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9/20/2019 9:57:00 AM \$48.00  
Book - 10833 Pg - 4555-4570  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 16 P.

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Wade R. Budge  
SNELL & WILMER L.L.P.  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

Parcel Nos.: 22-15-427-022, 22-15-427-023,  
22-15-427-024, 22-15-427-025, 22-15-427-016,  
22-15-427-015, 22-15-427-014, 22-15-427-013,  
22-15-427-012, 22-15-427-007, 22-15-427-021,  
22-15-426-013

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(Space above for Recorder's Use)

#### ACCESS EASEMENT GRANT AND AGREEMENT

THIS ACCESS EASEMENT GRANT AND AGREEMENT ("Agreement") is made and entered into on this 19<sup>th</sup> day of September, 2019 (the "Effective Date"), by and among Deerwood Farms Homeowners Association, a Utah non-profit corporation (the "Association"); JRTS Revocable Trust dated November 14, 2000 ("JRTS"); Mark C. Hardy and Shelley D. Hardy (collectively, "Hardy"); and Joel Peterson ("Peterson"). The Association, JRTS, Hardy and Peterson are sometimes referred to herein individually as a "Party" or collectively as the "Parties".

#### RECITALS

A. Deerwood Farms, LC, a Utah limited liability company ("Declarant") recorded that certain Final Plat for Deerwood Farms Subdivision, Phase 2 dated January 22, 2013 and recorded with the Salt Lake County Recorder (the "Recorder") on February 14, 2013 as Entry No. 11577691 at Book 2013P and Page 28 (the "Original Plat"), which established the subdivision known as "Deerwood Farms Subdivision" (the "Subdivision") and the lots therein. Declarant was incorrectly referenced as Deerwood Farms, LLC on the Original Plat.

B. Declarant subsequently recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision, Holladay, Utah dated April 4, 2013 and recorded with the Recorder on April 5, 2013 as Entry No. 11612139 at Book 10124 and Page 6023 (the "Original Declaration") which affects the Subdivision. Declarant was incorrectly referenced as Deerwood Farms, LLC in the Original Declaration.

C. The Original Plat was subsequently modified by that certain Final Plat for Deerwood Farms Subdivision, Phase 3 – Amending and Vacating a Portion of Deerwood Farms Phase 2, dated August 7, 2014 and recorded with the Recorder on November 13, 2014 as Entry No. 11945273 at Book 2014P and Page 284, which modified the lot lines between lot 3 and lot 4, and relocated the private roadways and associated utilities for lots 1-4, inclusive (the Original Plat, as amended, the "Plat").

D. The Original Declaration was subsequently modified by: (i) that certain Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision – Holladay, Utah dated April 14, 2014 and recorded with the Recorder on April 14, 2014 as Entry No.

11833145 at Book 10223 and Page 6250 which removed Section 3.7 from the Original Declaration, (ii) that certain Supplemental Declaration of Annexation for Deerwood Farms Subdivision, Holladay, Utah dated April 14, 2014 and recorded with the Recorder on April 14, 2014 as Entry No. 11833146 at Book 10223 and Page 6253 which, among other things, annexed certain properties described therein into the Subdivision, and (iii) that certain Second Supplemental Declaration of Partial Deannexation Amending the Declaration of Covenants, Conditions, Easements and Restrictions for Deerwood Farms Subdivision, Holladay, Utah dated May 14, 2019 and recorded with the Recorder on sept. 20, 2019 as Entry No. 13079694, (the "Deannexing Amendment") which deannexed, disconnected and withdrew the certain properties described in the Deannexing Amendment from the Original Declaration. The Original Declaration, as amended by the prior amendments, including the Deannexing Amendment, is referred to herein as the "Declaration".

E. The Deannexing Amendment contemplated the recordation of an access easement for ingress and egress on Deerwood Farms Lane from 6200 South going north to and including the "first subdivision circle" together with that portion of Deerwood Lane heading east up to the boundary line separating lot 5 and lot 6 (as depicted on the Plat), which access easement shall run over real property described on the attached Exhibit A, and consists of the existing road surface area depicted by the shaded area marked "Primary Access Road" on the attached Exhibit B (the "Primary Access Road").

F. The Parties desire to enter into this Agreement to (i) grant the owners of the Deannexing Lots and Remaining Lots (as those terms are defined in the Deannexing Amendment) certain rights and easements in, to, over and across the Primary Access Road; and (ii) confirm certain other covenants and agreements relating to the maintenance, operation and use of the portions of the Primary Access Road, as specified herein.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing Recitals are hereby incorporated to the same extent as if set forth herein in full.

2. **Primary Access Road Easement.** JRTS conveys and grants to the Association and each of the owners of a lot in the Subdivision, upon express condition that each such user comply with the Prohibited Use covenant defined in Section 3 below, a perpetual, nonexclusive and continuous easement and right-of-way the width of which shall approximately equal the average width of the currently paved roadway (the "Primary Access Road Easement") burdening the real property described on Exhibit A, to the extent depicted on Exhibit B, and benefitting each of the lots within the Subdivision, and the properties known herein as the "Peterson Property" and "Hardy Property", each as described as benefitted properties on Exhibit A. Given the width of the Primary Access Road, its suitability for emergency ingress and egress, the character of the community, and the nature of the entitlements for the surrounding area, the Primary Access Road Easement shall be limited to ingress and egress for single-family dwelling use on each benefitted property described on Exhibit A.

