

**EXHIBIT E-1
TO
PURCHASE AGREEMENT**

Form of Kimball Junction Notice of Use Restrictions

WHEN RECORDED, RETURN TO:

DAVID L THOMAS
Summit County Attorney
60 N Main
Coalville, UT 84017

ENTRY NO. 00910221

11/04/2010 10:00:53 AM B: 2055 P: 0792

Agreement PAGE 1/10

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 0.00 BY SUMMIT COUNTY ATTORNEY



**DECLARATION AND NOTICE OF USE RESTRICTIONS
(Kimball Junction)**

This DECLARATION AND NOTICE OF USE RESTRICTIONS (this “Declaration and Notice”), dated as of the 5th day of November, 2008 (the “Effective Date”), is entered into and made by SUMMIT COUNTY, a body corporate and politic of the State of Utah, whose address is 60 N. Main St., P.O. Box 128, Coalville, Utah 84017, PARK CITY MUNICIPAL CORPORATION, a political subdivision of the State of Utah, whose address is _____ (collectively “Declarant”).

RECITALS

A. Declarant is the owner of certain parcels of real property located in Summit County, Utah, as more particularly described in attached Exhibit “A” (the “Property”).

B. Boyer Snyderville Junction, L.C., a Utah limited liability company (“Boyer”), owns certain other parcels of real property located adjacent to the Property in Summit County, Utah, as more particularly described in attached Exhibit “B” (the “Benefited Property”).

C. As and to the extent specified herein, Declarant desires that the Property shall be held, conveyed, encumbered, leased, used, occupied, and improved subject to the restrictions, rights, conditions, and covenants set forth in this Declaration and Notice, for the benefit of the owner of any undeveloped portion of the Benefited Property and, at such time as no undeveloped portions of the Benefited Property remain, thereafter for the benefit of Boyer.

D. This Declaration and Notice is made for and in consideration of, pursuant to, and in furtherance of the terms and conditions of that certain Purchase Agreement by and between Boyer and Declarant, dated as of November 5, 2008 (the “Agreement”).

TERMS

NOW, THEREFORE, for and in consideration of the covenants and promises set forth in the Agreement and this Declaration, together with the mutual benefits to be derived herefrom and therefrom, Declarant hereby covenants and declares that the Property, and every part or interest therein, is now held and shall hereafter be held, conveyed, encumbered, leased, used, occupied and improved subject to the restrictions, rights, conditions and covenants herein set forth, each and all of which is and are for, and shall inure to the benefit of and pass with, the Property, and every part or interest therein, and shall apply to every owner and occupant thereof, and their successors and assigns, with the effect that all restrictions, rights, conditions and covenants in this Declaration shall run with and burden the Property and shall be binding on the Property and all other persons having or acquiring any interest in the Property, for the benefit of the Benefited Property and other persons having or acquiring any interest in the Benefited Property.

1. Declarant desires to maintain and preserve the Property as open space and to restrict the use of the Property to recreational and other uses that are consistent with its preservation as open space. In that connection, the following uses of the Property and/or activities upon the Property are expressly prohibited in perpetuity (collectively, the "Use Restrictions"):

- (a) Division, subdivision or de facto subdivision (through long-term leasing or otherwise) of any parcel of the Property into more than one (1) separately owned parcels of real property;
- (b) Construction or location of any structure or other improvement on the Property except for structures or improvements that are reasonably consistent with the use of the Property as open space or a portion thereof as a public cemetery, including grave monuments, plot map kiosks, observation blinds and towers, trails, cattle guards or other fencing as may reasonably be required to preserve the Property in its present condition;
- (c) Exploration and drilling for and extraction of oil and gas from any site on the Property;
- (d) Dumping or storing of ashes, trash, garbage or junk on the Property;
- (e) Quarrying, mining, excavation, depositing or extraction of sand, gravel, soil and rocks and/or, without limitation, any mineral or similar materials from the Property;
- (f) Dumping, depositing, discharging, releasing or abandoning any solid or hazardous wastes, hazardous substance or material, pollutant or debris in, on or under the Property or into the surface or groundwater on or under the Property;
- (g) Burning of any materials on the Property;

