

WHEN RECORDED RETURN TO:

KMW Development L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, UT 84109

13447958
11/2/2020 12:37:00 PM \$54.00
Book - 11052 Pg - 4699-4710
RASHELLE HOBBS
Recorder, Salt Lake County, UT
STEWART TITLE INS AGCY OF UT
BY: eCASH, DEPUTY - EF 12 P.

Space above for Recorder's use only

IRRIGATION PIPELINE EASEMENT AGREEMENT

This IRRIGATION PIPELINE EASEMENT AGREEMENT (the "Agreement") is entered into this 30th day of ~~OCTOBER~~ 2020 (the "Effective Date"), by and between KMW DEVELOPMENT L.L.C., a Utah limited liability company, PETERBUILT HH, L.L.C., a Utah limited liability company, JM CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, and RL CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company (individually and collectively, "Grantors"), and BIG DITCH IRRIGATION COMPANY, a Utah non-profit corporation ("Grantee"). Grantor and Grantee are collectively referred to as the "Parties."

RECITALS

- A. Grantors collectively own that certain real property located in Holladay City, County of Salt Lake, State of Utah (the "Property"), more particularly described on Exhibit "A" attached hereto and incorporated herein by reference.
- B. Grantors intend to develop the Property for commercial use and will require the Grantee's easements currently encumbering the Property to be relocated to accommodate such development.
- C. The Parties desire that Grantee be granted a ten (10) foot wide non-exclusive, perpetual easement to maintain, operate, repair, and replace an underground irrigation pipeline in the location legally described on Exhibit "B" (the "Easement Area") and depicted on Exhibit "C", both attached hereto and incorporated herein by reference, together with reasonable ingress and egress upon the Property to perform such maintenance, operation, repair, and replacement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors and Grantee hereby agree as follows:

- 1. Grant, Purpose and Use of Easement. Grantors hereby grant to Grantee a ten (10) foot wide non-exclusive, perpetual, easement within the Easement Area for the sole use of an underground irrigation pipeline and related appurtenances thereto that may include, but not limited to, the following: electric or other control systems, underground cables, wires, connections, mains and conduits, valves, vaults, and the like within the easement area (collectively, the "Improvements"), together with the right of reasonable ingress and egress upon the Property in those locations designed for pedestrian and vehicular use for the purpose of maintaining, operating, repairing, and replacing the Improvements. Any access upon the Property by Grantee will first be coordinated with KMW Development L.L.C. to avoid disrupting Grantor's activities on the Property.

Tax ID: 22-09-228-023, 22-09-228-024
22-09-228-025, 22-09-228-026
22-09-228-027 thru 22-09-228-033
22-10-151-007 thru 22-10-151-009
22-10-151-011 thru 22-10-151-013

2. Operation and Maintenance. All Improvements shall be operated, maintained, repaired, and replaced when necessary by Grantee at its sole cost and expense and in a good and workmanlike manner so as not to interfere with the operations of the Property by Grantors. In the event of any maintenance, repair, or replacement of the Improvements by Grantee, Grantee shall restore (as near as practicable) to its previous condition, at no cost to Grantors, any pavement, landscaping, curb and gutter, or any other improvement damaged in the course of such maintenance, repair, or replacement.
3. Mechanics Liens. Grantee shall keep the Property and Easement Area free and clear of mechanics liens and/or materialmen's liens arising out of any of Grantee's activities on the Property.
4. Indemnity. Grantee shall indemnify, defend and hold Grantors, their heirs, representatives, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i) any damage, accident, injury or other similar occurrences in the Easement Area due to Grantee's negligence or misconduct; or (ii) the use, maintenance, operation, or repair of the Easement Area by Grantee, its guests, invitees, agents, or contractors.
5. Grantors Use. Grantors may use the surface area of the Easement Area: (a) for non-permanent uses such as asphalt roadways, non-reinforced parking lots, curbs, gutters and sidewalks, walkways, driveways, fences with gated openings (no footings, foundation, or building walls), and all permanent structures shall maintain at least a 5' set-back from the edge of the described Easement Area; (b) for the installation of utility crossings, provided that all utility lines are appropriately surveyed and described so that future repairs and maintenance of the utility lines can be made without disrupting the delivery of irrigation water to Grantee's shareholders or disrupting utility service to Grantors' Property; and (c) any nonmetallic utility lines installed below ground level shall be accompanied with a metallic strip to aid in detection of its location within the Easement Area.
6. Miscellaneous.
 - a. Notices. Unless otherwise provided for herein, any notice to be given or other documents to be delivered by any party shall either be delivered in person or deposited in the United States mail with postage prepaid addressed to the party for whom intended as follows:

