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WHEN RECORDED MAIL TO:

Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake County, Utah 84111
Attention: Roger D. Henriksen
File 100830-CP

9137973
08/04/2004 04:21 PM \$44.00
Book - 9022 Pg - 4582-4595
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WI 14 P.

CONSERVATION EASEMENT AND RESERVATION OF RIGHTS

This Conservation Easement and Reservation of Rights (the "Easement") is executed this 28th day of July, 2004, by and between Springview Farms II, LC, a Utah limited liability company ("Springview") and Bluffdale City, a body politic of the State of Utah (the "City").

RECITALS:

A. Springview is the owner of a certain tract of real property located Bluffdale City, in Salt Lake County, State of Utah which property is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property").

B. This Easement is being granted for the purpose of preserving and protecting the Property generally as an open space with natural habitat areas and with public trails which are designed to extend, to and over the Property, the existing trails in the Jordan River Parkway system for pedestrian, bicycle, equestrian and related public uses; and accordingly for the purpose of permitting its use for outdoor recreational, trail, stream and scenic purposes, all for the benefit of the public.

C. The Property is clearly visible from many parts of Salt Lake County and will provide a substantial benefit to the members of the general public.

D. The Property's use for public, trail, stream and scenic purposes is consistent with the protection of open land, and the use of the Property for outdoor recreational purposes will contribute to the scenic and active enjoyment of the public.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which is hereby acknowledged, Springview hereby grants and conveys to the City, the following conservation easement with reservations of rights as provided herein.

1. Purpose. This Easement is granted to assure that the Property will be retained and maintained forever predominantly in an "open space" condition intended for substantial and regular recreational use with access reserved to and for the general public, as an extension of the existing Jordan River Parkway system, as provided herein, all of which will contribute to the enjoyment and benefit of the general public. This Easement is granted to prevent any use of the Property that will impair, interfere with or be inconsistent with the foregoing.

2. Definitions. In addition to the terms defined above in this Easement, the following terms shall have the meanings set forth.

a. "Mortgage" means a recorded mortgage, deed of trust or other security agreement creating a lien on the Property.

b. "Mortgagee" means the mortgagee, beneficiary or other secured party under a Mortgage.

c. "Occupant" means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use the Property or any portion of the Property.

d. "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in the Property or any portion of the Property. In the event there is more than one owner of the Property or any portion of the Property involved at the time concerned, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

e. "Master Plan" means the Master Plan for the open space and related trails facilities within the Springview Farms subdivision development which has been approved and adopted by the City, as it may be amended in relevant part from time to time.

f. "Person" means a natural person or a legal entity.

g. "Public Trails" means public trails and streams to be developed and operated on the Property.

h. "Public Trails Facilities" means all buildings, improvements, facilities and systems customarily constructed, operated or maintained in connection with Public Trails as they may exist from time to time either on a permanent or temporary basis including, without limitation, trails designed for pedestrian, bicycle and similar use; equestrian trails; berms; waterfalls; bridges; pathways; storm detention and retention facilities; equipment, maintenance and storage sheds and related facilities; trail head areas for parking, fences, restrooms, drinking fountains, etc; and related lighting, irrigation and drainage systems and facilities.

3. Grant of Easement. Subject to Section 5 hereof, Springview hereby grants to the City a perpetual easement over and across the Property for the purpose of preserving the Property in an open condition for substantial and regular outdoor recreational use by the general public; by way of example, but not limitation, for the Public Trails Facilities (to be constructed) which are designed to access and extend the trails facilities as part of the existing Jordan River Parkway system, all in accordance with the open space

designed into the Master Plan, and subject to the provisions of this Easement. The City shall have the right, at its sole risk and expense, to enter the Property at reasonable times and upon reasonable notice to the Owner of the Property, for the purposes only of inspecting the Property and assessing compliance with the terms of this Easement. Except for those uses expressly provided for in this Easement and subject to the reservations set forth in Section 5 hereof, the Property shall be limited to use as open space for the scenic enjoyment of the public, including the right of access for appropriate use of the Public Trails Facilities thereon by the public, pedestrian, bicycle and other non-motorized (except motorized wheel chair) personal vehicle, and equestrian uses of the Public Trails.

