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WHEN RECORDED RETURN TO:

Roger D. Henriksen, Esq.  
Parr Waddoups Brown Gee & Loveless  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84147-0019

ENT 24145:2005 PG 1 of 12  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2005 Mar 08 1:28 pm FEE 38.00 BY AB  
RECORDED FOR TITLE WEST TITLE CO

DECLARATION  
OF  
COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS (this "Declaration") is executed as of the 4<sup>th</sup> day of March, 2005, by SUMMIT VINEYARD, LLC, a Delaware limited liability company ("SV"), in favor of GENEVA STEEL LLC, as debtor and debtor in possession ("Geneva"), (individually, a "Party" and collectively, the "Parties").

Recitals:

TW 250223616

A. SV is the fee owner of certain real property described as the Real Property in the Purchase Agreement (defined below) located in Utah County, Utah and more particularly described on Exhibit A hereto (the "SV Real Property"), which it has developed or will develop for use as a natural-gas fired power generation facility. SV acquired the SV Real Property, from Geneva pursuant to that certain Purchase Agreement dated as of June 24, 2004, by and between Geneva, as Seller, and SV, as Buyer (the "Purchase Agreement").

B. Geneva is the fee owner of the Geneva Property (defined below), which it has developed as an integrated steel mill and ultimately plans to redevelop for a variety of mixed uses, including, but not limited to, industrial and manufacturing facilities, retail shopping centers, residential housing, and other uses.

C. As part of the consideration for Geneva's agreement to sell the SV Property, as defined below, to SV, and pursuant to Section 8.4(b) of the Purchase Agreement, Geneva and SV desire to make certain restrictive covenants and agreements regarding the operation and use of the SV Real Property as hereinafter set forth in this Declaration. Geneva would not have conveyed the SV Property to SV in the absence of this Declaration.

Declaration

NOW, THEREFORE, in consideration of the transfer of the SV Property to SV and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SV hereby declares that the SV Property is and shall be held, transferred, sold, conveyed, and occupied subject to the following:

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

1.1 “Geneva Property” means the real property described in Exhibit B attached hereto and incorporated herein by reference, provided, however, that the Geneva Property shall be deemed to exclude any future parcel, lot or other subdivision created on the Geneva Property on or after the date hereof which is not used to conduct Operations.

1.2 “Geneva Property Owner” means Geneva and its successors and assigns to the Geneva Property or any portion thereof.

1.3 “Lot” means any parcel, lot or other subdivision created on the SV Real Property, now or in the future.

1.4 “Mortgage” means a mortgage or a deed of trust recorded in the Official Records.

1.5 “Mortgagee” means the mortgagee under a mortgage, or the beneficiary under a deed of trust, recorded in the Official Records.

1.6 “Official Records” means the official records of the Utah County Recorder, State of Utah.

1.7 “Operations” means operations consisting of an industrial manufacturing facility and/or steel mill and related manufacturing, coating, treating and processing, including but not limited to, plants, conveyors, trucks, electric arc furnaces, blast furnaces, rolling mills, raw materials and waste stockpiles or disposal areas, water and waste discharge areas, heavy machinery and other improvements, equipment and appurtenances used in connection with such industrial manufacturing facility and/or steel mill.

1.8 “Owner” means the person that at the time concerned is the legal owner of record (in the Official Records) of a whole or undivided fee interest in any portion of the SV Real Property, including any owner of any Lot. If there is more than one Owner of a Lot at the time concerned, the obligations and liabilities of each such Owner for performance under, and compliance with, the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a Mortgage, the terms “Owner” and “Owners” shall not mean a Mortgagee unless and until such Mortgagee has acquired title to the Lot concerned pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure.

1.9 “Power Project” means the construction, development and operation of a natural-gas fired power generation facility and improvements and systems ancillary thereto.

1.10 “Power Restriction Period” means the period commencing on the date this Declaration is recorded in the Official Records and ending on the date occurring of three (3) years after such recordation date.

