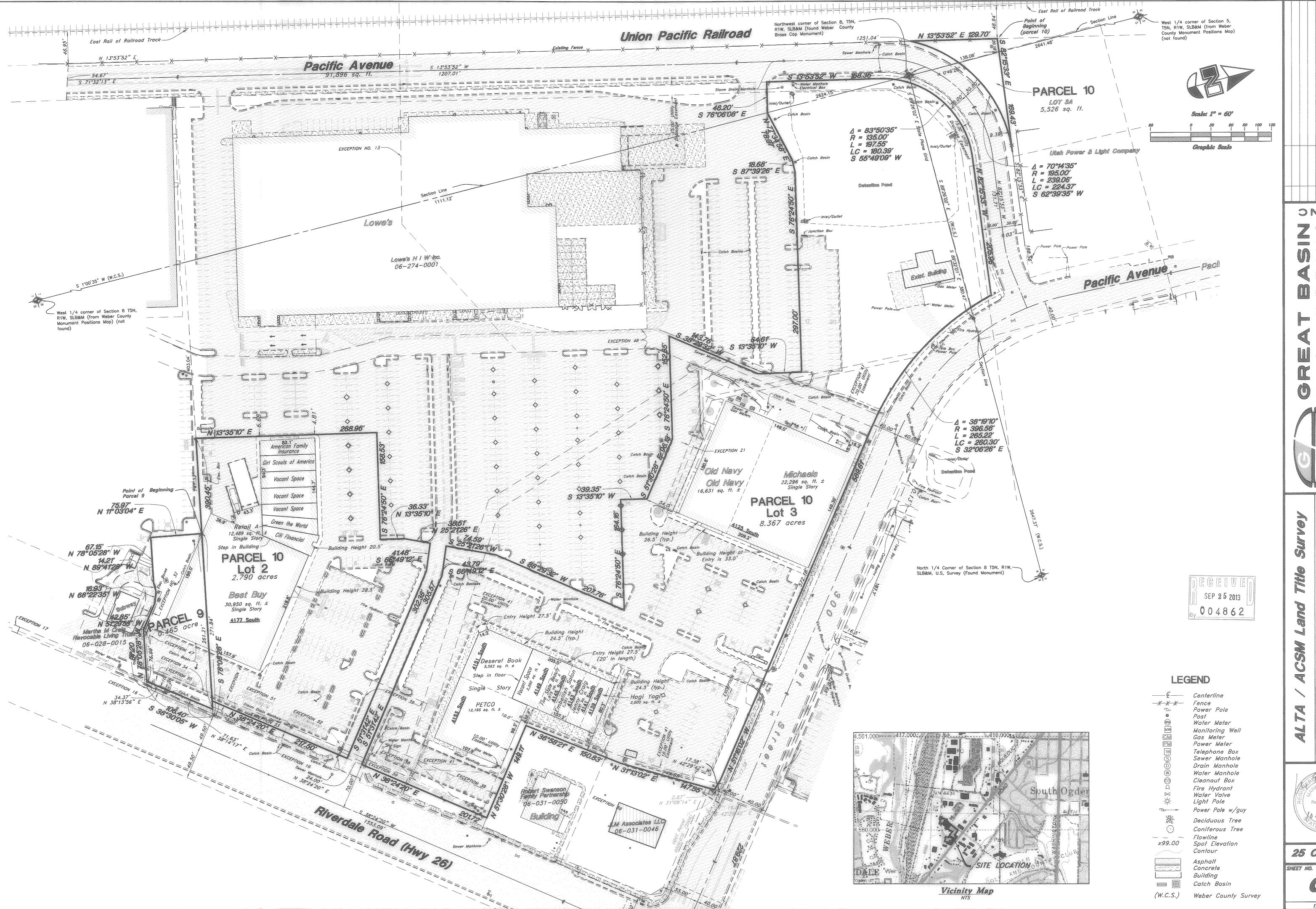


25 Oct, 20



25 Oct, 20

12N23GA

BOUNDARY DESCRIPTIONS

A part of the Northwest Quarter of Section 8 and part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point described in previous instruments of record as having been on the West line of Riverdale Road which is South 89°49'00" East 1624.49 feet and South 38°21'00" West 22.86 feet from the relocated Northwest Corner of Section 8. Township 5 North, Range 1 West, Salt Lake Base and Meridian, said relocated Northwest Corner being South 11°46'55" East 2.1 feet from a point recited in some instruments of record as being the Northwest Corner of said Section 8, said point also described in previous instruments of record as being North 38°21' East 768.86 feet from the Intersection of the Northerly line of 300 West Street and the Westerly line of Riverdale Road, and running thence North 51°39'00" West 448.00 feet; thence North 21°00'12" East 179.00 feet; thence South 83°03'20" East 572.77 feet to a point described in previous instruments of record as having been on the Westerly line of Riverdale Road; thence three (3) courses along said West line as follows: South 38°21'00" West 203.56 feet, South 26°03'34" West 58.78 feet and

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows: Beginning at a point which bears East 404.87 feet. North 534.48 feet and South 83°14'16" East 1245.78 feet from the Southwest corner of Section 5. Township 5 North, Range 1 West, Salt Lake Base and Meridian, which point is on the Southerly line of the land described as "PARCEL E (OLD PARCEL B)" in that certain Quit Claim Deed recorded January 5, 1996 as Entry No. 1381688 in Book 1786 at Page 2044 of the Official Records of the Weber County Recorder, wherein HOMART DEVELOPMENT CO., a Delaware corporation, Is Grantor, and HOMART NEWCO ONE, INC., a Delaware corporation, is Grantee; and running thence South 83°14'16" East 184.12 feet along said Southerly line; thence South 38°09'54" West 204.51 feet; thence South 51°39'00" East 64.25 feet to a point described in previous instruments of record as having been on the Westerly line of Riverdale Road; thence South 25°52'38" West 16.39 feet along said Westerly line: thence North 5ID39'00" West 148.80 feet; thence North 6°41'29" East 145.76 feet to the point of beginning.

South 38°21'00" West 208.33 feet to the point of beginning.

ALSO EXCEPTING THEREFROM FOUR TRACTS OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") IDENTIFIED AS FOLLOWS:

PARCEL 1 EXCEPTED TRACT (A) - "UDOT PARCEL NO. 0026:66", described in that certain Warranty Deed recorded February 1, 2007 as Entry No. 2239499 of the Official Records of the Weber County Recorder.

PARCEL 1 EXCEPTED TRACT (B) - "UDOT PARCEL NO. 0026:66B", described in that certain Warranty Deed recorded February 1, 2007 as Entry No. 2239500 of the Official Records of the Weber County Recorder.