4. Acceptance of Easement. The City hereby acknowledges the Recitals and that it has previously identified the Property as worthy of preservation as open space for public outdoor recreation as part of the Jordan River Parkway system in accordance with the limited development rights reserved and described in this Easement. The City acknowledges that the public will thereby be assured of the opportunity to use the Public Trails Facilities and to thereby enjoy the scenic wildlife habitats and wetlands historically associated with the Property. The City has also determined that this Easement will protect the scenic, ecological, and historic character of land that is locally recognized as being significant to this area and that will continue to be accessible for the outdoor recreation purposes, and visible in large part, by the general public from adjoining public lands and roadways. As a result of this identification and determination, the City hereby accepts this Easement in furtherance of the above-stated purposes.

5. Reserved Rights.

5.1. Notwithstanding the other provisions of this Easement, the Owner shall have the exclusive and nonterminable right to develop, construct, operate and maintain Public Trails and such Public Trails Facilities as may be located on the Property from time to time subject to applicable ordinances and consistent with the open space provisions in the Master Plan. The Owner shall have the right to determine the design and configuration of the Public Trails and Public Trails Facilities subject to approval by the City.

5.2. Furthermore, and consistent with 5.1, the Owner shall have the right to provide for the preservation and protection of the vegetation, wildlife habitats, and wetland areas existing on the Property. The foregoing rights shall include the right to erect and post signs to identify and protect the Property; the right to manipulate vegetation, topography and hydrology through diking, pumping, water management, excavation, island construction, burning, cutting, pesticide application, fertilizing, and other appropriate practices, and to act to protect wildlife from predators. The rights reserved herein shall be exercised in cooperation with and after consultation with the City.

5.3. Notwithstanding anything in this Easement to the contrary, the Owner shall have the right to limit and control access to, and use of, the Property in such manner as it deems to be necessary in order to protect, maintain, repair and operate the Public Trails and the Public Trails Facilities consistent with controls and restrictions applicable to the Jordan River Parkway system. Such right shall include, but not be limited to, the right to prevent or restrict access to the Property for health, safety and security reasons, and the right to prohibit or restrict access to the Property during periods when such access might interfere with the improvement, maintenance, repair and operation of the Public Trails or the Public Trails Facilities.

6. Prohibited Uses.

6.1. No buildings or improvements of any kind may be constructed, built, maintained or operated on the Property at any time except for the Public Trails and Public Trails Facilities.

6.2. The Property shall not be subdivided, nor used for commercial or residential or other dwelling structures, nor for barns, outbuildings or structures other than those which constitute Public Trails Facilities.

6.3. The Property shall not be used by cattle or other livestock.

6.4. The Property shall not be used for motorized vehicles, except in connection with maintenance of the Property.

6.5. The Property shall not be used for the placement of any commercial signs or billboards.

6.6. The Property shall not be used for hunting of wildlife.

6.7. No dumping of refuse or other inappropriate materials shall be permitted on the Property.

6.8. The Property shall not be used for mining, excavating, quarrying, or other mining activities, nor for any use which in any way presents a substantial risk of soil erosion or stream diversion, except in a manner which is consistent with the purposes for this Easement.

6.9. The City acknowledges that Owner has and will continue to make available to the City such documentation as is reasonably sufficient to establish the condition of the Property as of the date of this Easement so as to enable the City to protect those conservation interests described and referred to in Section 4 hereof that could be adversely affected by the exercise of the reserved rights set forth in Section 5 hereof.

6.10. The City shall have the right to enforce the restrictions of this Section 6 by appropriate legal proceedings, including, but not limited to, the right to require restoration of the Property to the extent necessary to remedy any violations of this Section 6.

7. Amendment of Boundaries of Property. The Owner shall have the right from time to time to unilaterally, without the consent of the City or any other Person, expand or reduce any boundary of the Property to conform to the boundary of the Public Trails as designed, built or modified. Any movement of a boundary in excess of fifty (50) linear feet from the prior location of such boundary shall require the consent of the City, which consent shall not be unreasonably withheld.