3. **Use Covenant.** Each Party and user of the Primary Access Road Easement hereto covenants for itself, its constituents, members, and successors-in-title, to each of the other Parties and owners of the properties benefitted by the Primary Access Road Easement that the Primary Access Road Easement shall not be used to allow any of the benefitted properties to operate or be used for any of the following purposes (each a "Prohibited Use"): (i) any group home, treatment center or other group living arrangement, rehabilitation facility, educational living center, group training living or any other similar activity, (ii) any commercial business, (iii) civic, institutional, or group use (including religious

meeting facility of any denomination); or (iv) any activity contrary to the local zoning ordinance designated now or in the future. The Prohibited Use covenant set forth herein is a perpetual restriction and may be enforced by any Party hereto or intended third party beneficiary, which enforcement may include maintaining an action for specific performance, mandamus or other equitable relief.

4. **Novation of Previously Granted Easements, Secondary Access Right.** Each Party hereto agrees, and by use of the Primary Access Road Easement confirms and acknowledges its agreement, that any previously granted access easement over the area covered by the Primary Access Road Easement is hereby replaced by this Agreement and that this Agreement effects a novation of any such prior access easement or access grant. Nothing in this Agreement shall terminate existing secondary and emergency access rights noted in plats or other instruments as they relate to properties described in this Agreement.

5. **Annual Maintenance of the Primary Access Road.** The ongoing maintenance of the Primary Access Road, including, without limitation, maintenance of the entrance gate from 6200 South, mailbox, phone line, road, asphalt maintenance, utilities, weed and trash removal, snow removal and insurance to the extent occurring within the Primary Access Road Easement, shall be the shared obligation (the "**P.A.R. Maintenance**") on the basis described below; provided, however, that each Party, or user, shall repair any damage to the Primary Access Road caused by said Party, or said Party's permittees, or authorized user of the Primary Access Road Easement. The expense for the P.A.R. Maintenance will be made only for expenditures accompanied by a written receipt. A Party proposing any P.A.R. Maintenance activity that will cost more than Five Hundred Dollars (\$500.00) shall receive prior written approval from the other Parties before incurring such expense. If a Party fails to obtain written pre-approval from the other Parties, then the other Parties are not obligated to reimburse their respective portion of that particular P.A.R. Maintenance expenditure. The expense for the P.A.R. Maintenance shall be allocated as follows:

| <b>Owner<sup>1</sup></b> | <b>share of expense</b> |
|--------------------------|-------------------------|
| Association              | 5/12                    |
| JRTS                     | 4/12                    |
| Peterson Property        | 2/12                    |
| Hardy Property           | 1/12                    |

The P.A.R. Maintenance Budget for Fiscal 2018 is set forth on Schedule 1. Fiscal 2018 is defined as the period beginning on the date of execution of this Agreement and running through December 31, 2018. For subsequent years, the Association will present an Annual Calendar Budget for review and approval by the Parties during the month of December for the upcoming calendar year. The P.A.R. Maintenance expenses will be paid in full by January 5<sup>th</sup> of the Annual Calendar Budget Year.

6. **2018 Capital Improvement and Tree-Lined Road Work.** Certain asphalt overlaying maintenance on the Primary Access Road and adjoining private road called the Tree-Lined Road (as depicted on **Exhibit B**) was performed in the spring of 2018, including overlaying an appropriate amount of asphalt over the existing road surfaces of the Primary Access Road and the Tree-Lined Road (the "**2018 Maintenance**"). The below terms shall apply to this particular work:

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<sup>1</sup> As of the date of this recording, JRTS is the owner of Lots 6, 7, 8, and 9 in the Subdivision, more particularly described on Exhibit A. The Peterson Property and Hardy Property are each defined on Exhibit A.

- (a) Bids/Process. The Association received a bid of \$51,000.00 to do overlay work on the Primary Access Road and the Tree-Lined Road this autumn. The written bid was made available to all Parties. By executing this Agreement each Party hereby approves the overlay work and the aforementioned bid. The Parties acknowledge that the 2018 Maintenance included work outside of the P.A.R. Maintenance and that after the 2018 Maintenance all future P.A.R. Maintenance work shall be strictly in accordance with Section 5 above.
- (b) Payment. By executing this Agreement each Party hereby acknowledges and agrees that the 2018 Maintenance expenses have been paid in full.

7. Historical Charges. JRTS and Hardy hereby agree to reimburse to the Association, upon execution of this Agreement, those amounts set forth on Schedule 2 in consideration of certain historical expenses incurred by the Association prior to the execution of the Agreement.