1.11 “Restrictive Use Covenant” shall have the meaning set forth in Section 2 hereof.

1.12 “Structure” means any facility, building or dwelling unit or other improvement ancillary thereto constructed or erected on the ground.

1.13 “Term” shall have the meaning set forth in Section 5 hereof.

1.14 “SV Property” means the SV Real Property, water rights (including but not limited to the SV Water Rights as defined in the Purchase Agreement), emission reduction credits (including but not limited to the SV ERCs as defined in the Purchase Agreement and all other property and rights acquired by SV from Geneva, now or in the future.

1.15 “SV Real Property” shall have the meaning set forth in Recital A.

2. Power Restrictive Use Covenant. SV covenants and agrees during the Power Restriction Period to use the SV Property solely for the construction, development and operation of the Power Project on the SV Real Property and for no other purpose whatsoever (the “Restrictive Use Covenant”). During the Power Restriction Period, SV shall not modify or change such use without the express, prior written consent of Geneva, which consent may be withheld in the sole and absolute discretion of Geneva.

3. Prohibited Uses. In addition to the Restrictive Use Covenant set forth in Section 2 above, during the Term hereof, except for the Power Project, neither the SV Property nor any portion thereof shall be used for any industrial or manufacturing that is not ancillary to the Power Project or any residential purposes, without the express, prior written consent of Geneva, which consent may be withheld in the sole and absolute discretion of Geneva. Except as to uses which are ancillary to the Power Project, no portion of the SV Real Property shall be used for a junkyard, outdoor storage, bingo parlor, bar or lounge, flea market, pool hall, a motion picture theater, a liquor store, a post office operated by the United States Postal Service, an arcade, a massage parlor, a pornographic book store or for a store selling or renting pornographic films or videos, a facility for the sale of paraphernalia for use with illicit drugs, or an off-track betting parlor.

4. Conditions Related to Operations on the Geneva Property. Each Owner of a Lot on the SV Real Property shall be deemed to have taken title to such Lot subject to and in recognition of the following facts and circumstances, all of which are agreed to by such Owner:

4.1 The SV Real Property is located near the Geneva Property on which the Operations are conducted. The Operations necessarily involve the creation of certain noise, dust, fumes, light, vibrations and other conditions that may be perceptible beyond the boundaries of the Geneva Property. In addition, the Operations by their nature change the natural or existing terrain of the Geneva Property and may affect the views across and other natural conditions on the Geneva Property.

4.2 The use and occupancy of any Lot may involve exposure to such conditions.

4.3 The Operations shall not be deemed to be a nuisance, private or public. The Operations may be conducted on all or a part of the Geneva Property for so long during the Term as the Geneva Property Owner determines that it is in its best interests to conduct such operations.

4.4 No Owner shall take any action, directly or indirectly, to seek the curtailment, cessation or interruption of the Operations including but not limited to, any action in which such Owner contends that the Operations constitute a nuisance because of changed conditions or any other reason except the negligent conduct of the Operations. Without limiting the foregoing, each Owner hereby covenants and agrees that such Owner will not at any time, directly or indirectly, initiate, maintain, or prosecute, or in any way knowingly aid in the initiation, maintenance, or prosecution, of any claim, demand, cause of action, or proceeding (administrative or otherwise), at law, in equity, or otherwise, against any Geneva Property Owner for any claim, damage, loss, or injury of any kind arising out of or in any way connected with the Operations, except to the extent such Operations involve negligence or intentional misconduct.

4.5 Geneva shall have the sole and absolute discretion to amend, modify or change, in whole or in part, the use, master plan, zoning designation, development conditions and other matters relating to the Geneva Property, or any portion thereof, without any consent or approval of SV or any Lot Owner; provided that the foregoing shall not affect the condition to obtain the Subdivision of the SV Real Property as provided in the Purchase Agreement. Without limiting the generality of the foregoing, each Owner hereby covenants and agrees that such Owner will not at any time, directly or indirectly, initiate, maintain, or prosecute, or in any way knowingly aid in the initiation, maintenance, or prosecution, of any claim, demand, cause of action, or proceeding (administrative or otherwise), at law, in equity, or otherwise, against or in opposition to any Geneva Property Owner of any kind arising out of or in any way connected with any such amendment, modification or change. Nothing set forth in this Declaration shall be interpreted to establish in any Lot Owner or Mortgagee any vested right or interest as against Geneva or any Geneva Property Owner.