8. Prohibition on Transfer. The Easement granted hereunder shall not be transferred or assigned by the grantee hereof, whether or not for consideration, unless the grantee, as a condition of the subsequent transfer, requires that (a) the conservation purposes which Easement is intended to advance continue to be carried out by such subsequent transferee, (b) such subsequent transferee is a qualified organization, as defined in Regulation 1.170A-14 of the Internal Revenue Services (the "Regulation"), as such

Regulation may be amended from time to time, and (c) any subsequent transfer of the Easement is to an eligible donee, as set forth in the Regulation.

9. No Public Dedication. Nothing set forth in this Easement shall be deemed to be a gift or dedication of any portion of the fee interest of the Property to the City or for the general public or for any public purpose whatsoever, it being the intention of Springview that this Easement be strictly limited to and for the purposes set forth herein.

10. Effect on Mortgages. This Easement shall not limit or restrict the right of Springview or its successors or assigns to execute, deliver and record Mortgages on the Property or to grant other rights or easements in respect of the Property. The lien or security interest of each Mortgage and each easement or other right created subsequent to the date hereof shall be subject and subordinate to this Easement.

11. Covenants to Run with Land. This Easement and the restrictions and covenants created herein are covenants running with the land and shall be binding upon each Owner, Occupant, and any other Person who acquires or comes to have any interest in the Property, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. Each Owner and Occupant shall comply with, and all interests in the Property shall be subject to, the terms of this Easement. By acquiring, or in any way coming to have an interest in the Property, the Person so acquiring or coming to have such interest in the Property, shall be deemed to have consented to, and shall be bound by, each and every provision of this Easement. The City shall have the right to enforce the restrictions set forth herein by appropriate legal proceedings. Any Owner who conveys its interest in the fee underlying this Easement shall be released from any obligations hereunder arising after the date of such conveyance, and the grantee of such interest shall be deemed to be the "Owner" hereunder from and after the date of such conveyance.

12. Amendments; Termination. Except as set forth in Section 7 hereof, this Easement may be amended or terminated only by an instrument filed for record in the office of the Salt Lake County Recorder, State of Utah that is executed by all of the then current Owners of the Property, Mortgagees and by the City. Neither party hereto shall unreasonably withhold its consent to any request by the other party to amend this Easement so as to meet the reasonable needs or requirements of the requesting party or of any mortgagee or proposed mortgagee of that party so long as such amendments are not materially or adversely inconsistent with the terms of this Easement or violative of any applicable law. The term of this Easement is perpetual and this Easement shall remain in force and effect until terminated pursuant to this Section.

13. Titles, Captions and References. All section titles or captions in this Easement are for convenience of reference only, shall not be deemed part of this Easement and in no way define, limit, extend or describe the scope or intent of any provision of this Easement.

14. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Easement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa

15. Applicable Law. This Easement shall be construed in accordance with and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, Springview has executed this Easement by and through its duly authorized representatives as of the 30 day of August, 2004.

"Springview"

Springview Farms II, LC, a Utah limited liability company
~~By its Manager, Springview Farms, Inc.,~~
~~A Utah corporation~~

By: [Signature]
Johnny Louinis, Jr., President
Its Manager
By: [Signature]
Katherine L. Bair
Its: Manager

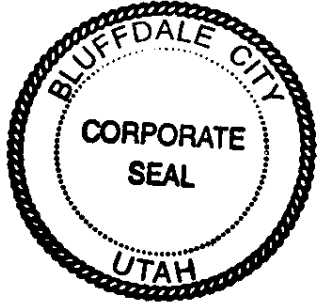
"City"

BLUFFDALE CITY,
A Body Politic of the State of Utah

By: [Signature]
, Mayor

Attest:

[Signature]
County Recorder



STATE OF UTAH }
 }ss.
County of Salt Lake }

On the 30 day of August, 2004, personally appeared before me Johnny Loumis, Jr., and Katherine L. Bair, who being duly sworn did say, for themselves, that they are the managers of Springview Farms II, LC, a Utah limited liability company and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of organization and duly acknowledged to me that said limited liability company executed the same.