PARCEL 1 EXCEPTED TRACT (C) - "UDOT PARCEL NO. 0026:086:2", described in that certain Warranty Deed recorded May 22, 2009 as Entry No. 2413491 of the Official Records of the Weber County Recorder.

PARCEL 1 EXCEPTED TRACT (D) - "UDOT PARCEL NO. 0026:086", described in that certain Warranty Deed recorded May 22, 2009 as Entry No. 2413492 of the Official Records of the Weber County Recorder.

PARCEL 2:

A part of the Northwest Quarter of Section 8 and the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Northerly line of 300 West Street, which is North 51°39' West 229.87 feet from the intersection of said Northerly line and the Westerly line of Riverdale Road, said point also being South 89°32'01" East 380.47 feet along the Section line (as newly monumented on the ground), and South 51°39' East 748.65 feet from the Northwest Corner of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 51°39' West 448.81 feet along said Northerly line of 300 West Street; thence North 38°21' East 217.00 feet; thence Northerly along the arc of a 46.56 foot radius curve to the left 37.78 feet (Long Chord bears North 15°06'10" East 36.75 feet); thence North 8°08'39" West 122.69 feet; thence Northerly along the arc of a 46.56 foot radius curve to the right 37.78 feet (Long Chord bears North 15°06'10" East 36.75 feet); thence North 38°21' East 2.0 feet; thence South 51°39'00" East 348.68 feet; thence South 38°21'00" West 34.00 feet; thence South 51°39'00" East 178.00 feet; thence North 38°21'00" East 34.00 feet; thence South 51°39'00" East 270.00 feet to a point described in previous instruments of record as having been on the Westerly line of Riverdale Road; thence South 38°21'00" West 121.02 feet along said line: thence North 51°39'00" West 234.66 feet; thence South 30°50'04" West 166.61 feet: thence North 51°39'00" West 17.00 feet; thence South 38°21'00" West 84.80 feet to the point of beginning.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

A part of the Northwest Quarter of Section 8 and part of the Southwest Quarter of Section 5. Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point described in previous instruments of record as being on the Northerly line of 300 West Street, which is North 51°39' West 258.00 feet from the intersection of said Northerly line and the Westerly line of Riverdale Road, said point given in previous instruments of record as South 89°49' East 400.47 feet and South 3°11'41" West 15.29 feet and South 51°39' East 695.56 feet from the Northwest corner of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, (said point measures 380.47 feet South 89°32'01" East and 720.52 feet South 51°39' East from said Northwest corner of Section 8); and running thence North 51°39' West 420.68 feet along said Northerly line of 300 West Street; thence North 38°21' East 217.00 feet; thence Northerly along the arc of a 46.56 foot radius curve to the left 37.78 feet (Long Chord bears North 15°06'11" East 36.75 feet); thence North 8°08'39" West 111.71 feet; thence South 51"50'11" East 153.60 feet; thence South 38°07'35" West 106.83 feet; thence South 51°39'00" East 172.20 feet; thence North 38°21'00" East 83.65 feet; thence South 51°39'00" Fast 178.00 feet; thence South 38°21'00" West 55.02 feet; thence South 51°39'00" East 12.00 feet; thence South 38°21'00" West 249.98 feet to the point of beginning.

ALSO EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") IDENTIFIED AS "UDOT PARCEL NO. 0026:91", described in that certain Warranty Deed recorded February 1, 2007 as Entry No. 2239501 of the Official Records of the Weber County Recorder.

PARCEL 3:

The leasehold estate and interest which arise pursuant to that certain Lease dated December 22, 1977, wherein THE DIAMOND INVESTMENT COMPANY, a Utah corporation, is "Landlord", and RIVERDALE ASSOCIATES, a Utah limited partnership, is "Tenant", recorded December 30. 1977 as Entry No. 723619 in Book 1217 at Page 811, and re-recorded January 23, 1978 as Entry No. 725920 in Book 1221 at Page 549 of the Official Records of the Weber County Recorder, as amended by that certain Lease Amendment dated November 6, 1995, by and between THE DIAMOND INVESTMENT COMPANY and RIVERDALE SHOPPING CENTER ASSOCIATES. LTD., Ithe Tenant's interest in and to said Lease having been conveyed to RIVERDALE SHOPPING CENTER ASSOCIATES, LTD., a Utah limited partnership, by an Assignment Of Ground Lease And Conveyance Of Improvements recorded October 4, 1995 as Entry No. 1367200 in Book 1774 at Page 2705 of the Official Records of the Weber County Recorder; the interest of RIVERDALE SHOPPING CENTER ASSOCIATES, LTD., was conveyed to RIVERDALE CENTER, L.C., a Utah limited liability company, by a Special Warranty Deed recorded November 11, 1996 as Entry No. 1439392 in Book 1834 at Page 603 of the Official Records of the Weber County Recorder, and was further assigned to RIVERDALE CENTER, L.C., a Utah limited liability company, by an Assignment Of Lease recorded May 2, 2000 as Entry No. 1703452 in Book 2070 at Page 1065, of the Official Records of the Weber County Recorder; the interest of RIVERDALE CENTER, L.C., was conveyed to RIVERDALE CENTER II, L.C., by a Special Warranty Deed recorded November 7, 2002 as Entry No. 1888084 in Book 2283 at Page 2070, of the Official Records of the Weber County Recorder], in and to the following described parcel of land, to-wit:

A part of the Northwest 1/4 of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point described in various instruments of record as having been on the West line of Riverdale Road which is South 89°49' East 1624.49 feet and South 38°21' West 518.88 feet from the relocated Northwest corner of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said relocated Northwest corner being South 11°46'55" East 2.1 feet from a point recited in some instruments of record as being the Northwest corner of said Section 8, (which point is also the Southerly most point of "Parcel A" described in that certain "Declaration of Restrictions and Reciprocal Fasements" dated as of November 16, 1976, executed by various Signatories including Riverdale Associates, a Utah Limited Partnership, affecting said Parcel A" and certain other Parcels situated in the vicinity of said "Parcel A", and recorded in the office of the County Recorder of Weber County, Utah, on December 10, 1976 as Entry No. 683163 in Book 1154 at Page 154), said point also being given in various instruments of record as 250.00 feet North 38°21' East from the intersection of the Northerly line of 300 West Street and the Westerly line of Riverdale Road, and running thence North 51°39' West 234.66 feet along the Southwesterly boundary of said "Parcel A" to the Easterly most point of "Parcel B" described in the above-referenced "Declaration of Restrictions and Reciprocal Easements"; thence along the Southeasterly boundary of said "Parcel B" South 30°50'04" West 126.075 feet; thence South 51°39' East 218.17 feet to a point described in various instruments of record as the West line of Riverdale Road; thence along said West line of Riverdale Road North 38*21' East 125 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") IDENTIFIED AS "UDOT PARCEL NO. 0026:078". described in that certain Warranty Deed recorded April 23, 2009 as Entry No. 2406691 of the Official Records of the Weber County Recorder.

