045.50 foot radius curve to the left;

Thence continuing 65.38 feet along the arc of said curve through a central angle of 01°49'53" (Chord bears North 00°54'56" West for 65.38 feet);

Thence North 39°23'45" East for a distance of 59.28 feet;

Thence North 47°26'29" East for a distance of 62.45 feet;

Thence North 70°31'53" East for a distance of 122.63 feet;  
Thence South 70°19'44" East for a distance of 133.25 feet;  
Thence South 22°27'59" East for a distance of 240.16 feet;  
Thence South 24°25'36" West for a distance of 19.00 feet;  
Thence South 43°51'56" West for a distance of 176.26 feet;  
Thence South 20°36'18" East for a distance of 84.12 feet;  
Thence South 60°15'39" East for a distance of 55.01 feet;  
Thence South 00°01'05" East for a distance of 79.38 feet;  
Thence North 89°58'55" East for a distance of 230.74 feet to a point of curvature of a  
272.00 foot radius curve to the left;  
Thence continuing 48.45 feet along the arc of said curve through a central angle 10°12'18"  
(Chord bears North 84°52'46" East 48.38 feet);  
Thence North 79°46'37" East for a distance of 104.83 feet;  
Thence North for a distance of 86.86 feet;  
Thence North 36°56'50" East for a distance of 65.46 feet;  
Thence North 50°47'37" East for a distance of 24.54 feet to the point of beginning;

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