Cathy Prestwich

NOTARY PUBLIC

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the _____ day of _____, 200____, personally appeared before me Johnny Loumis, who being by me duly sworn, did say that he is the President of Springview Farms, Inc., a Utah corporation, who is manager of Springview Farms II, L.C, a Utah limited liability company, and that the foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement and signed in behalf of said limited liability company.

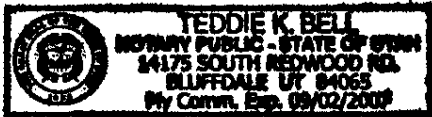
Notary Public

Residing in:

My Commission Expires:

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the 29 day of July, 2004, personally appeared before me Wayne Mortimer, who being by me duly sworn, did say that (s)he is the Mayor of Bluffdale City, a body politic of the State of Utah, and that the foregoing instrument was duly authorized by Bluffdale City.



Teddie K. Bell
Notary Public

Residing in:

My Commission Expires:

Salt Lake County

9-2-07

Exhibit "A"

PARCEL 1:

Beginning at a point on the North line of 14600 South Street as it presently exists, said point being North $89^{\circ}30'13''$ East 515.10 feet along the quarter section line and North $0^{\circ}29'47''$ West 125.53 feet from the West Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $2^{\circ}38'11''$ West 459.58 feet; thence North $56^{\circ}36'00''$ East 8.15 feet; thence North $2^{\circ}34'00''$ West 94.72 feet; thence North $54^{\circ}38'17''$ East 470.66 feet; thence North $40^{\circ}27'36''$ East 77.88 feet; thence South $23^{\circ}17'00''$ West 970.61 feet to the Northerly line of 14600 South Street; thence North $86^{\circ}56'36''$ West 32.17 feet along the Northerly line of 14600 South Street to the point of beginning.

(Note: Bearing and distance from the West Quarter corner of said Section 11 to the Center of said Section 11 equals North $89^{\circ}30'13''$ East 2587.98 feet)

PARCEL 2:

Beginning at a point North $89^{\circ}30'13''$ East 463.05 feet along the quarter section line and North $0^{\circ}29'47''$ West 1743.65 feet from the West Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North $2^{\circ}34'00''$ West 115.30 feet to the Southerly bank of the Jordan River; thence North $75^{\circ}40'05''$ East 28.89 feet along the Southerly bank of the Jordan River; thence North $54^{\circ}58'17''$ East 103.77 feet along the Southerly bank of the Jordan River; thence North $51^{\circ}19'23''$ East 116.06 feet along the

Southerly bank of the Jordan River; thence North 46°13'22" East 121.75 feet along the Southerly bank of the Jordan River; thence North 46°43'30" East 92.20 feet along the Southerly bank of the Jordan River; thence North 36°25'15" East 120.53 feet along the Southerly bank of the Jordan River; thence North 68°28'19" East 147.53 feet along the Southerly bank of the Jordan River; thence South 84°38'00" East 83.95 feet along the Southerly bank of the Jordan River; thence South 69°45'55" East 79.97 feet along the Southerly bank of the Jordan River; thence South 57°40'26" East 150.70 feet along the Southerly bank of the Jordan River; thence South 59°45'06" East 109.69 feet along the Southerly bank of the Jordan River; thence South 69°54'12" East 14.90 feet along the Southerly bank of the Jordan River; thence South 23°17'00" West 426.73 feet; thence Northwesterly 160.52 feet along the arc of a 725.00 foot radius curve to the right, (center bears North 10°03'08" East and long cord bears North 73°36'17" West 160.20 feet, with a central angle of 12°41'10"); thence Northwesterly 16.75 feet along the arc of a 440.00 foot radius curve to the left, (center bears South 22°44'18" West and long chord bears North 68°21'07" West 16.74 feet with a central angle of 2°10'50"); thence North 4°56'26" West 219.26 feet; thence South 85°03'34" West 199.00 feet; thence South 68°35'12" West 141.18 feet; thence South 62°08'29" West 140.32 feet; thence South 33°51'00" West 140.79 feet; thence South 87°26'00" West 68.06 feet to the point of beginning.