The nonexclusive rights of way and easements for vehicular and pedestrian ingress and egress, vehicular parking, and utilities, appurtenant to PARCELS 1, 2 and 8 described herein. as created, defined and described in that certain Declaration Of Easements, Covenants And Restrictions [Riverdale Shopping Center] recorded October 4, 1995 as Entry No. 1367204, in Book 1774 at Page 2751, of the Official Records of the Weber County Recorder, as amended and/or otherwise affected by that certain First Amended And Restated First Amendment To Declaration Of Easements, Covenants And Restrictions [Riverdale Shopping Center] recorded March 8, 2002 as Entry No. 1832697, in Book 2215 at Page 2128, of the Official Records of the Weber County Recorder, and by that certain Second Amendment To Declaration Of Easements, Covenants And Restrictions [Riverdale Shopping Center] recorded September 14, 2010 as Entry No. 2491461 of the Official Records of the Weber County Recorder.

EXCEPTING THEREFROM ANY PORTION WITHIN THE BOUNDS OF RIVERDALE ROAD AS IT PRESENTLY EXISTS. INCLUDING THE PORTIONS CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN (i) Warranty Deed recorded February I, 2007 as Entry No. 2239499 of the Official Records of the Weber County Recorder, (ii) Warranty Deed recorded February 1, 2007 as Entry No. 2239500 of the Official Records of the Weber County Recorder, (iii) Warranty Deed recorded February I, 2007 as Entry No. 2239501 of the Official Records of the Weber County Recorder, (iv) Warranty Deed recorded March 30, 2009 as Entry No. 2400797 of the Official Records of the Weber County Recorder, (v) Warranty Deed recorded April 30, 2009 as Entry No. 2408387 of the Official Records of the Weber County Recorder, (vi) Warranty Deed recorded May 22, 2009 as Entry No. 2413491 of the Official Records of the Weber County Recorder, and (vii) Warranty Deed recorded May 22, 2009 as Entry No. 2413492 of the Official Records of the Weber County Recorder.

PARCEL 5:

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which bears East 404.87 feet, North 534.48 feet and South 83°14'16" East 576.59 feet from the Southwest corner of Section 5. Township 5 North. Range 1 West, Salt Lake Base and Meridian, and running thence South 83°14'16" East 588.20 feet; thence North 55° East 353.54 feet; thence Southeasterly along the arc of a 195 foot radius curve to the right a distance of 37.03 feet (long chord bears South 15°26'23" East 36.97 feet); thence South 10° East 28.13 feet; thence Southeasterly along the arc of a 165 foot radius curve to the left a distance of 110.21 feet (long chord bears South 29°08'05" East 108.17 feet); thence South 38°14'54" West 20.31 feet; thence South 51°45'06" East 30 feet to a paint described in previous instruments of record as the West line of Riverdale Road; thence along said West line, North 38°14'54" East 51.00 feet; thence North 51°45'06" West 20.04 feet; thence Northwesterly along the arc of a 134 foot radius curve to the right a distance of 97.65 feet (long chord bears North 30°52'33" West 95.5 feet); thence North 10° West 28.13 feet; thence Northwesterly along the arc of a 226 foot radius curve to the left a distance of 290.73 feet (long chord bears North 46°51'09" West 271.09 feet); thence North 83°42'18" West 1232.59 feet to the East line of Pacific Avenue; thence along said East line South 3°28'21" West 50.05 feet; thence South 83°42'18" East 30.00 feet: thence North 3°28'21" East 20 feet: thence South 83°42'18" East 523.57 feet; thence South 6°45'44" West 335.51 feet to the point of

EXCEPTING THEREFROM A TRACT OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") IDENTIFIED AS "UDOT PARCEL NO. 0026:094", described in that certain Warranty Deed recorded May 22, 2009 as Entry No. 2413493 of the Official Records of the Weber County Recorder, and that certain Corrective Warranty Deed recorded June 5, 2009 as Entry No. 2416278 of the Official Records of the Weber County Recorder.

PARCEL 6:

The nonexclusive easements for ingress and egress, vehicular parking, and Utility Lines, appurtenant to PARCEL 5 described herein, as created, defined and desribed in that certain Amended And Restated Joint Easement Agreement recorded June 28, 1995 as Entry No. 1351627, in Book 1761 at Page 2796, of the Official Records of the Weber County Recorder.

PARCEL 7: The non-exclusive right-of-way and easement for pedestrian and vehicular ingress and earess and temporary parking, appurtenant to a portion of PARCEL 1 described herein, and to a portion of PARCEL 5 described herein, as created, defined and described in that certain Amended And Restated Declaration Of Easements, .Covenants And Restrictions recorded December 20, 1996 as Entry No. 1446398, in Book 1840 at Page 973, of the Official Records of the Weber County Recorder.

EXCEPTING THEREFROM ANY PORTION WITHIN THE BOUNDS OF RIVERDALE ROAD AS IT PRESENTLY EXISTS, INCLUDING THE PORTIONS CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN (i) Warranty Deed recorded May 22, 2009 as Entry No. 2413492 of the Official Records of the Weber County Recorder, (ii) Warranty Deed recorded May 22, 2009 as Entry No. 2413493 of the Official Records of the Weber County Recorder, and (iii) Corrective Warranty Deed recorded June 5, 2009 as Entry No. 2416278 of the Official Records.

BOUNDARY DESCRIPTIONS CONTINUED

PARCEL 8:

Part of the Northwest Quarter of Section 8 and part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point described in previous instruments of record as being on the North line of 300 West Street, which is North 51°39' West 258.00 feet from the intersection of said Northerly line and the Westerly line of Riverdale Road, said point given in previous instruments of record as South 89°49' East 400.47 feet and South 3°11'41" West 15.29 feet and South 51°39' East 695.56 feet from the Northwest corner of Section 8. Township 5 North, Range 1 West, Salt Lake Base and Meridian, (said point measures 380.47 feet South 89°32'01" East 720.52 feet South 51°39' East from said Northwest corner of Section 8) and running thence North 51°39' West 420.68 feet glong said Northerly line of 300 West Street, thence North 38°21' East 217.00 feet, thence Northerly along the arc of a 46.56 foot radius curve to the left 37.78 feet (long chord bears North 15°06'11" East 36.75 feet): thence North 8°08'39" West 111.71 feet, thence South 51°50'11" East 153.60 feet: thence South 38°07'35" West 106.83 feet, thence South 51°39'00" East 172.20 feet; thence North 38°21'00" East 83.65 feet, thence South 51°39'00" East 178.00 feet; thence South 38°21'00" West 55.02 feet; thence South 51°39'00" East 12.00 feet; thence South 38°21'00" West 249.98 feet to the point of beginning.