5. Duration of Covenants. This Declaration shall continue and remain in full force and effect at all times with respect to the SV Real Property and each part thereof, now or hereafter made subject thereto, for a period commencing on the date of the recordation of this Declaration and continuing until December 31, 2034 (the "Term").

6. Nature of Restrictions. The restrictions and covenants set forth in this Declaration shall be in full force and effect for the Term. Each covenant and restriction created by this Declaration is an appurtenance to the Geneva Property and every portion thereof (but no other real property) and may not be transferred, assigned or encumbered except as an appurtenance to the Geneva Property or any portion thereof. Each covenant and restriction contained in this Declaration shall constitute a covenant running with the land. No breach of this Declaration shall defeat or render invalid the lien of any Mortgage made in good faith and for value. The interests in and rights concerning any portion of the parcels affected by this Declaration shall be subject and subordinate to the arrangement provided for in this Declaration, and the arrangement provided for in this Declaration shall be prior and superior to such interests and rights, as may be necessary to effectuate all of the terms and provisions set forth in this Declaration. The Geneva Property Owner is an intended beneficiary of this Declaration and shall be entitled to enforce the terms and provisions hereof.

7. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Declaration is brought by any party to this Declaration, the prevailing party shall be entitled to

receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding by the prevailing party.

8. General Provisions. This Declaration shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This Declaration shall inure to the benefit of, and be binding on, SV and its successors and assigns. This Declaration constitutes the entire agreement with respect to the subject matter hereof.

9. Modification. This Declaration and any covenant or restriction contained in this Declaration may not be terminated, extended, modified or amended without the consent of each of the Geneva Property Owners, and any such termination, extension, modification or amendment shall be effective on recordation in the Official Records a written document effecting the same, executed and acknowledged by each such Geneva Property Owner; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any Mortgagee holding a Mortgage constituting a lien on any Lot unless such Mortgagee consents to the same in writing.

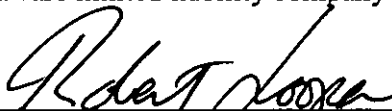
10. Severability. Whenever possible, each provision of this Declaration shall be interpreted to be valid under applicable law. In the event that any condition, covenant or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Declaration and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

11. Waiver. The failure to enforce any particular provision of this Declaration on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

12. Counterparts. This Declaration may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument.

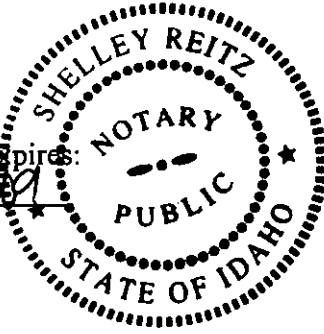
IN WITNESS WHEREOF, the SV has executed this Declaration as of the day and year first above written.

SUMMIT VINEYARD, LLC,  
a Delaware limited liability company

By:   
Name: ROBERT LOUVEL  
Title: VICE PRESIDENT

STATE OF Idaho )  
COUNTY OF Ada ) : ss.

The foregoing instrument was acknowledged before me this 4th day of March, 2005 by Robert Cooper, the vice president of SUMMIT VINEYARD, LLC, a Delaware limited liability company.

My commission expires: 04/07/2009  
  
Notary Public: Shelley Reitz  
Residing at: Boise Idaho

**EXHIBIT A**  
to  
**Seller's Declaration of Covenants and Restrictions**

**SV Real Property Description**

The "SV Real Property" referred to in the foregoing Declaration is located in Utah County, Utah and is more particularly described as follows:

That portion of Section 6, Township 6 South, Range 2 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Lots 3 and 4, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lots 1 and 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.