(Note: Bearing and distance from the West Quarter corner of said Section 11 to the Center of said Section 11 equals North 89°30'13" East 2587.98 feet)

PARCEL 3:

Beginning at a point on the North line of 14600 South Street as it presently exists, said point being North 89°30'13" East 685.97 feet along the quarter section line and North 0°29'47" West 116.02 feet from the West Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 23°17'00" East 1204.81 feet to the proposed Loomis Village Phase 1 Subdivision; thence along said proposed Subdivision North 57°52'14" East 243.36 feet; thence North 38°42'31" East 280.05 feet; thence North 28°12'57" East 70.11 feet; thence Northeasterly 27.22 feet along the arc of a 835.00 foot radius curve to the left, (center bears North 14°45'46" West and long chord bears North 74°18'12" East 27.22 feet, with a central angle of 1°52'05"); thence Northeasterly 62.03 feet along the arc of a 147.50 foot radius curve to the right, (center bears South 16°37'50" East and long chord bears North 85°25'00" East 61.57 feet, with a central angle of 24°05'41"); thence South 2°02'19" West 197.15 feet; thence South 26°34'43" East 136.31 feet; thence South 5°42'50" East 33.28 feet; thence South 34°11'08" West 195.44 feet; thence South 11°46'30" West 44.99 feet; thence South 3°15'14" West 161.77 feet; thence South 22°29'28" West 115.21 feet; thence South 49°42'54" West 190.18 feet; thence South 30°58'42" West 32.11 feet; thence South 10°37'32" East 59.76 feet; thence South 47°31'16" West 106.80 feet; thence South 52°14'25" West 96.88 feet; thence South 18°00'10" West 235.43 feet; thence South 53°45'43" West 106.83 feet; thence South 1°07'36" West 90.20 feet to the Northerly line of 14600 South Street; thence North 87°34'43" West 93.81 feet along the Northerly line of 14600 South Street; thence North 87°56'15" West 303.05 feet along the Northerly line of 14600 South Street to the point of beginning.

(Note: Bearing and distance from the West Quarter Corner of said Section 11 to the Center of said Section 11 equals North 89°30'13" East 2587.98 feet)

PARCEL 4:

Beginning at a point North 89°30'13" East 1387.86 feet along the quarter section line and North 0°29'47" West 1708.97 feet from the West Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 23°17'00" East 231.58 feet; thence South 52°02'09" East 285.79 feet; thence Southwesterly 120.87 feet along the arc of a 257.50 foot radius curve to the left, (center bears South 10°15'51" West and long chord bears South 86°48'59" West 119.76 feet, with a central angle of 26°53'38"); thence Southwesterly 200.22 feet along the arc of a 725.00 foot radius curve to the right, (center bears North 16°37'50" West and long chord bears South 81°16'51" West 199.58 feet, with a central angle of 15°49'22") to the point of beginning.

(Note: Bearing and distance from the West Quarter corner of said Section 11 to the Center of said Section 11 equals North 89°30'13" East 2587.98 feet)

PARCEL 5:

Beginning at the intersection of the section line and the Westerly bank of the Jordan River, said point being South 88°26'09" West 599.23 feet along the section line from the North Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 12°35'08" West 33.84 feet along the Westerly bank of the Jordan River; thence South 22°47'53" West 123.76 feet along the Westerly bank of the Jordan River; thence South 3°50'52" East 91.63 feet along the Westerly bank of the Jordan River; thence South 17°22'12" West 75.33 feet along the Westerly bank of the Jordan River; thence South 46°23'20" West 121.47 feet along the Westerly bank of the Jordan River; thence South 65°06'54" West 132.23 feet along the Westerly bank of the Jordan River; thence South 69°03'10" West 123.25 feet along the Westerly bank of the Jordan River; thence South 69°21'06" West 80.81 feet along the Westerly bank of the Jordan River; thence along property described in Quit Claim Deed recorded December 31, 1980, as Entry No. 3519553 in Book 5196 at Page 1675 of official records, North 23°17'00" East 512.80 feet; thence South 80°26'04" East 48.64 feet; thence North 44°20'31" East 85.27 feet; thence North 11°14'40" East 89.12 feet; thence North 14°29'21" West 96.81 feet; thence along property described in said Quit Claim Deed North 23°17'00" East 367.75 feet to the Westerly bank of the Jordan River; thence South 59°46'03" East 94.38 feet along the Westerly bank of the Jordan River; thence South 30°54'54" East 74.93 feet along the Westerly bank of the Jordan River; thence South 20°17'03" West 90.55 feet along the Westerly bank of the Jordan River; thence South 28°57'42" West 47.76 feet along the Westerly bank of the Jordan River; thence South 21°46'53" West 57.78 feet along the Westerly bank of the Jordan River; thence South 15°56'20" West 66.46 feet along the Westerly bank of the Jordan River; thence South 6°24'29" East 95.75 feet along the Westerly bank of the Jordan River; thence South 12°35'08" West 69.93 feet along the Westerly bank of the Jordan River to the point of beginning.

(Note: Bearing and distance from the North Quarter corner of said Section 11 to the Northwest corner of said Section 11 equals South 88°26'10" West 2629.22 feet)

PARCEL 6:

Beginning South 88°26'09" West 673.03 feet along the section line and North 729.93 feet from the North Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence along proposed Loomis Village 2 - Parcel A, North 40°03'56"

West 35.45 feet; thence North 55°12'29" West 58.39 feet; thence South 83°30'55" West 66.84 feet; thence South 81°21'10" West 16.46 feet; thence South 71°00'00" West 938.98 feet; thence South 19°30'00" West 310.20 feet; thence South 57°00'00" West 199.20 feet; thence North 85°37'59" West 104.79 feet; thence North 60°18'11" East 20.55 feet; thence North 61°05'44" East 124.16 feet; thence North 60°22'15" East 145.92 feet; thence North 19°19'03" East 134.89 feet; thence North 15°49'56" East 164.03 feet; thence North 63°37'06" East 59.42 feet; thence North 79°22'45" East 113.31 feet; thence North 67°47'44" East 196.50 feet; thence North 66°16'26" East 121.79 feet; thence North 66°24'07" East 166.02 feet; thence North 78°28'55" East 89.74 feet; thence North 80°13'20" East 135.87 feet; thence North 81°21'10" East 102.97 feet; thence North 83°30'55" East 76.83 feet; thence North 80°50'11" East 92.96 feet; thence North 80°15'11" East 52.01 feet; thence South 6°07'25" East 12.87 feet; thence South 80°14'00" West 37.01 feet; thence South 80°49'00" West 8.14 feet; thence South 23°17'00" West 92.14 feet to the point of beginning.

(Note: Bearing and distance from the North Quarter corner of said Section 11 to the Northwest corner of said Section 11 equals South 88°26'10" West 2629.22 feet)

PARCEL 7:

Beginning South 88°26'09" West 821.27 feet along the section line and North 389.60 feet from the North Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence along proposed Loomis Village 2 - Parcel A, North 10°40'30" West 46.17 feet; thence North 14°02'35" East 86.99 feet; thence North 39°04'57" East 85.30 feet; thence North 61°10'41" East 26.92 feet, more or less, to property described in Quit Claim Deed recorded December 31, 1980, as Entry No. 3519553 in Book 5196 at Page 1675 of official records; thence along said property South 23°17'00" West 227.47 feet to the point of beginning.