Lake Base and Meridian, U.S. Survey:

Beginning at a point 1111.12 feet South 1°00'35" West, Utah State Plane Grid Bearing along the Section line, 72.91 feet South 78°05'28" East and 330.13 feet South 78°05'28" East from the Northwest corner of said Northwest Quarter, and running thence South 78°05'28" East 271.84 feet to a point described in previous instruments of record as the Westerly line of Riverdale Road (State Highway 26); thence South 38°24'20" West 106.31 feet along said line; thence North 78°05'28" West 87.20 feet: thence North 51°29'55" West 42.85 feet; thence North 68°22'35" West 16.93 feet: thence North 89°41'28" West 14.21 feet; thence North 78°05'28" West 67.15 feet; thence North 11°03'04" East 75.97 feet to the point of beginning.

A part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt

EXCEPTING THEREFROM TWO TRACTS OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") IDENTIFIED AS FOLLOWS:

PARCEL 9 EXCEPTED TRACT (A) - "UDOT PARCEL NO. 0026:55", described in that certain Warranty Deed recorded February 1, 2007 as Entry No. 2239498 of the Official Records of the Weber County Recorder.

PARCEL 9 EXCEPTED TRACT (B) - "UDOT PARCEL NO. 0026:068", described in that certain Warrantv Deed recorded May 22, 2009 as Entry No. 2413477 of the Official Records of the Weber County Recorder, and in that certain Corrective Deed recorded June 5, 2009 as Entry No. 2416280 of the Official Records of the Weber County Recorder.

Lots 2, 3 and 3A, RIVERDALE CENTER II SUBDIVISION, according to the official plat thereof, filed in Book "52" of Plats at Page 52 of the Official Records of the Weber County Recorder.

EXCEPTING FROM SAID LOT 3, RIVERDALE CENTER II SUBDIVISION, A TRACT OF LAND CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION ("UDOT") IDENTIFIED AS "UDOT PARCEL NO. 0026:070", described in that certain Warranty Deed recorded May 22, 2009 as Entry No. 2413486 of the Official Records of the Weber County Recorder, and in that certain Corrective Warranty Deed recorded June 5, 2009 as Entry No. 2416279 of the Official Records of the Weber County Recorder.

PARCEL 11:

The nonexclusive easement and right of way for vehicular and pedestrian ingress and earess. appurtenant to PARCEL 10 described herein, as created, defined and described in that certain Reciprocal Easement Agreement recorded December 28, 1999 as Entry No. 1681479, in Book 2050 at Page 2304, of the Official Records of the Weber County Recorder, as said Agreement shall have heretofore been amended and/or otherwise affected by that certain Partial Termination Of Reciprocal Easement Agreement recorded February 1, 2007 as Entry No. 2239475 of the Official Records, and by that certain Partial Termination Of Reciprocal Easement Agreement recorded February 1, 2007 as Entry No. 2239476 of the Official Records.

EXCEPTING THEREFROM THE PORTIONS CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN (i) Warranty Deed recorded May 14. 2009 as Entry No. 2411572 of the Official Records of the Weber County Recorder, and (ii) Warranty Deed recorded May 27, 2010 as Entry No. 2474629 of the Official Records of the Weber County Recorder.

PARCEL 12:

The nonexclusive vehicular, pedestrian, parking, utility, construction, and exterior light easements, appurtenant to PARCELS 9 and 10 described herein, as created, defined and described in that certain Declaration Of Covenants, Conditions And Restrictions recorded December 28, 1999 as Entry No. 1681482, in Book 2050 at Page 2341, of the Official Records of the Weber County Recorder, as amended by that certain First Amendment To Declaration Of Covenants, Conditions And Restrictions recorded October 9, 2002 as Entry No. 1880895, in Book 2272 at Page 1089, of the Official Records of the Weber County Recorder. and by that certain Second Amendment To Declaration Of Covenants, Conditions And Restrictions, recorded February 1, 2007 as Entry No. 2239477 of the Official Records of the Weber County Recorder, upon, over and across Lot 1, RIVERDALE CENTER II SUBDIVISION. according to the official plat thereof on file in the records of the Weber County Recorder, as provided for in said Declaration as heretofore amended.

PARCEL 13:

The non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress, appurtenant to PARCEL 9 and PARCEL 10-Lot 2 described herein, as created, defined and described pursuant to the provisions of that certain Declaration Of Easements, Covenants And Conditions recorded February 1, 2007, as Entry No. 2239510, of the Official Records of the Weber County Recorder.

EXCEPTING THEREFROM ANY PORTION WITHIN THE BOUNDS OF RIVERDALE ROAD AS IT PRESENTLY EXISTS. INCLUDING THE PORTIONS CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN (i) Warranty Deed recorded May 22, 2009 as Entry No. 2413470 of the Official Records of the Weber County Recorder, (ii) Warranty Deed recorded May 22, 2009 as Entry No. 2413471 of the Official Records of the Weber County Recorder, and (iii) Warranty Deed recorded June 17, 2009 as Entry No. 2418634 of the Official Records of the Weber County Recorder.

PARCEL 14:

The non-exclusive rights-of-way and easements for pedestrian and vehicular ingress and egress, and for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities, appurtenant to the portion of PARCEL 10 described herein within Lot 3, RIVERDALE CENTER II SUBDIVISION, as created, defined and described pursuant to the provisions of that certain Declaration Of Easements. Covenants And Restrictions recorded February 1, 2007, as Entry No. 2239512, of the Official Records of the Weber County Recorder.

EXCEPTING THEREFROM ANY PORTION WITHIN THE BOUNDS OF RIVERDALE ROAD AS IT PRESENTLY EXISTS, INCLUDING THE PORTIONS CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION IN (i) Warranty Deed recorded May 22, 2009 as Entry No. 2413470 of the Official Records of the Weber County Recorder, and (ii) Warranty Deed recorded May 22, 2009 as Entry No. 2413471 of the Official Records of the Weber County Recorder.

SURVEYORS CERTIFICATE:

To Western Capital Realty Advisors, The Boyer Company, Landmark Title Company and Stewart Title Guaranty Company, Bank of America, N.A., its successors and/or assigns.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items of Table A 2, 3, 4, 6(b), 7(a), 7(b1), 7(c), 8, 9, 10, 11(a), 13, 14, 16, 17, 18, thereof.

The field work was completed on October 12, 2012.

Date of Plat or Map: October 26, 2012; 10-12

NARRATIVE

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ONIM

This ALTA Survey was performed at the request of Ms. Tara Jewkes of Western Capital Realty Advisors for the purpose of defining the overall property boundaries.