(h) The use of vehicles, including snowmobiles and other recreational vehicles, except the use of vehicles is permitted to the extent necessary to maintain the Property, and to maintain and construct utility lines running through the Property;

(i) Hunting or trapping for any purpose other than predatory, scientific research or problem animal control on the Property;

(j) Establishment or maintenance of any livestock feedlots on the Property;

(k) Any industrial use of the Property not expressly permitted;

(l) The placement or maintenance of commercial signs, billboards or any other outdoor advertising of any kind or nature on the Property except for signs relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating to the Property and signs of an informational or educational nature relating to the Property or the Utah Olympic Park and the preservation of the Property as open space;

(m) All other uses and practices inconsistent with and significantly detrimental to the preservation of the Property as open space.

2. The following uses and practices, though not an exhaustive recital of consistent uses and practices, are consistent with the preservation of the Property as open space and are hereby expressly permitted, provided that each such use or practice is effected in a manner that is not inconsistent with the purpose of the Use Restrictions and that each such use or practice shall neither significantly impair the public's view of and over the Property nor, in general, result in significant injury to or the destruction of the open space conservation value of the Property:

(a) To plant and maintain native trees and bushes and grasses to protect, preserve and enhance the aesthetic and open space values of the Property;

(b) To hunt or trap animals and to control predatory or problem animals by the use of selective control measures and techniques;

(c) To remove such trees and other flora as are reasonably determined to be hazardous to the uses and practices herein reserved;

(d) To build, maintain and repair observation blinds and towers, trails, cattle guards or other fencing reasonably appropriate for wildlife and agricultural protection purposes, for the protection of natural and planted vegetation, observation blinds and towers, trails, cattle guards or other fencing as may reasonably be required to preserve the Property in its present condition;

(e) To engage in grazing and other agricultural activities;

(f) To use the Property for educational and recreational purposes consistent with the preservation of the Property as Open Space;

(g) To use the Property for commercial or noncommercial photography consistent with the preservation of the Property as open space;

(h) To construct, use and maintain natural and man-made ponds, including ponds used for the storage of treated effluent to the extent authorized or required by applicable governmental entities;

(i) To construct and maintain utility lines running through the Property, and the incidental use of vehicles required to maintain the Property and such utility lines;

(j) To install signs relating to the use or limitations on use applicable to the Property, directional and regulatory signs relating to the Property and signs of an informational or educational nature relating to the Property and the preservation of the Property as open space; and

(k) To use a portion of the Property as a public cemetery.

(l) To construct public roads, including the connector road from the Landmark Roundabout to Olympic Parkway.

(m) To construct athlete support services for the Utah Olympic Park on no more than three (3) acres contiguous to the Kimball Junction Parcel and adjacent to the UOP property.

3. With the agreement and understanding that, in the event the Use Restrictions shall, in any respect, as reasonably determined by the owner of the Benefited Property, fail to be performed or complied with, the owner of the Benefited Property may not have an adequate remedy at law for the breach or threatened breach thereof, the owner of the Benefited Property may (a) take or cause to be taken such actions as may be necessary or appropriate to satisfy any such covenants, agreements, conditions, and/or obligations, and/or (b) file a suit in equity to enjoin the breach or threatened breach of the Use Restrictions, as the case may be, and/or for specific performance thereof.

4. This Declaration shall continue in full force for a period of 100 years from the Effective Date (the "Term"). Within the last year of the Term, the owner of the Benefited Property shall review the Use Restrictions and, in such owner's sole discretion, determine whether and for how long the Use Restrictions, in whole or in part, shall remain in effect. Unless the owner of the Benefited Property determines otherwise, as evidenced by an instrument recorded in the official real estate records of Summit County, Utah within the last year of the Term, then the Term shall extend for another 100 years.

5. This Declaration may be amended only by duly recording an instrument executed and acknowledged by the owner of the Benefited Property and the owner(s) of the Property.