If to Grantors, to: KMW Development L.L.C.
 c/o Woodbury Corporation
 Attn: Office of General Counsel
 2733 E. Parleys Way, Suite 300
 Salt Lake City, Utah 84109

 with a copy to:
 Millrock Capital II, LLC
 6510 South Millrock Drive, Suite 450
 Holladay, Utah 84121

If to Grantee, to: Big Ditch Irrigation Company
 135 South Mountain Way Drive
 Orem, UT 84058

- b. Interpretation; Governing Law. This Agreement shall be construed as if prepared by all Parties hereto. This Agreement shall be governed by and construed under the laws of the State of Utah.
- c. Covenants Run With Land. The agreements, covenants and conditions contained in this Agreement are and shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of Grantors and Grantee and their respective successors and assigns.
- d. Attorneys' Fees. In the event of any legal action or other proceeding between the parties regarding this Agreement (an "Action"), the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court.
- e. Post-Judgment Attorneys' Fees. The prevailing party in any Action shall be entitled, in addition to and separately from the amounts recoverable under Section 6.d, to the payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs and litigation expenses incurred in connection with (i) any appellate review of the judgment rendered in such Action or of any other ruling in such Action, and (ii) any proceeding to enforce a judgment in such Action. It is the intent of the Parties that the provisions of this Section 6.d be distinct and severable from the other rights of the Parties under this Agreement, shall survive the entry of judgment in any Action and shall not be merged into such judgment.
- f. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.
- g. Injunctive Relief. In the event of any violation or threatened violation of this Agreement, either party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other party.
- h. Further Actions. The Parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Agreement.

[Signature Pages to Follow]

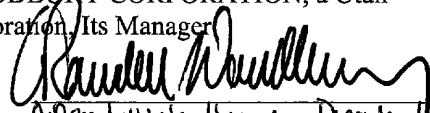


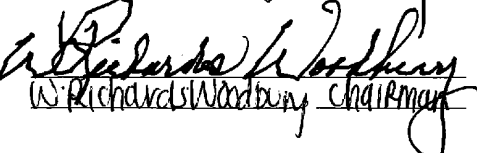
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

GRANTORS:


KMW DEVELOPMENT L.L.C., a Utah limited liability company

By: **WOODBURY CORPORATION**, a Utah corporation, Its Manager

By: 
D. Randall Woodbury, President

By: 
W. Richards Woodbury, Chairman

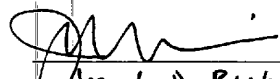
By: **MILLROCK CAPITAL II, LLC**, a Utah limited liability company, Its Manager

By: 
Steven Peterson, Manager

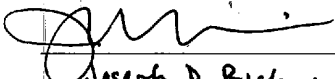
PETERBUILT HH, L.L.C., a Utah limited liability company

By: 
Steven Peterson, Manager

JM CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company

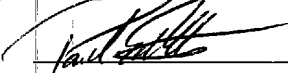
By: 
Joseph D. Rich, Manager

RL CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company

By: 
Joseph D. Rich, Manager

GRANTEE:

BIG DITCH IRRIGATION COMPANY, a Utah non-profit corporation

By: 
Paul Smith, President, 10/21/2020

ACKNOWLEDGMENT OF GRANTORS

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

On this 27th day of October, 2020, before me personally appeared D. Randall Woodbury to me personally known, who being by me duly sworn did say that he is the President of WOODBURY CORPORATION, known to be a Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]
Notary Public

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

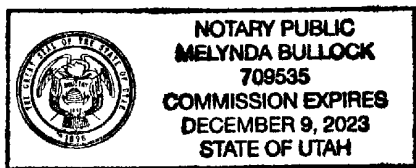
On this 27th day of October, 2020, before me personally appeared W. Richards Woodbury, to me personally known, who being by me duly sworn did say that he is the Chairman of WOODBURY CORPORATION, known to be a Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