The North Quarter Monument and the Witness Monument for the Northwest corner of Section 8, T5N, R1W, SLB&M were found. A line bearing S 89°26'02" E between these monuments was used as the Basis of Bearing for this survey.

The following document was relied upon in conduction this

An ALTA survey by GREAT BASIN ENGINEERING recorded as 003168 in the Weber County Recorders Office. Monuments were not set at this time.

FLOOD ZONE MAP

Properties are located in Zones AE, X - inside the 0.2% annual chance floodplain, and X - Outside the 0.2% annual chance floodplain according to Flood Insurance Rate Map (FIRM) for Riverdale City: Community Panel 49057C0428E with the effective date of December 16, 2005.

ZONING

This Property is located in Zone C-3 SETBACKS

> Front Yard = 20' on streets of less than 80' in width. 50' on streets and highways of 80' or more in width.

Side Yard (facina Street on corner lot) = 20' Side Yard (interior) = None - except 10' adjacent to a residential Zone.

Rear Yard = None - Except 10' where building rears on residential Zone.

BUILDING HEIGHT

Minimum = 1 Story Maximum = none

Maximum lot coverage = none

PARKING REQUIREMENTS

Retail Store = one space per 200 sayare feet of sales floor space in the building.

Retail Store with Drive-in Window = one space per 200 square feet of sales floor space in the

building plus storage capacity of four cars per window on the property

PARKING SUMMARY

PARCEL 1 - 10 ADA Stalls - 140 Total Stalls PARCEL 2 - 6 ADA Stalls - 73 Total Stalls PARCEL 3 - 1 ADA Stall - 58 Total Stalls PARCEL 5 - 7 ADA Stalls - 345 Total Stalls PARCEL 8 - 3 ADA Stalls - 181 Total Stalls PARCEL 9 - O ADA Stalls - 23 Total Stalls PARCEL 10

LOT 3- 8 ADA Stalls - 343 Total Stalls

LOT 2- 4 ADA Stalls - 160 Total Stalls

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EXCEPTIONS TO COVERAGE

EXCEPTION NO. 9:

Said property lies within the boundaries of Weber County, Weber County School District, Weber Basin Water District Conservancy District, Central Weber Sewer District, Weber County Mosquito Abatement District, Riverdale City, Weber/Morgan Health Department Special Service District, and Weber Area Dispatch 911 And Emergency Services District. and is subject to any and all charges and assessments thereof. Company insures there are no charges and assessments currently due and payable.

EXCEPTION NO. 10:

As disclosed by that certain instrument entitled "Notice Of Adoption Of Redevelopment Project Area Plan Entitled '550 West Redevelopment Project Area Plan' dated February 15, 2005 Previously recorded on April 2005/Legal Amendments have since been made", recorded July 20, 2005 as Entry No. 2116997 of the Official Records, portions of said property lie within the boundaries of the 550 West Redevelopment Project Area, and are subject to all provisions, requirements, charges and assessments of said 550 West Redevelopment Project Area Plan. [No charges and assessments are due and payable at Date of Policy.]

EXCEPTION NO. 11: (BLANKET EASEMENT)

A right of way and/or easement to erect, operate and maintain electric power transmission and telephone circuits and appurtenances, attached to a single line of poles or other supports and necessary fixtures, together with other recited terms and conditions, as created in favor of UTAH POWER AND LIGHT COMPANY, by instrument recorded May 24, 1913, in Book H of Liens and Leases, at Page 410 of the Official Records, through and across said property as provided for in said instrument, as amended and/or otherwise affected by that certain instrument entitled "Partial Release" Of Easement", recorded January 1, 2008 as Entry No. 2318824 of the Official Records.

EXCEPTION NO. 12: (DESCRIPTION IN DOCUMENT PLOTTED)

A right of way and/or easement to construct, operate and maintain lines of Telephone and Telegraph, including the necessary poles, wires and fixtures, together with other recited terms and conditions, as created in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH CO., by instrument recorded November 15, 1918, in Book N, at Page 183 of the Official Records, through and across said property as provided for in said instrument, and as drawn on the survey prepared by Great Basin Engineering dated October 25, 2012, Project No. 12N236A (the "Survey").

EXCEPTION NO. 13: (DOES NOT AFFECT PARCELS 1.2.3,5,8,9 AND 10) A perpetual easement and right of way for the erection and continued maintenance, repair, alterations, and replacement of electric transmission, distribution and telephone circuits, and 2 guy anchors and 4 poles, with the necessary guys, stubs, cross-arms and other attachments thereon, or affixed thereto, for the support of said circuits, together with other recited terms and conditions, as created in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, by instrument entitled "Pole Line Easement" recorded December 22, 1930, in Book T of Liens and Leases, at Page 175 of the Official Records, through and across said property as provided for in said instrument. [The location of the description set forth in said instrument is shown on that certain ALTA/ACSM Land Title Survey prepared by Great Basin Engineering, Inc., under number 12N236A, dated October 25, 2012 and last

EXCEPTION NO. 14: (LOCATION NOT DISCLOSED)

way is given in said instrument.

The rights and easement(s) granted to the STATE ROAD COMMISSION OF UTAH in that certain instrument entitled "Easement" recorded December 15, 1938 as Entry No. 40180, in Book Y of Liens and Leases, at Page 192 of the Official Records.

certified on _____, 2012 (the "Survey"). No width for the easement and right of

EXCEPTION NO. 15: (PLOTTED - UNDISCLOSED WIDTH)

A right of way and easement for the erection and continued maintenance, repair, alteration, and replacement of electric transmission, distribution and telephone circuits. and no guy anchors and 1 pole, with the necessary guys, stubs, crossarms and other attachments thereon, or affixed thereto, for the support of said circuits, together with other recited terms and conditions, as created in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors in interest and assigns, by instrument entitled "Pole Line Easement" recorded October 4, 1944 as Entry No. 86628, in Book 199. at Page 150 of the Official Records, through and across said property as provided for in said instrument. [A portion of the description set forth in said instrument is shown no the Survey. No width for the right of way and easement is given in said instrument.]

EXCEPTION NO. 16:

The license and permission to use a portion of the premises for the purpose of constructing thereon a canal channel change and appurtenant parts thereof, together with other recited terms and conditions, as created in favor of the STATE ROAD COMMISSION OF UTAH (Licensee) by instrument entitled "Easement" recorded November 5, 1951 as Entry No. 184139, in Book 377, at Page 460 of the Official Records, through and across said property as provided for in said instrument. [The location of the description set forth in said instrument is shown no the Survey.]