6. All restrictions, rights, conditions and covenants in this Declaration shall run with and bind the Property as covenants running with the land and shall inure with and burden the Property and shall be binding on the Property and any persons having or acquiring any interest in the Property, for the benefit of the Property and other persons having or acquiring any interest in the Property. Further, this Declaration and the restrictions created hereby shall inure to and be binding upon all occupants, tenants, licensees and invitees of the Property, and upon any person acquiring the Property, or any part thereof or any interest therein, whether voluntarily, involuntarily, by operation of law or otherwise. The owner(s) of the Property, including, without limitation, any owner or lien holder, who acquires any interest in the Property, by foreclosure, trustee's sale or otherwise, shall be liable for all obligations arising under this Declaration with respect to the Property after the date of sale and conveyance of title.

7. In the event of any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

8. Failure to enforce any provision of this Declaration does not waive the right to enforce that provision, or any other provision of this Declaration.

9. All notices given pursuant to this Declaration shall be in writing and shall be given by personal service (receipted), by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested.

10. The provisions of this Declaration are independent and severable. A determination of invalidity or partial invalidity or unenforceability of any one provision of this Declaration by a court of competent jurisdiction does not affect the validity or enforceability of any other provisions of this Declaration.

11. The Use Restrictions specified herein shall be subject to no prior liens, restrictions or encumbrances, except general real property taxes and assessments not yet due and payable. In the event that any liens or encumbrances shall hereafter accrue against the Property, the lien or indebtedness evidenced by any such liens shall be subordinate to the Use Restrictions specified herein.

IN WITNESS WHEREOF, the undersigned have caused this Declaration and Notice to be executed as of the date first written above.

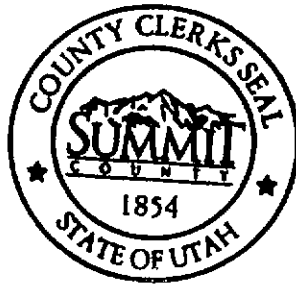
IN WITNESS WHEREOF, the parties have executed this Notice this 5th day of November, 2008.

COUNTY

SUMMIT COUNTY, a body corporate and politic
of the State of Utah

By: THE BOARD OF COUNTY
COMMISSIONERS

By: Kenneth E. Woolstenhulme
Ken Woolstenhulme
Chairman



EXECUTED: 5 November, 2008.

ATTEST:

Kent Jones
County Clerk

APPROVED AS TO FORM:

David L. Thomas
David L. Thomas
Chief Civil Deputy Summit County Attorney

CITY

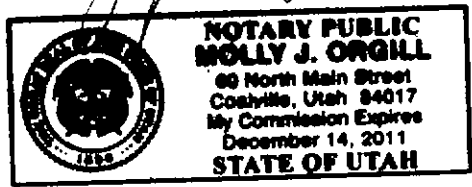
[INSERT SIGNATURE BLOCK FOR CITY]

[acknowledgments on following pages]

STATE OF UTAH)
)
:SS
COUNTY OF Summit)

On this 5 day of November, 2008, personally appeared before me Ken Woolstenhulme, known or satisfactorily proved to me to be the chair of SUMMIT COUNTY, who acknowledged to me that he signed the foregoing instrument in that capacity.

Molly J. Orgill
Notary Public for Utah



STATE OF UTAH)
)
:SS
COUNTY OF _____)

On this ___ day of _____, 20___, personally appeared before me _____, known or satisfactorily proved to me to be the _____ of PARK CITY MUNICIPAL CORPORATION, who acknowledged to me that he signed the foregoing instrument in that capacity.