[Signature]
Notary Public

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

On this 27th day of October, 2020, before me personally appeared STEVEN PETERSON, to me personally known, who being by me duly sworn did say that he is the Manager of MILLROCK CAPITAL II, LLC, a Utah limited liability company, known to be a Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

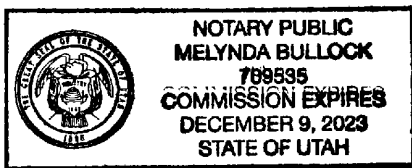


[Signature]
Notary Public

[Handwritten initials]

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

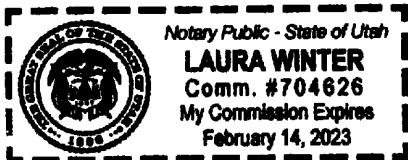
On this 27th day of October, 2020, before me personally appeared Steven Peterson to me personally known, who being by me duly sworn did say that he is the Manager of PETERBUILT HH, L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Melinda Bullock
Notary Public

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

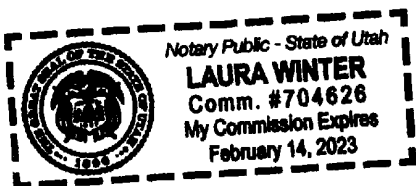
On this 30th day of OCTOBER, 2020, before me personally appeared Joseph D. Rich to me personally known, who being by me duly sworn did say that he is the Manager of JM CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



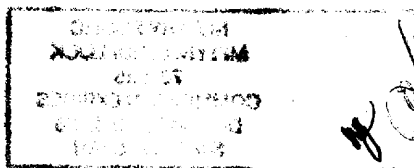
Joseph D. Rich
Notary Public

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

On this 30th day of OCTOBER, 2020, before me personally appeared Joseph D. Rich to me personally known, who being by me duly sworn did say that he is the Manager of RL CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Laura Winter
Notary Public

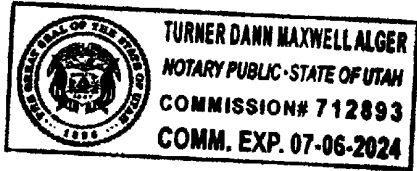


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ACKNOWLEDGMENT OF GRANTEE

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

On this 21 day ~~Jan~~ October, 2020, before me personally appeared Paul Southern, to me personally known to be the President of BIG DITCH IRRIGATION COMPANY, a Utah non-profit corporation the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its by-laws or a resolution of its board of directors.



[Signature]
Notary Public

[Handwritten initials]
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[Handwritten initials]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

ROYAL HOLIDAY HILLS BLOCK DESCRIPTIONS

BLOCK "A"

BEGINNING AT A POINT THAT IS LOCATED NORTH 00° 03' 51" WEST 1431.39 FEET ALONG SECTION LINE AND WEST 1086.95 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