EXCEPTION NO. 17: (DOES NOT AFFECT PARCELS)

A right of way and easement 10 feet in width for the purpose of constructing thereon a canal channel change and appurtenant parts thereof, with other recited terms and conditions, as created in favor of the STATE ROAD COMMISSION OF UTAH ("Licensee") by instrument recorded November 5, 1951 as Entry No. 184140, in Book 377, at Page 462 of the Official Records, through and across said property as provided for and described in said instrument.

EXCEPTION NO. 18:

The terms, provisions, covenants, conditions, restrictions and easements set forth in that certain instrument entitled "Grant OF Easement", recorded October 18, 1966 as Entry No. 480029, in Book 848, at Page 46 of the Official Records, wherein L.A. MARLER and DALE H. MARLER and A. DUANE MARLER doing business as MARLER TIRE SUPPLY are the Grantors, and CENTRAL WEBER SEWER IMPROVEMENT DISTRICT is the Grantee.

EXCEPTION NO. 19: (BLANKET EASEMENT)

The terms, provisions, covenants, conditions, restrictions and easements set forth in that certain instrument entitled "Declaration Of Restrictions And Reciprocal Easements", dated as of November 16, 1976, executed by RIVERDALE ASSOCIATES, a Utah Limited Partnership, GRAND CENTRAL, INC., a Utah corporation. DENIS R. MORRILL. Attorney At Law, UNITED SAVINGS & LOAN ASSOCIATION, a Utah corporation, and WESTERN STATES TITLE COMPANY OF OGDEN, a Utah corporation, recorded December 10, 1976 as Entry No. 683163, in Book 1154, at Page 154 of the Official Records, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons, and as shown on the Survey.

EXCEPTION NO. 20: (BLANKET EASEMENT)

The terms, provisions, covenants, conditions, restrictions and easements set forth in that certain instrument entitled "Declaration Of Mutual Easements", dated as of October 20, 1977, executed by RIVERDALE ASSOCIATES, a Utah Limited Partnership, GRAND CENTRAL, INC., a Utah corporation, and UNITED SAVINGS & LOAN ASSOCIATION, a Utah corporation, recorded November 1, 1977 as Entry No. 716563, in Book 1206. at Page 650 of the Official Records, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

EXCEPTIONS CONTINUED

EXCEPTION NO. 21:

A perpetual easement and right of way 7.0 feet in width for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission and distribution circuits, with the necessary transformers, transformer pads, pull boxes, service pedestals and other facilities related thereto, together with other recited terms and conditions, as created in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors and assigns, by instrument entitled "Easement" recorded November 10, 1977 as Entry No. 717819, in Book 1208, at Page 517 of the Official Records, through and across said property as provided for in said instrument.

EXCEPTION NO. 22: (LOCATION NOT DISCLOSED)

The terms, provisions, covenants, conditions, restrictions and right(s) of way set forth in and/or disclosed by that certain instrument entitled "Agreement", dated September 22, 1977, by and between RIVERDALE ASSOCIATES ("Landowner") and WEBER CANAL WATER COMPANY, a Utah corporation, recorded February 27, 1978 as Entry No. 729656, in Book 1227, at Page 285 of the Official Records.

EXCEPTION NO. 23:

A Right-of Way Easement 5 feet in width to construct, operate, maintain and remove communication and other facilities, together with other recited terms and conditions, as created in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, its successors, assigns, lessees, licensees and agents, by instrument entitled "Right-Of-Way Easement" recorded May 17, 1978 as Entry No. 739227, in Book 1242, at Page 585 of the Official Records, through and across said property as provided for in said instrument. [The location of the Right-of-Way Easement as described in said instrument is shown no the Survey,]

EXCEPTION NO. 24: (INDISCERNIBLE LOCATION FROM RECORDED DOCUMENTS) A Right-of-Way Easement 5 feet in width to construct, operate, maintain and remove communication and other facilities, together with other recited terms and conditions, as created in favor of THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, a Colorado corporation, its successors, assigns, lessees, licensees and agents, by instrument entitled "Right-Of-Way Easement" recorded as Entry No. 754541, in Book 1267, at Page 282 of the Official Records, through and across said property as provided for in said instrument, and as shown on the Survey.

EXCEPTION NO. 25: (PLOTTED - UNDISCLOSED WIDTH)

A perpetual easement and right of way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission and distribution circuits, with the necessary transformers. transformer pads, pull boxes, service pedestals and other facilities related thereto, together with other recited terms and conditions, as created in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors and assigns, by instrument entitled "Easement" recorded June 21. 1979 as Entry No. 780862, in Book 1309, at Page 116 of the Official Records, through and across said property as provided for in said instrument, and as shown on the Survey. [The location of the description set forth in said instrument is shown no the Survey. No width for the right of way is given in said instrument.]

EXCEPTION NO. 26: (PLOTTED - UNDISCLOSED WIDTH)

The terms, provisions, covenants, conditions, restrictions and easement(s) set forth in that certain instrument entitled "Easement Agreement", dated August 8, 1980, executed by and between NEWMART ASSOCIATES, a Utah joint venture, and the WEBER CANAL WATER COMPANY, recorded August 8, 1980 as Entry No. 816530, in Book 1363, at Page 70 of the Official Records. [The location of the portion of the easement description set forth in Paragraph No. 2 in said instrument affecting PARCEL 5 of the Land described in Schedule A hereof is shown on the Survey. No width for the easement described in said Paragraph No. 2 is given in said instrument.]

EXCEPTION NO. 27:

A right of way and easement 16 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipe lines, valves, valve boxes and other gas transmission and distribution facilities, together with other recited terms and conditions, as created in favor of MOUNTAIN FUEL SUPPLY COMPANY, a Corporation of the State of Utah, its successors and assigns, by instrument entitled "Right Of Way And Easement Grant" recorded January 6, 1981 as Entry No. 827670, in Book 1374. at Page 638 of the Official Records, through and across said property as provided for in said instrument. [The location of the description set forth in said instrument is shown no the Survey. No width for the right of way is given in said instrument.

EXCEPTION NO. 28:

The terms, covenants, obligations and easements set forth in that certain instrument entitled "Dedication Of Water Line And Easement Agreement", dated as of March 2. 1981, executed by and between SKAGGS PROPERTIES, INC., a Delaware corporation. NEWMART ASSOCIATES, a Utah joint venture, and RIVERDALE CITY, recorded March 23, 1981 as Entry No. 832360, in Book 1378, at Page 1223 of the Official Records. [The location of the water line easement areas described on Exhibits "D" and "E" attached to and incorporated into said insturment is shown no the Survey.]