(Note: Bearing and distance from the North Quarter corner of said Section 11 to the Northwest corner of said Section 11 equals South 88°26'10" West 2629.22 feet)

PARCEL 8:

Beginning South 88°26'09" West 1132.39 feet along the section line and South 324.61 feet from the North Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 23°17'00" West 131.62 feet along the Westerly bank of the Jordan River; thence North 56°18'52" West 51.72 feet along the Westerly bank of the Jordan River; thence North 60°25'21" West 76.18 feet along the Westerly bank of the Jordan River; thence North 62°24'47" West 92.99 feet; thence North 50°05'32" West 77.37 feet; thence North 73°46'54" West 112.73 feet; thence North 83°18'55" West 108.27 feet; thence South 77°21'52" West 69.91 feet; thence South 61°06'17" West 38.69 feet; thence South 57°18'28" West 57.61 feet; thence South 39°40'36" West 122.92 feet; thence South 43°50'15" West 82.64 feet; thence South 35°49'48" West 69.72 feet; thence South 44°16'54" West 118.00 feet; thence South 52°56'00" West 105.59 feet; thence South 54°44'57" West 125.23 feet; thence North 88°25'31" West 78.12 feet along the Westerly bank of the Jordan River; thence North 75°49'44" West 134.58 feet along the Westerly bank of the Jordan River; thence South 73°35'41" West 123.39 feet along the Westerly bank of the Jordan River; thence South 57°26'05" West 147.27 feet along the Westerly bank of the Jordan River; thence South 53°45'58" West 107.48 feet along the Westerly bank of the Jordan River; thence South 47°16'19" West 130.24 feet along the Westerly bank of the Jordan River; thence South 24°37'10" West 108.22 feet along the Westerly bank of

the Jordan River; thence South 15°59'02" West 105.46 feet along the Westerly bank of the Jordan River; thence South 15°15'24" East 118.36 feet along the Westerly bank of the Jordan River; thence South 5°31'45" East 70.05 feet along the Westerly bank of the Jordan River; thence South 46°06'19" West 84.35 feet along the Westerly bank of the Jordan River; thence South 61°05'45" West 68.38 feet along the Westerly bank of the Jordan River; thence South 72°54'39" West 63.66 feet along the Westerly bank of the Jordan River; thence South 89°19'27" West 120.99 feet along the Westerly bank of the Jordan River; thence North 52°59'00" West 119.23 feet along the Westerly bank of the Jordan River; thence North 67°41'16" West 82.55 feet to the Westerly bank of the Jordan River; thence North 48°22'46" West 60.28 feet; thence North 75°34'13" East 50.27 feet; thence along proposed Sage 2 Subdivision, South 85°52'10" East 55.37 feet; thence North 40°23'34" East 282.00 feet; thence North 47°03'14" East 81.99 feet; thence North 65°52'22" East 165.73 feet; thence North 24°37'10" East 38.73 feet; thence North 47°16'19" East 85.84 feet; thence Northeasterly 226.40 feet along the arc of a 425.00 foot radius curve to the left (center bears North 42°43'41" West and long chord bears North 32°00'40" West 223.73 feet, with a central angle of 30°31'19"); thence North 16°45'00" East 164.24 feet; thence North 78°55'00" West 83.74 feet; thence North 9°00'00" West 52.39 feet; thence North 77°52'23" East 158.45 feet; thence North 46°53'39" East 447.46 feet; thence North 35°46'49" East 120.23 feet; thence North 4°15'00" East 38.82 feet; thence Northeasterly 15.12 feet along the arc of a 15.00 foot radius curve to the right (center bears South 85°45'00" East and long chord bears North 33°08'04" East 14.49 feet, with a central angle of 57°46'09"); thence Northeasterly 15.80 feet along the arc of a 60.00 foot radius curve to the left (center bears North 27°58'51" West and long chord bears North 54°28'38" East 15.75 feet, with a central angle of 15°05'01"); thence Northeasterly 20.70 feet along the arc of a 15.00 foot radius curve to the right (center bears South 43°03'52" East and long chord bears North 70°39'05" East 20.11 feet, with a central angle of 47°25'54"); thence along proposed Loomis Village 2 - Parcel A, South 85°37'59" East 114.30 feet; thence South 57°00'00" West 58.74 feet; thence South 59°32'34" East 234.16 feet; thence South 61°53'23" East 170.62 feet; thence South 85°37'59" East 299.64 feet; thence South 63°40'44" East 210.01 feet; thence South 83°35'20" East 130.32 feet; thence North 68°34'00" East 24.62 feet, more or less, to the point of beginning.