THENCE SOUTH 87° 46' 29" WEST A DISTANCE OF 213.43 FEET TO THE BEGINNING OF A CURVE WHICH REPRESENTS THE EAST R.O.W. LINE OF HIGHLAND DRIVE; SAID CURVE BEARS TO THE RIGHT THROUGH 13° 32' 49", HAVING A RADIUS OF 1381.83 FEET ALONG THE ARC A DISTANCE OF 326.72 FEET, AND WHOSE LONG CHORD BEARS NORTH 12° 33' 01" WEST A DISTANCE OF 325.96 FEET ALONG SAID HIGHLAND DRIVE, THENCE CONTINUING ALONG SAID HIGHLAND DRIVE TO THE BEGINNING OF A SPIRAL CURVE CONSISTING OF THE FOLLOWING TEN CALLS: SAID CURVE BEARS TO THE RIGHT THROUGH 00° 43' 03", HAVING A RADIUS OF 1430.07 FEET ALONG THE ARC A DISTANCE OF 17.91 FEET, AND WHOSE LONG CHORD BEARS NORTH 05° 15' 53" WEST A DISTANCE OF 17.91 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 41' 32", HAVING A RADIUS OF 1626.35 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 04° 34' 00" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 36' 39", HAVING A RADIUS OF 1843.20 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 03° 54' 54" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 31' 46", HAVING A RADIUS OF 2126.77 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 03° 20' 42" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 26' 53", HAVING A RADIUS OF 2513.45 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 02° 51' 23" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 21' 59", HAVING A RADIUS OF 3072.00 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 02° 26' 57" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 17' 06", HAVING A RADIUS OF 3949.71 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 02° 07' 24" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 12' 13", HAVING A RADIUS OF 5529.60 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 01° 52' 45" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH 00° 07' 20", HAVING A RADIUS OF 9216.00 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET, AND WHOSE LONG CHORD BEARS NORTH 01° 42' 58" WEST A DISTANCE OF 19.65 FEET TO THE BEGINNING OF A CURVE; SAID CURVE BEARS TO THE RIGHT ALONG SAID HIGHLAND DRIVE THROUGH AN ANGLE OF 00° 01' 38", HAVING A RADIUS OF 41472.00 FEET ALONG THE ARC A DISTANCE OF 19.65 FEET AND WHOSE LONG CHORD BEARS NORTH 01° 38' 05" WEST A DISTANCE OF 19.65 FEET TO A POINT OF INTERSECTION WITH A LINE; THENCE NORTH 01° 43' 40" WEST ALONG SAID EAST R.O.W. LINE OF HIGHLAND DRIVE A DISTANCE OF 3.89 FEET; THENCE SOUTH 88° 12' 51" WEST ALONG SAID EAST R.O.W. LINE OF HIGHLAND DRIVE A DISTANCE OF 10.00 FEET; THENCE NORTH 01° 43' 40" WEST ALONG SAID EAST R.O.W. LINE OF HIGHLAND DRIVE A DISTANCE OF 43.18 FEET TO THE SOUTH R.O.W. LINE OF MURRAY HOLLADAY ROAD; THENCE SOUTH 89° 47' 36" EAST ALONG SAID MURRAY HOLLADAY ROAD A DISTANCE OF 144.66 FEET; THENCE SOUTH 00° 11' 01" WEST ALONG SAID MURRAY HOLLADAY ROAD A DISTANCE OF 15.00 FEET; THENCE SOUTH 89° 47' 36" EAST ALONG SAID MURRAY HOLLADAY ROAD A DISTANCE OF 95.80 FEET; THENCE SOUTH 46° 19' 21" EAST A DISTANCE OF 27.52 FEET; THENCE SOUTH 86° 40' 30"



EAST A DISTANCE OF 19.61 FEET; THENCE SOUTH 02° 51' 06" EAST A DISTANCE OF 260.03 FEET, THENCE SOUTH 02° 51' 06" EAST A DISTANCE OF 255.68 FEET TO THE POINT OF BEGINNING.

CONTAINING 140,718 +/- SQ. FT.

BLOCK "C"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WITH A BEARING OF S 0°02'52" E ALONG THE SECTION LINE A DISTANCE OF 657.97 FEET, THENCE WITH A BEARING OF N 89°48' W ALONG THE MURRAY-HOLLADAY ROAD MONUMENT LINE A DISTANCE OF 632.82 FEET AND THENCE WITH A BEARING OF S 37°58'37" W A DISTANCE OF 737.50 FEET TO A POINT; WHICH IS THE POINT OF BEGINNING.