EXCEPTION NO. 29:

A nonexclusive easement and right of way 10 feet in width for the purpose of construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission and distribution circuits, with the necessary transformers, transformer pads, pull boxes, service pedestals and other facilities related thereto, together with other recited terms and conditions, as created in favor of UTAH POWER & LIGHT COMPANY, a corporation, its successors and assigns, by instrument entitled "Easement" recorded May 1, 1981 as Entry No. 834948, in Book 1381, at Page 191 of the Official Records, through and across said property as provided for in said instrument. [The location of the tight of way as described in said instrument is shown no the Survey. 1

EXCEPTION NO. 30:

A perpetual, non-exclusive easement for the purposes of permitting the construction, maintenance and repair of sanitary sewer lines, mains, pipes and conduits thereon. together with other recited terms and conditions, as created in favor of NEWMART ASSOCIATES, a Utah joint venture, by instrument entitled "Grant Of Sewer Easement" recorded May 29, 1981 as Entry No. 836744, in Book 1382, at Page 1335 of the Official Records, through and across said property as provided for in said instrument. The location of the "Easement Parcel" as described in said instrument is shown no the Survey. 7

EXCEPTION NO. 31: (LOCATION NOT DISCLOSED)

The terms, provisions, covenants, obligations and easements set forth in that certain instrument entitled "Agreement", dated as of July 1, 1981, executed by and between SKAGGS PROPERTIES, INC., a Delaware corporation, RIVERDALE ASSOCIATES, a Utah limited partnership, and RIVERDALE CITY, recorded August 6, 1981 as Entry No. 841288, in Book 1387, at Page 230 of the Official Records.

EXCEPTIONS CONTINUED

EXCEPTION NO. 32: A perpetual easement and right of way 6 feet in width for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of underground electric transmission and distribution lines. communications circuits, fiber optic cables and associated facilities, with the necessary transformers, transformer pads, pull boxes, service pedestals, control buildings and other facilities related thereto, together with other recited terms and conditions, as created in favor of PACIFICORP, an Oregon Corporation, dba Utah Power & Light Company, its successors in interest and assigns, by instrument entitled "Easement" recorded March 26, 1991 as Entry No. 1134927, in Book 1596, at Page 1026 of the Official Records, through and across said property as provided for in said instrument. The location of the right of way as described in said instrument is shown no the Survey.]

EXCEPTION NO. 33: (BLANKET EASEMENT)

The terms, provisions, covenants, easements and restrictions set forth in that certain instrument entitled "Amended And Restated Joint Easement Agreement", dated May 31, 1995, executed by and between HOMART DEVELOPMENT CO., a Delaware Corporation, and SMITH'S FOOD & DRUG CENTERS, INC., a Utah corporation, recorded June 28, 1995 as Entry No. 1351627, in Book 1761, at Page 2796 of the Official Records.

EXCEPTION NO. 34: (BLANKET EASEMENT)

The terms, provisions, covenants, conditions, restrictions and easements set forth in that certain instrument entitled "Declaration Of Easements, Covenants And Restrictions [Riverdale Shopping Center] ", dated as of October 4, 1995, recorded October 4, 1995 as Entry No. 1367204, in Book 1774, at Page 2751 of the Official Records, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to , the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons, as amended and/or otherwise affected by (a) that certain instrument entitled "First Amended And Restated First Amendment To Declaration Of Easements, Covenants And Restrictions [Riverdale Shopping Center] ", dated as of June 29, 2001, recorded March 8, 2002 as Entry No. 1832697, in Book 2215, at Page 2128 of the Official Records, and (b) that certain instrument entitled "Second Amendment To Declaration Of Easements, Covenants And Restrictions [Riverdale Shopping Center] ", dated as of July 1, 2009. recorded September 14, 2010 as Entry No. 2491461 of the Official Records.

EXCEPTION NO. 35:

The terms, provisions and restrictions set forth in that certain instrument entitled "Use Restriction", dated as of October 4, 1995, executed by and between RIVERDALE SHOPPING CENTER ASSOCIATES, LTD., a Utah limited partnership, and R.C. WILLEY HOME FURNISHINGS, a Utah corporation, recorded October 4, 1995 as Entry No. 1367205, in Book 1774, at Page 2763 of the Official Records, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the united States Code or relate to handicap, but do not discriminate against handicapped persons.

EXCEPTION NO. 36:

The terms, provisions, covenants, conditions, restrictions and easements set forth in that certain instrument entitled "Amended And Restated Declaration Of Easements, Covenants And Restrictions", dated as of November 15, 1996, executed by and between RIVERDALE CENTER, L.C., a Utah limited liability company, and GGP/HOMART. INC., a Delaware corporation, recorded December 20, 1996 as Entry No. 1446398, in Book 1840, at Page 973 of the Official Records, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

EXCEPTION NO. 37: (LOCATION NOT DISCLOSED)

A right of way for Burch Creek as the same intersects the Land described in Schedule A hereof, together with any rights or asserted rights in and to said Creek, and any rights incidental to the ownership, use and maintenance of said Creek. The existence of said Creek being disclosed by various instruments of record including, but not limited to, (a) that certain Agreement recorded August 6, 1981 as Entry No. 841288, in Book 1387, at Page 230 of the Official Records, (b) that certain Declaration Of Easements, Covenants And Restrictions recorded October 4, 1996 as Entry No. 1367204, in Book 1774, at Page 2751 of the Official Records, and (c) that certain Amended.And Restated Declaration Of Easements. Covenants And Restrictions recorded December 20, 1996 as Entry No. 1446398, in book 1840, at Page 973 of the Official Records.

EXCEPTION NO. 38: (UNDISCLOSED WIDTH)

A right of way for a Canal (which may be known as the "Weber Canal") as the same intersects the Land described in Schedule A hereof, together with any rights incidental to the ownership, use and maintenance of said Canal, and any facilities appurtenant thereto. The existence of said Canal being disclosed by various instruments of record including, but not limited to, (a) that certain Agreement recorded February 27, 1978 as Entry No. 729656, in Book 1227, at Page 285 of the Official Records, and (b) that certain Easement Agreement recorded August 8, 1980 as Entry No. 816530, in book 1363, at Page 70 of the Official Records.

EXCEPTION NO. 39:

The terms, provisions, covenants, conditions and easements set forth in that certain instrument entitled "Reciprocal Easement Agreement", dated as of December 23, 1999, executed by and between CHRISTENSEN LAND MANAGEMENT, LC, and RIVERDALE CENTER II, L.C., recorded December 28, 1999 as Entry No. 1681479, in Book 2050, at Page 2304 of the Official Records.

Said Reciprocal Easement Agreement having been amended and/or otherwise affected by that certain Partial Termination Of Reciprocal Easement Agreement recorded February 1, 2007 as Entry No. 2239475 of the Official Records, and by that certain Partial Termination Of Reciprocal Easement Agreement recorded February 1, 2007 as Entry No. 2239476 of the Official Records.