**EXHIBIT B**  
to  
**Seller's Declaration of Covenants and Restrictions**

**Geneva Property Description**

The "Geneva Property" referred to in the foregoing Declaration includes, but is not limited to, the following property located in Utah County, Utah, and more particularly described as follows:

Beginning at a point on the West right-of-way line of Union Pacific Railroad, said point being also on the East-West center section line of Section 5, and from which point the quarter corner between Sections 4 and 5, Township 6 South, Range 2 East, Salt Lake Base and Meridian, bears North 89°32'30" East 938.64 feet; Northerly along said right-of-way 1093 feet more or less; thence Westerly 50 feet along a straight line perpendicular to said railroad right-of-way; thence Northerly 85 feet parallel to said right-of-way; thence Northwesterly to a point 1251 feet East of the Southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 5; thence West 1251 feet to said Southwest corner of the Northwest Quarter of the Northeast Quarter; thence West 10 chains; thence North 6 2/3 chains; thence West 30 chains; thence North 13 1/3 chains more or less to the Northwest corner of said Section 5; thence West 20 chains; thence South 89°11'30" West 484.31 feet; thence South 0°26'15" West 120.00 feet; thence South 64°43' West 1030.8 feet to the Easterly line of the Denver and Rio Grande Railroad right-of-way; thence Southerly 2398 feet along said right-of-way; thence South 89°32'30" West 874.03 feet more or less to the point of intersection of the said center section line produced within the Utah Lake meander line; thence along said meander line as follows: South 4°41'50" East 959.17 feet; thence South 11°26'40" West 1755.57 feet; thence South 8°34'40" West 350.10 feet; thence South 8°52'0" East 1039.29 feet; thence South 4°45'50" West 1487.45 feet; thence South 7°18'10" East 1177.92 feet; thence South 5°13'10" East 765.50 feet to the intersection of said meander line with the East line of County Road, deed No. 5; thence South 29°19' East 25.94 feet; thence South 9°06' East 600.59 feet to the North line of said County Road; thence South 89°59'38" East 2079.00 feet along said North line of County Road; thence North 68°49' East 372.90 feet to the section line between Sections 7 and 8, above Township and Range; thence South 0°16'10" East 27.72 feet to the corner common to Sections 7, 8, 17 and 18, above Township and Range; thence North 89°20'05" East 2758.11 feet along said Section line to the East



right-of-way of the Denver & Rio Grande Railroad; thence South 30°10'10" East 5269.00 feet along said East railroad right-of-way to the intersection with the West right-of-way of State Highway No. 114; thence North 0°30'40" West 2546.04 feet, more or less, along said West right-of-way of Highway 114, which right-of-way is parallel to and 33 feet West of the center line of said highway; thence South 88°15'38" West 133.31 feet to a fence corner; thence North 89°23'38" West, along a fence, 99.15 feet to a fence corner; thence North 4°18'29" East along a fence 43.84 feet to a fence corner; thence North 63°02'16" West, along a fence 18.39 feet to a fence corner; thence North 3°37'44" East along a fence 362.19 feet to a fence corner; thence North 85°54'53" East along a fence line 18.18 feet to a fence corner; thence North 2°55'15" West, along a fence 39.03 feet to a fence corner; thence North 89°51'49" East, along a fence 65.96 feet to a fence corner; thence North 89°31'52" East along a fence 106.34 feet to a fence corner; thence North 88°41'52" East, 30.76 feet to the West right-of-way line of Geneva Road, Highway U-114; thence North 0°30'40" West 1589.22 feet, more or less, along said West right-of-way line to the section line between Sections 8 and 17, above Township and Range; thence North 89°20'05" East 103.04 feet along said Section line to the West right-of-way fence of the Union Pacific Railroad, said right-of-way fence being parallel to and 33 feet Westerly of the center line of said railroad track; thence North 7°54' West 4818.37 feet, more or less, along said West railroad right-of-way; thence South 82°30'12" West along a fence extended 150.2 feet, more or less, thence North 7°57'36" West along the East side and East side extended of an existing sub-station building 35.24 feet; thence South 82°13'39" West along the South side of a garage 108.33 feet; thence North 11°59'48" West 25.69 feet to a fence; thence North 14°56'37" West along a fence 283.94 feet to a fence corner; thence South 83°36'20" West 29.09 feet to a fence corner; thence North 20°34'54" West along a fence 280.71 feet to a fence corner; thence North 14°56'19" West along fence 1448.27 feet; thence North 8°15'56" West 136.96 feet to a fence; thence North 7°27'14" West along a fence 69.61 feet to a fence corner; thence North 82°14'36" East along a fence 53.65 feet; thence North 3°18'46" West 106.60 feet; thence North 10°55'05" East 92.03 feet; thence North 25°14'35" East 120.70 feet; thence North 40°54'42" East 377.48 feet; thence North 86°07'56" East 127.62 feet, more or less; thence North 7°54' West 422.18 feet, more or less, along said West railroad right-of-way to the point of beginning.