AND RUNNING THENCE WITH A BEARING OF S 87°46'29" W A DISTANCE OF 213.17 FEET TO A POINT; THENCE WITH A BEARING OF S 87°16'25" W A DISTANCE OF 0.00 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1381.83 FEET, HAVING A CHORD BEARING OF S 27°34'08" E AND A CHORD DISTANCE OF 396.33, HAVING A CENTRAL ANGLE OF 16°29'25" AND AN ARC LENGTH OF 397.70 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1430.07 FEET, HAVING A CHORD BEARING OF S 36°07'56" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°47'14" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1626.35 FEET, HAVING A CHORD BEARING OF S 36°51'55" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°41'32" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1843.20 FEET, HAVING A CHORD BEARING OF S 37°31'01" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°36'39" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 2126.77 FEET, HAVING A CHORD BEARING OF S 38°05'13" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°31'46" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 2513.45 FEET, HAVING A CHORD BEARING OF S 38°34'32" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°26'53" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 3072.00 FEET, HAVING A CHORD BEARING OF S 38°58'58" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°21'59" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 3949.71 FEET, HAVING A CHORD BEARING OF S 39°18'31" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°17'06" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 5529.60 FEET, HAVING A CHORD BEARING OF S 39°33'11" E AND A CHORD DISTANCE OF 19.65, HAVING A CENTRAL ANGLE OF 00°12'13" AND AN ARC LENGTH OF 19.65 TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION WITH A COMPOUND TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 9216.00 FEET, HAVING A CHORD BEARING OF S 39°40'43" E AND A CHORD DISTANCE OF 7.65, HAVING A CENTRAL ANGLE OF 00°02'51" AND AN ARC LENGTH OF 7.65 TO A POINT; THENCE WITH A BEARING OF N 48°41'17" E A DISTANCE OF 191.66 FEET TO A POINT; THENCE WITH A BEARING OF N 27°10'35" W A DISTANCE OF 140.85 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 472.42 FEET, HAVING A CHORD BEARING OF N 44°27'46" E AND A CHORD DISTANCE OF 151.08, HAVING A CENTRAL ANGLE OF 18°24'08" AND AN ARC LENGTH OF 151.73 TO A POINT; THENCE WITH A BEARING OF N 60°16'35" W A DISTANCE OF 263.41 FEET TO A POINT; THENCE WITH A BEARING OF S 87°46'29" W A DISTANCE OF 29.07 FEET TO THE POINT OF BEGINNING.; CONTAINING 127416.29 SQUARE FEET OR 2.925 ACRES.

BLOCK "D"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE WITH A BEARING OF S 0°02'52" E ALONG THE SECTION

LINE A DISTANCE OF 657.97 FEET, THENCE WITH A BEARING OF N 89°48' W ALONG THE MURRAY-HOLLADAY ROAD MONUMENT LINE A DISTANCE OF 632.82 FEET AND THENCE WITH A BEARING OF S 06°43'24" W A DISTANCE OF 776.15 FEET TO A POINT; WHICH IS THE POINT OF BEGINNING.

AND RUNNING THENCE WITH A BEARING OF N 60°17'41" W A DISTANCE OF 121.07 FEET TO A POINT; THENCE IN A SOUTHWESTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 472.42 FEET, HAVING A CHORD BEARING OF S 44°27'46" W AND A CHORD DISTANCE OF 151.08, HAVING A CENTRAL ANGLE OF 18°24'08" AND AN ARC LENGTH OF 151.73 TO A POINT; THENCE WITH A BEARING OF S 27°10'35" E A DISTANCE OF 140.91 FEET TO A POINT; THENCE WITH A BEARING OF N 48°41'17" E A DISTANCE OF 115.70 FEET TO A POINT; THENCE WITH A BEARING OF N 31°40'15" E A DISTANCE OF 113.75 FEET TO THE POINT OF BEGINNING.; CONTAINING 24919.00 SQUARE FEET OR 0.572 ACRES.

BLOCK "E"

BEGINNING AT A POINT THAT IS LOCATED NORTH 00° 03' 51" WEST 803.13 FEET ALONG SECTION LINE AND WEST 207.35 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

THENCE SOUTH 48° 41' 17" WEST A DISTANCE OF 531.98 FEET TO THE EAST R.O.W. LINE OF HIGHLAND DRIVE; THENCE NORTH 39° 48' 39" WEST ALONG SAID EAST R.O.W. LINE OF HIGHLAND DRIVE A DISTANCE OF 319.11 FEET; THENCE NORTH 48° 41' 17" EAST A DISTANCE OF 523.62 FEET; THENCE SOUTH 41° 18' 43" EAST A DISTANCE OF 319.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 168,367 +/- SQ. FT.