EXCEPTION NO. 40: (BLANKET EASEMENT)

The terms, provisions, covenants, conditions, restrictions, and easements set forth in that certain instrument entitled "Declaration Of Covenants, Conditions And Restrictions", dated as of December 14, 1999, executed by and between RIVERDALE CENTER II, L.C., a Utah limited liability company, and LOWE'S H.I.W., INC., a Virginia corporation. recorded December 28, 1999 as Entry No. 1681482, in Book 2050, at Page 2341 of the Official Records, as amended by that certain instrument entitled "First Amendment To Declaration Of Covenants, Conditions And Restrictions", recorded October 9, 2002 as Entry No. 1880895, in Book 2272, at Page 1089 of the Official Records, and by that certain Second Amendment To Declaration Of Covenants, Conditions And Restrictions, recorded February 1, 2007 as Entry No. 2239477 of the Official Records. but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

Easements for utilities and drainage, over, along and across Lots 1, 2 and 3 of RIVERDALE CENTER II SUBDIVISION as delineated on the plat of said Subdivision. recorded July 3, 2000 as Entry No. 1714139, in Book 52 of Plats, at Page 52 of the Official Records. |The location of the easement as delineated on the recorded plat is shown no the Survey.]

EXCEPTION NO. 42: The terms, provisions, covenants, conditions, restrictions and easements set forth in that certain instrument entitled "Party Wall Agreement", dated as of November 7. 2002, executed by and between RIVERDALE CENTER II. L.C., a Utah limited liability company, and RIVERDALE CENTER III, L.C., a Utah limited liability company, recorded November 7, 2002 as Entry No. 1888086, in Book 2283 at Page 2082, of the Official

EXCEPTION NO. 43:

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The terms of that certain instrument entitled "Declaration Of Restrictions", dated as of December 9, 2003, executed by RIVERDALE CENTER II, L.C., a Utah limited liability company, recorded May 13, 2004 as Entry No. 2030544 of the Official Records, and also recorded June 23, 2004 as Entry No. 2039187 of the Official Records, including all provisions, covenants, conditions, restrictions, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

EXCEPTION NO. 44: (BLANKET EASEMENT)

The terms of that certain instrument entitled "Declaration Of Covenants And Restrictions", dated as of December 9, 2003, executed by RIVERDALE CENTER II, L.C., a Utah limited liability company, recorded June 23, 2004 as Entry No. 2039188 of the Official Records, including all provisions, covenants, conditions, restrictions, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof. are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

EXCEPTION NO. 45:

An easement for a right of way 10 feet in width and 160 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of an underground electric distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, vaults, with other recited terms and conditions, as created in favor of PACIFICORP, an Oregon corporation, its successors and assigns, by instrument entitled "Right Of Way Easement", recorded July 28, 2006 as Entry No. 2196529 of the Official Records, through and across said property as provided for and described in said instrument.

EXCEPTION NO. 46: (BLANKET EASEMENT)

The terms of that certain instrument entitled "Declaration Of Easements, Covenants And Restrictions", dated as of January 24, 2007, by and between MARTHA M. CRAIG, TRUSTEE OF THE MARTHA M. CRAIG REVOCABLE LIVING TRUST, RIVERDALE CENTER II, L.C., a Utah limited liability company, and RIVERDALE CENTER IV, L.C., a Utah limited liability company, recorded February 1, 2007 as Entry No. 2239510 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap. but do not discriminate against handicapped persons.

A non-exclusive right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, and replacement of underground utility pipes, lines, wires, conduits, and related facilities (including, without limitation, pipes, lines, wires, conduits, and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm drainage, and all types of water), with other recited terms and conditions, as created in favor of MARTHA M. CRAIG, TRUSTEE OF THE MARTHA M. CRAIG REVOCABLE LIVING TRUST. by that certain instrument entitled "Grant Of Easement", recorded February 1, 2007 as Entry No. 2239511 of the Official Records, under, through and across said property as provided for and described in said instrument.

EXCEPTION NO. 48:

The terms of that certain instrument entitled "Declaration Of Easements, Covenants And Restrictions", dated as of January 26, 2007, by and between LOWE'S HIW, INC., a Washington corporation, RIVERDALE CENTER II, L.C., a Utah limited liability company. and RIVERDALE CENTER IV, L.C., a Utah limited liability company, recorded February 1. 2007 as Entry No. 2239512 of the Official Records, including all provisions, covenants, conditions, restrictions, easements, charges, assessments, liens or rights, if any, created therein, but deleting those matters based upon race, color, creed, religion, sex, handicap, familial status or national origin unless and only to the extent that said matters, or any portion thereof, are exempt under relevant provisions of the United States Code or relate to handicap, but do not discriminate against handicapped persons.

EXCEPTION NO. 49:

A temporary easement to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, with other recited terms and conditions, as created in favor of the UTAH DEPARTMENT OF TRANSPORTATION by instrument recorded April 23, 2009 as Entry No. 2406689 of the Official Records, through and across said property as provided for and described in said instrument. (For reference purposes only: UDOT Parcel No. 0026:078:2E)

EXCEPTION NO. 50:

A perpetual easement for the purpose of constructing and maintaining thereon public utilities and appurtenant parts thereof, including, but not limited to ATMS fiber optic conduit, electrical service and transmission lines, culinary and irrigation water facilities; and highway appurtenances including, but not limited to, slopes, street and signal lighting facilities, directional and traffic information signs, with other recited terms and conditions, as created in favor of the UTAH DEPARTMENT OF TRANSPORTATION by instrument recorded April 23, 2009 as Entry No. 2406690 of the Official Records, through and across said property as provided for and described in said instrument. (For reference purposes only: UDOT Parcel No. 0026:078:E)

EXCEPTION NO. 51:

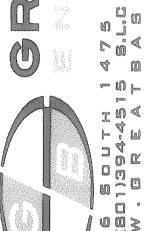
A temporary easement to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, with other recited terms and conditions, as created in favor of the UTAH DEPARTMENT OF TRANSPORTATION by instrument recorded May 22, 2009 as Entry No. 2413472 of the Official Records, through and across said property as provided for and described in said instrument. (For reference purposes only: UDOT Parcel No. 0026:068B:3E)

A temporary easement to facilitate the construction of roadway improvements, side treatments and appurtenant parts thereof and blending slopes, with other recited terms and conditions, as created in favor of the UTAH DEPARTMENT OF TRANSPORTATION by instrument recorded May 22, 2009.as Entry No. 2413473 of the Official Records, through and across said property as provided for and described in said instrument. (For reference purposes only: UDOT Parcel No. 0026:068B:2E)

EXCEPTIONS CONTINUED

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