Less and excepting the right-of-way of the Denver and Rio Grande Railroad, which right-of-way is 100 feet wide with boundaries parallel to and 50 feet equidistant from the following-described centerline of said railroad right-of-way:

Beginning at the section line between Sections 8 and 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said point bearing South 89°20'5" West 15.58 feet from the quarter corner between above Sections 8 and 17; thence North 30°10'10" West 4292.66 feet to the intersection with the East-West center line produced of said Section 5, from which point the quarter corner between Sections 5 and 6, above Township and Range, bears North 89°32'30" East 1635.90 feet.

LESS AND EXCEPTING that portion of the Denver and Rio Grande Railroad that is described as follows:

Part of the Southwest quarter of the Northwest quarter of Section 5 and part of the South half of the Northeast quarter of Section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian in the County of Utah and State of Utah, more particularly described as follows:

Beginning at a point marked by an iron pipe in the East line of said Section 6, situate North 00°51'15" West a distance of 461.98 feet from the Southeast corner of the Northeast quarter of said Section 6; thence Westerly on a curve to the left with a radius of 904.88 feet for an arc distance of 32.84 feet to an iron pipe marking end of curve, the long chord of which curve for said arc distance of 32.84 feet bears North 89°29'07" West a distance of 32.84 feet; thence South 89°28'30" West a distance of 1,265.28 feet to an iron pipe; thence North 00°31'30" West at right angles to last described course, a distance of 23.5 feet to an iron pipe set at the beginning of a curve; thence Northwesterly on a curve to the right with a radius of 971.87 feet for an arc distance of 409.63 feet to an iron pipe set in the Easterly line of an undedicated 66.0 foot county road, the long chord of which curve for said arc distance of 409.63 feet bears North 78°27'01" West a distance of 406.61 feet; thence continuing Northwesterly on a curve to the right with a radius of 971.87 feet for an arc distance of 110.93 feet to an iron pipe set in the Westerly line of an undedicated 66.0 foot county road, the long chord of which curve for said arc distance of 110.93 feet bears North 63°06'20" West a distance of 110.87 feet; thence continuing Northwesterly on a curve to the right with a radius of 971.87 feet for an arc distance of 192.63 feet to an iron pipe set in the Easterly line of the main line right-of-way of The Denver and Rio Grande Western Railroad Company, the long chord of which curve for said arc distance of 192.63 feet bears North 54°09'26" West a distance of 192.31 feet; thence North 27°21'30" West along the Easterly line of the mainline right-of-way of said Railroad Company a distance of 106.09 feet to an iron pipe; thence Southeasterly on a curve to the left with a radius of 938.87 feet for an arc distance of 237.75 feet to an iron pipe set in the westerly line of an undedicated 66.0 foot county road, the long chord of which curve