(Note: Bearing and distance from the North Quarter corner of said Section 11 to the Northwest corner of said Section 11 equals South 88°26'10" West 2629.22 feet)

PARCEL 9:

A parcel of land, situate in the Southwest and Southeast quarters of Section 2, and the Northwest quarter of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the East line of the Jordan River, which is located South 88°26'09" West 448.12 feet along the section line and North 10.23 feet from the South Quarter Corner of said Section 2, and running: thence North 63°17'37" East 62.55 feet along said river; thence North 64°14'57" East 69.87 feet along said river; thence North 54°20'19" East 90.07 feet along said river; thence North 55°05'42" East 81.12 feet along said river; thence North 12°24'37" East 58.04 feet along said river; thence North 15°49'18" West 70.38 feet along said river; thence North 13°14'36" West 44.62 feet along said river; thence North 9°20'53" West 82.72 feet along said river; thence North 15°18'40" West 97.60 feet along said river; thence North 27°39'01" East 79.91 feet along said river; thence North 18°57'40" East 102.43 feet along said river; thence North 4°35'46" West 59.25 feet along said river; thence North 13°28'23" West 92.24 feet along

said river; thence North 28°04'09" East 96.87 feet along said river; thence North 13°20'04" East 10.61 feet along said river; thence North 32°44'42" East 90.90 feet along said river; thence North 39°13'58" East 86.66 feet along said river; thence North 44°43'02" East 47.13 feet along said river; thence North 8°44'37" West 24.46 feet along said river to the South right of way line of Bangerter Highway; thence North 89°37'46" East 95.94 feet along said highway; thence South 81°50'29" East 153.51 feet along said highway; thence South 0°41'10" East 176.07 feet; thence Southerly 58.04 feet along the arc of a 75.00 foot radius tangent curve to the right (center bears South 89°18'50" West, the long chord bears South 21°28'54" West 56.60 feet and the central angle measures 44°20'09"); thence South 43°38'59" West 6.49 feet; thence Southerly 60.26 feet along the arc of a 100.00 foot radius tangent curve to the left (center bears South 46°21'01" East, the long chord bears South 26°23'12" West 59.35 feet and the central angle measures 34°31'33"); thence South 9°07'26" West 45.94 feet; thence Southerly 30.71 feet along the arc of a 100.00 foot radius tangent curve to the right (center bears North 80°52'34" West, the long chord bears South 17°55'17" West 30.59 feet and the central angle measures 17°35'43"); thence South 26°43'08" West 58.19 feet; thence South 25°38'40" West 97.40 feet; thence South 16°49'26" West 97.79 feet; thence South 24°41'54" West 102.14 feet; thence South 38°08'47" West 81.28 feet; thence South 41°43'47" West 68.73 feet; thence South 42°41'39" West 80.58 feet; thence South 47°18'21" East 104.07 feet; thence South 42°41'39" West 120.38 feet; thence Southwesterly 37.26 feet along the arc of a 300.00 foot radius tangent curve to the left (center bears South 47°18'21" East, the long chord bears South 39°08'09" West 37.24 feet and the central angle measures 7°07'01"); thence North 54°25'22" West 65.68 feet; thence South 55°05'42" West 98.83 feet; thence South 06°52'25" West 167.06 feet to a corner of the Spring View Farms Subdivision, Phase 1A; thence South 72°18'58" West 106.63 feet along said subdivision to the East line of the Jordan River; thence North 10°31'06" East 79.53 feet along said river; thence North 27°38'52" West 106.89 feet along said river to the point of beginning.

(Note: Bearing and distance from the Southwest corner of said Section 2 to the South Quarter corner of said Section 2 equals North 88°26'10" East 2629.22 feet)

Tax Parcel No. 33-11-151-020-0000 & 33-11-127-004-0000 & 33-11-101-006-0000
33-02-300-042-0000 & 33-10-226-003-0000 & 33-11-127-005-0000 & 33-11-127-003-0000
33-11-101-003-0000 & 33-11-101-001-0000 & 33-11-101-001-0000 & 33-10-226-003-0000
33-02-300-012-0000 & 33-11-151-020-0000