Notary Public for Utah

SUMMIT COUNTY/PARK CITY PARCEL

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLYMPIC PARK ROAD SAID POINT BEING SOUTH 00°01'25" EAST ALONG THE SECTION LINE 1957.97 FEET AND EAST 575.59 FEET FROM A FOUND BRASS CAP MONUMENT MARKING THE NORTHEAST CORNER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID WESTERLY AND NORTHERLY RIGHT OF WAY LINE THE FOLLOWING (6) COURSES: (1) NORTH 00°08'36" EAST 106.00 FEET, (2) NORTH 45°11'17" EAST 42.39 FEET, (3) SOUTH 89°46'02" EAST 80.00 FEET, (4) SOUTH 44°48'43" EAST 42.46 FEET, (5) SOUTH 89°44'53" EAST 497.12 FEET, (6) NORTH 45°13'13" EAST 20.98 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 248 (SR-224 PROJECT NO. 060(2)); THENCE SOUTH 00°30'50" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE 2133.20 FEET TO AN OLD WIRE FENCE; THENCE ALONG SAID FENCE MARKING THE NORTH AND WEST LINE OF A RIGHT OF WAY FOR THE CANYON RIM STAKE PROPERTY THE FOLLOWING THREE (3) COURSES: (1) NORTH 89°20'35" WEST 1207.99 FEET, (2) SOUTH 89°58'35" WEST 72.08 FEET, (3) SOUTH 01°03'57" EAST 774.21 FEET TO THE NORTHEAST CORNER OF THE UTAH POWER & LIGHT COMPANY PROPERTY RECORDED AS ENTRY NO. 126105, BOOK M64, PAGE 461 IN THE SUMMIT COUNTY RECORDERS OFFICE); THENCE ALONG THE BOUNDARY OF SAID PROPERTY THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°29'26" WEST 200.00 FEET, (2) SOUTH 01°03'57" EAST 200.00 FEET TO THE NORTH LINE OF PROPERTY CONVEYED TO THE CANYON RIM STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS RECORDED AS ENTRY NO. 116238, BOOK M39, PAGE 246 OF OFFICIAL RECORDS; THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) NORTH 89°29'26" WEST 534.54 FEET, (2) SOUTH 01°28'48" WEST 404.12 FEET ALONG A FENCE TO THE SOUTH SECTION LINE OF SAID SECTION 24; THENCE NORTH 89°47'53" WEST ALONG SAID SECTION LINE 850.52 FEET TO THE SOUTHEAST CORNER OF A DEED RECORDED AS ENTRY NO. 512203, BOOK 1163 PAGE 372 OF OFFICIAL RECORDS; THENCE NORTH 00°02'24" EAST 100.00 FEET ALONG THE EAST LINE OF SAID DEED; THENCE NORTH 89°47'53" WEST 1306.80 FEET ALONG THE NORTH LINE OF SAID DEED; THENCE SOUTH 00°02'24" WEST 100.00 FEET ALONG THE WEST LINE OF SAID DEED TO SAID SOUTH SECTION LINE; THENCE NORTH 89°47'53" WEST ALONG SAID SECTION LINE 913.89 FEET; THENCE NORTH 12°41'00" EAST 1152.57 FEET; THENCE NORTH 36°25'13" EAST 613.04 FEET; THENCE NORTH 00°18'16" WEST 1469.81 FEET; THENCE NORTH 29°58'39" EAST 2003.20 FEET; THENCE SOUTH 60°01'21" EAST 148.57 FEET; THENCE SOUTH 29°36'00" WEST 56.16 FEET; THENCE SOUTH 30°00'00" WEST 374.54 FEET; THENCE SOUTH 48°17'46" EAST 190.47 FEET; THENCE SOUTH 80°54'09" EAST 242.51 FEET; THENCE SOUTH 30°15'24" EAST 1013.17 FEET; THENCE SOUTH 28°37'26" EAST 11.22 FEET; THENCE NORTH 70°10'43" EAST 637.34 FEET; THENCE NORTH 78°30'42" EAST 53.09 FEET; THENCE NORTH 86°54'09" EAST 232.89 FEET; THENCE SOUTH 86°19'15" EAST 220.66 FEET; THENCE SOUTH 82°37'29" EAST 233.26 FEET; THENCE SOUTH 69°36'38" EAST 454.93 FEET; THENCE EAST 261.39 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

A PARCEL OF LAND IN FEE FOR AN ACCESS ROAD KNOWN AS PROJECT NO. STP-2589 (1)0, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN SECTION 19, TOWNSHIP 1 SOUTH, RANGE 4 EAST AND SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE SAID CONNECTION ROAD AT A POINT 20.656 METERS NORTHERLY MEASURED AT RIGHT ANGLES FROM CENTERLINE STATION 5+210.064, SAID POINT BEING NORTH 1064.879 METERS AND EAST 373.855 METERS FROM THE SOUTHEAST CORNER OF SECTION 24; THENCE SOUTH 00°30'50" WEST, A DISTANCE OF 41.365 METERS; THENCE NORTH 45°14'49" WEST, A DISTANCE OF 6.315 METERS; THENCE NORTH 89°43'08" WEST, A DISTANCE OF