for said arc distance of 237.75 feet bears South 49°40'58" East a distance of 237.11 feet; thence continuing Southeasterly on a curve to the left with a radius of 938.87 feet for an arc distance of 113.98 feet to an iron pipe set in the Easterly line of an undedicated 66.0 foot county road, the long chord of which curve for said arc distance of 113.98 feet bears South 60°24'55" East a distance of 113.91 feet; thence continuing Southeasterly on a curve to the left with a radius of 938.87 feet for an arc distance of 436.40 feet to an iron pipe set at the end of said curve, the long chord of which curve for said arc distance of 436.40 feet bears South 77°12'33" East a distance of 432.48 feet; thence North 00°31'30" West a distance of 23.5 feet to an iron pipe; thence North 89°28'30" East at right angles to last described course a distance of 1265.28 feet to an iron pipe set at the beginning of a curve; thence Southeasterly on a curve to the right with a radius of 984.88 feet for an arc distance of 32.38 feet to a point on the East line of the Southeast quarter of the Northeast quarter of said Section 6, the long chord of which curve for said arc distance of 32.38 feet bears South 89°35'00" East a distance of 32.38 feet; thence continuing Southeasterly on a curve to the right with a radius of 984.88 feet for an arc distance of 250.67 feet to an iron pipe set at end of curve, the long chord of which curve for said arc distance of 250.67 feet bears South 81°21'00" East a distance of 250.00 feet; thence South 74°03'30" East a distance of 327.88 feet to an iron pipe set at the beginning of a curve; thence Southeasterly on a curve to the left with a radius of 904.88 feet for an arc distance of 259.79 feet to an iron pipe set in the West line of the property of Consolidated Western Steel Division of United States Steel Corporation, the long chord of which curve for said arc distance of 259.79 feet bears South 82°17'00" East a distance of 258.91 feet; thence South 00°53'31" East along the West line of the property of said Consolidated Western Steel Division of United States Steel Corporation a distance of 80.0 feet to an iron pipe; thence South 89°28'30" West a distance of 0.26 feet to a point at the beginning of a curve; thence Northeasterly on a curve to the right with a radius of 984.88 feet for an arc distance of 283.05 feet to an iron pipe set at end of curve, the long chord of which curve for said arc distance of 283.05 feet bears North 82°17'30" West a distance of 282.08 feet; thence North 74°03'30" West a distance of 327.08 feet; thence North 74°03'30" West a distance of 327.88 feet to an iron pipe set at the beginning of a curve; thence Northeasterly on a curve to the left with a radius of 904.88 feet for an arc distance of 227.22 feet to the point of beginning, the long chord of which curve for said arc distance of 227.22 feet bears North 81°15'07" West a distance of 226.62 feet.

Less and excepting that portion of 1600 North Street still dedicated for public access lying within said parcel.

Further less and excepting therefrom that portion conveyed to R. W. Investments, L.C., a Utah limited liability company, by that certain Special Warranty Deed recorded February 24, 2003 as Entry No. 27133:2003 of Official Records, and being more particularly described as follows:

Commencing at a point in the Westerly boundary of Geneva Road, Orem, Utah, said point being located North 00°03'08" West along the Section line 442.01 feet and West 53.47 feet from the East Quarter Corner of Section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°35'13" West along a fence line and fence line extended 260.74 feet; thence North 03°49'36" East along a fence line 106.21 feet; thence North 15°42'57" East along a fence line 74.22 feet; thence South 89°23'38" East along a fence line 99.15 feet; thence North 89°53'00" East along a fence line 133.29 feet; thence South 00°21'48" East along said Geneva Road 174.15 feet to the point of beginning.

LESS AND EXCEPTING the Parcels conveyed to Summit Vineyard, LLC, and located as follows:

That portion of Section 6, Township 6 South, Range 2 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Lots 3 and 4, Plat "A", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on September 20, 2004 as Entry No. 106983:2004 and Map Filing No. 10687.

Lots 1 and 2, Plat "B", Lake Side Power Plant Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder, filed on January 24, 2005 as Entry No. 7453:2005 and Map Filing No. 10899.