EXHIBIT "B"

LEGAL DESCRIPTION OF THE EASEMENT

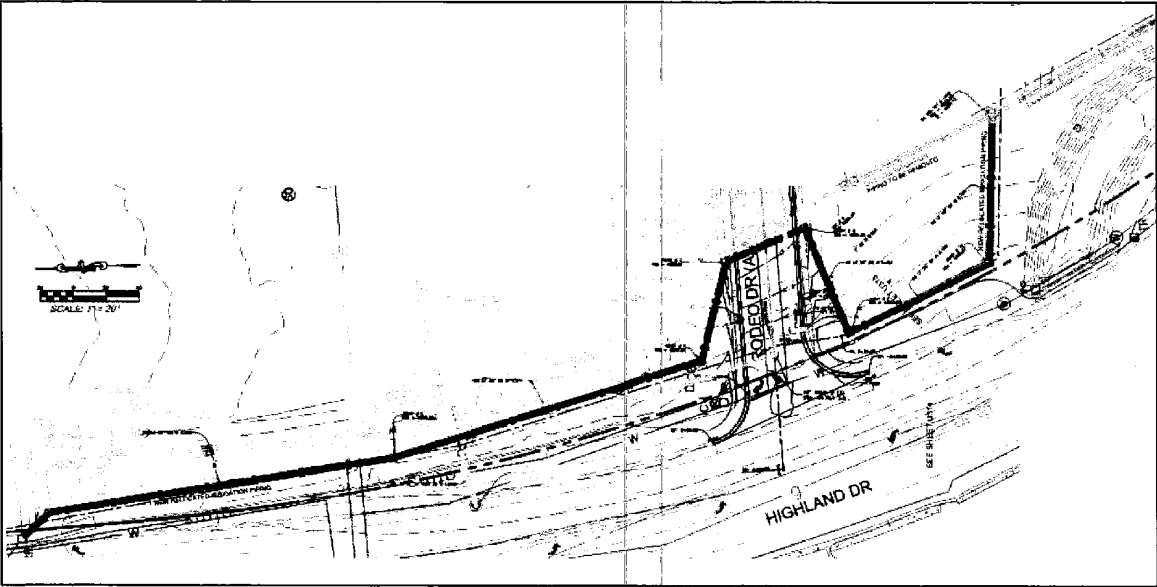
BEGINNING AT A POINT THAT IS LOCATED AN 5' OFF AN EXISTING IRRIGATION LINE ; SAID POINT IS LOCATED NORTH 00° 03' 51" WEST 504.09 FEET ALONG SECTION LINE AND WEST 601.98 FEET FROM THE EAST QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN;

THENCE SOUTH 47° 18' 13" WEST A DISTANCE OF 10.47 FEET, THENCE NORTH 59° 59' 20" WEST A DISTANCE OF 136.59 FEET, THENCE NORTH 23° 02' 12" WEST A DISTANCE OF 76.83 FEET, THENCE NORTH 40° 03' 03" EAST A DISTANCE OF 58.80 FEET, THENCE NORTH 10° 25' 18" WEST A DISTANCE OF 40.66 FEET, THENCE NORTH 63° 06' 25" WEST A DISTANCE OF 57.84 FEET, THENCE NORTH 15° 31' 27" WEST A DISTANCE OF 191.81 FEET, THENCE NORTH 06° 44' 46" WEST A DISTANCE OF 212.64 FEET, THENCE NORTH 43° 46' 13" WEST A DISTANCE OF 8.39 FEET TO AN EXISTING IRRIGATION COLLECTION BOX, THENCE NORTH 01° 56' 02" WEST A DISTANCE OF 14.99 FEET, THENCE SOUTH 43° 46' 13" EAST A DISTANCE OF 22.91 FEET, THENCE SOUTH 06° 44' 46" EAST A DISTANCE OF 215.22 FEET, THENCE SOUTH 15° 31' 27" EAST A DISTANCE OF 186.63 FEET, THENCE SOUTH 63° 06' 25" EAST A DISTANCE OF 58.38 FEET, THENCE SOUTH 10° 25' 18" EAST A DISTANCE OF 50.33 FEET, THENCE SOUTH 40° 03' 03" WEST A DISTANCE OF 57.38 FEET, THENCE SOUTH 23° 02' 12" EAST A DISTANCE OF 67.35 FEET, THENCE SOUTH 59° 59' 20" EAST A DISTANCE OF 136.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,891 SQUARE FEET OR 0.18 ACRES



EXHIBIT "C"
DEPICTION OF THE EASEMENT



aw
ls