151.315 METERS; THENCE SOUTH 45°11'17" WEST, A DISTANCE OF 12.922 METERS; THENCE SOUTH 00°08'36" WEST, A DISTANCE OF 215.141 METERS; THENCE SOUTHWESTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.192 METERS, THROUGH A CENTRAL ANGLE OF 74°08'25", A DISTANCE 132.236, METERS (CHORD BEARS SOUTH 37°04'12" WEST 123.201 METERS); THENCE SOUTH 74°08'25" WEST, A DISTANCE 261.062 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 337.808 METERS, THROUGH A CENTRAL ANGLE OF 100°09'42", A DISTANCE OF 178.647 METERS (CHORD BEARS SOUTH 59°33'51" WEST, 156.752 METERS); THENCE NORTH 70°21'18" WEST, A DISTANCE OF 103.275 METERS; THENCE NORTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 212.192 METERS, THROUGH A CENTRAL ANGLE OF 11°33'48", A DISTANCE OF 42.824 METERS (CHORD BEARS NORTH 64°34'24" WEST, 42.752 METERS); THENCE NORTH 58°47'30" WEST, A DISTANCE OF 214.942 METERS; THENCE NORTHWESTERLY AND NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 48.768 METERS, THROUGH A CENTRAL ANGLE OF 126°17'13", A DISTANCE OF 107.491 METERS (CHORD BEARS NORTH 04°21'06" EAST, 87.016 METERS); THENCE NORTH 67°29'43" EAST, A DISTANCE OF 37.784 METERS; THENCE NORTHEASTERLY AND NORTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 30.480 METERS, THROUGH A CENTRAL ANGLE 157°21'22", A DISTANCE OF 83.708 METERS (CHORD BEARS 11°10'52" WEST, 59.774 METERS); THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 24.384 METERS, THROUGH A CENTRAL ANGLE OF 33°09'38", A DISTANCE OF 14.113 METERS (CHORD BEARS SOUTH 73°33'43" WEST, 13.916 METERS); THENCE SOUTH 56°58'54" WEST, A DISTANCE OF 73.638 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 77.808 METERS, THROUGH A CENTRAL ANGLE OF 34°00'36", A DISTANCE OF 46.276 METERS (CHORD BEARS SOUTH 39°56'36" WEST, 45.597 METERS); THENCE SOUTH 22°54'18" WEST, A DISTANCE OF 65.9177 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE LEFT, HAVING RADIUS OF 77.808 METERS, THROUGH A CENTRAL ANGLE OF 22°33'30", A DISTANCE OF 30.634 METERS (CHORD BEARS SOUTH 11°37'33" WEST, 30.437 METERS); THENCE SOUTH 00°20'48" WEST, A DISTANCE OF 66.450 METERS; THENCE SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.192 METERS, THROUGH A CENTRAL ANGLE OF 40°02'35", A DISTANCE OF 71.420 METERS (CHORD BEARS SOUTH 20°22'06" WEST, 69.976 METERS); THENCE SOUTH 40°23'23" WEST, A DISTANCE OF 43.689 METERS; THENCE SOUTHWESTERLY, ON CURVE TO THE LEFT, HAVING A RADIUS OF 292.602 METERS, THROUGH A CENTRAL ANGLE OF 08°00'51", A DISTANCE OF 40.928 METERS (CHORD BEARS SOUTH 36°22'58" WEST, 40.895 METERS); THENCE SOUTH 32°22'32" WEST, A DISTANCE OF 11.594 METERS; THENCE NORTH 89°47'54" WEST, A DISTANCE OF 68.926 METERS; THENCE NORTH 60°49'56" EAST, A DISTANCE OF 68.134 METERS; THENCE NORTH 40°23'22" EAST, A DISTANCE OF 76.601 METERS; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 77.808 METERS, THROUGH A CENTRAL ANGLE OF 40°02'35", A DISTANCE OF 54.379 METERS (CHORD BEARS NORTH 20°22'06" EAST, 53.279 METERS); THENCE NORTH 00°20'48" EAST, A DISTANCE OF 66.450 METERS; THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.92 METERS, THROUGH A CENTRAL ANGLE OF 22°33'30", A DISTANCE OF 40.235 METERS (CHORD BEARS NORTH 11°37'33" EAST, 39.975 METERS); THENCE NORTH 22°54'18" EAST, A DISTANCE OF 65.918 METERS, THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 102.192 METERS, THROUGH A CENTRAL ANGLE OF 34°04'36", A DISTANCE OF 60.779 METERS (CHORD BEARS NORTH 39°56'36" EAST, 59.887 METERS); THENCE NORTH 56°58'54" EAST, A DISTANCE OF 76.638 METERS; THENCE NORTHEASTERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 48.768 METERS, THROUGH A CENTRAL ANGLE OF 33°09'38", A DISTANCE OF 28.225 METERS (CHORD BEARS NORTH 73°33'43" EAST, 27.833 METERS); THENCE SOUTHEASTERLY AND SOUTHWESTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 54.864 METERS, THROUGH A CENTRAL ANGLE 157°21'11", A DISTANCE OF 150.675 METERS (CHORD BEARS SOUTH 11°10'52" EAST, 107.592 METERS); THENCE SOUTH 67°29'43" WEST, A DISTANCE OF 37.784 METERS; THENCE SOUTHWESTERLY AND SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 24.384 METERS, THROUGH A CENTRAL ANGLE OF 126°17'13", A DISTANCE OF 53.746 METERS (CHORD BEARS SOUTH 04°21'06" WEST, 43.508 METERS);

THENCE SOUTH 58°47'30" EAST. A DISTANCE OF 214.942 METERS; THENCE SOUTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 187.808 METERS, THROUGH A CENTRAL ANGLE OF 11°33'48", A DISTANCE OF 37.903 METERS (CHORD BEARS SOUTH 64°34'24" EAST, 37.839 METERS); THENCE SOUTH 70°21'18" EAST, A DISTANCE OF 103.275 METERS, THENCE SOUTHEASTERLY AND NORTHEASTERLY, ON A CURVE TO THE LEFT, HAVING A RADIUS OF 77.805 METERS, THROUGH A CENTRAL ANGLE OF 100°09'42", A DISTANCE OF 136.020 METERS (CHORD BEARS NORTH 59°33'51" EAST, 119.350 METERS); THENCE NORTH 09°29'00" EAST, A DISTANCE OF 232.342 METERS, THENCE NORTHEASTERLY, ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 362.192 METERS, THROUGH A CENTRAL ANGLE OF 64°39'25", A DISTANCE OF 408.725 METERS (CHORD BEARS NORTH 41°48'42" EAST 387.381 METERS); THENCE NORTH 74°08'25" EAST, A DISTANCE 261.062 METERS; THENCE NORTHEASTERLY, ON A CURVE TO THE LEFT HAVING A RADIUS OF 77.808 METERS; THENCE A CENTRAL ANGLE 74°08'25", A DISTANCE OF 100.683 METERS (CHORD BEARS NORTH 37°04'12" EAST, 93.804 METERS); THENCE NORTH 00°08'36" EAST, A DISTANCE OF 32.309 METERS; THENCE NORTH 45°11'17" EAST, A DISTANCE OF 12.922 METERS; THENCE SOUTH 89°46'02" EAST, A DISTANCE OF 24.384 METERS; THENCE SOUTH 44°48'43" EAST, A DISTANCE OF 12.942 METERS; THENCE SOUTH 89°44'53" EAST, A DISTANCE OF 151.523 METERS; THENCE NORTH 45°13'13" EAST, A DISTANCE OF 6.434 METERS TO THE POINT OF BEGINNING.

CONTAINS: 14,134,647 SQ. FT. OR 324.487 ACRES

Lots 2, 3 and 5 of the Kimball Junction Subdivision,
Entry # 00861937 and Special Warranty Deed # 00861940

Parcels PP-62 & PP-81