8. Enforcement. Any dispute of this Agreement shall be submitted to binding arbitration by an arbitrator mutually agreed upon by the Parties. Each Party shall bear its respective expenses and attorney's fees relating to the arbitration. The arbitrator shall decide the matter applying the applicable law of the State of Utah and applying rules of evidence as adopted by the Supreme Court of the State of Utah. If the Parties do not mutually agree upon an arbitrator or if any party refuses or fails to participate in arbitration, then and in either event any Party may petition the Third Judicial District Court, State of Utah, for an order appointing an arbitrator, compelling all parties to reasonably participate in the proceedings and awarding judgment in favor of the petitioning Party and against the recalcitrant Party for costs and expenses and reasonable attorney's fees incurred in obtaining such order or judgment.

9. Insurance and Joint Liability. The Association will obtain and maintain commercial or comprehensive general liability insurance for liability in connection with the Primary Access Road Easement with limits of liability of not less than One Million Dollars (\$1,000,000.00) covering claims for injury to person, loss of life and damage to property arising out of any single occurrence and not less than Two Million Dollars (\$2,000,000.00) covering such claims in the aggregate during any policy year. Such insurance policy will be carried with a company qualified to do business in the State of Utah and having a general policy holder's rating of not less than A- and a financial rating of VII or better as rated in the most current available "Best's Key Rating Guide." Each Party, for itself and its successors, waives any rights of subrogation against the other Parties for all claims for or with respect to any and all loss of or damage to property arising out of or incident to any peril insured against by such insurance. The costs associated with obtaining such insurance will be included in P.A.R. Maintenance, and will be shared in accordance with Section 5. Any and all liability of any kind or nature not covered by such insurance shall be shared jointly in accordance with the proportional shares set forth in Section 5.

10. Rights Run With The Land/ Intended Beneficiaries. The easement and covenants referenced herein touch, concern, and run with the land and are binding upon all successors-in-title. The

members of the Association, and in particular the owners of lots within the Subdivision, are intended third party beneficiaries of this Agreement, including the Prohibited Use covenant. The term "Party" hereunder shall include any owner of real property described on Exhibit A.

11. **No Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Primary Access Road, and the rights herein created are for the private use and for the benefit only of the Parties hereto, the members of the Association, and their successors and assigns.

12. **Amendments.** This Agreement may be amended only by recording, in the official records of Salt Lake County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of the owners of the properties identified herein, their successors and assigns. Any further subdivision of the lots or properties benefited by the Primary Road Access Easement shall first require an amendment to this Agreement and a reallocation, as applicable, of the expenses related to the P.A.R. Maintenance

13. **Authority.** Each Party, and the individual executing this Agreement below, covenants to the other that he/she has full authority and authorization to enter into this Agreement.

14. **Representation of Counsel.** The Parties acknowledge that they have entered into this Agreement of their own free will after having consulted with their legal counsel and that the firm of Snell & Wilmer has only represented the Association in this transaction.

15. **Captions – Pronouns.** Any titles, captions or subheadings in this Agreement are for convenience only and will not be deemed a part of the context or be considered in any interpretation or construction of it. Whenever the singular or plural numbers are used, they will be deemed to be the other as required. Wherever the present or past tense is utilized and the context or circumstances require another interpretation, the present will include the past and future, the past will include the present and the future, and the future will include the present and past.

16. **Effective Date.** This Agreement shall become binding and effective only after all of the named parties have executed this Agreement identified as the Access Easement Grant And Agreement and all parties have executed the Second Supplemental Declaration of Partial Deannexation Amending the Declaration of Covenants and the Conditions, Easements and Restrictions for Deerwood Farms Subdivision and having both been recorded at the Salt Lake County Recorder's Office. The date of such recording shall be the "**Effective Date**" for purposes of this Agreement.

17. **Miscellaneous.** This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement, including any Exhibits, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement.

*[Signatures and Acknowledgements Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

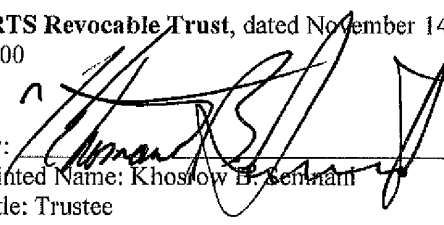
**ASSOCIATION:**

**Deerwood Farms Homeowners Association, a  
Utah non-profit corporation**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JRTS:**

**JRTS Revocable Trust, dated November 14,  
2000**

By:   
Printed Name: Khosrow B. Benham  
Title: Trustee

**HARDY:**

**Mark C. Hardy, individually**

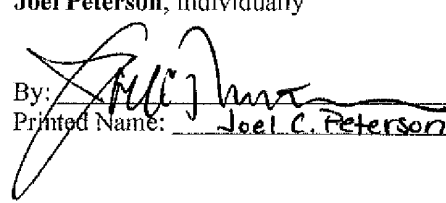
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Shelley D. Hardy, individually**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**PETERSON:**

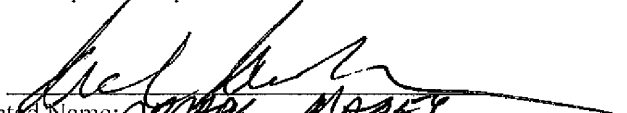
**Joel Peterson, individually**

By:   
Printed Name: Joel C. Peterson

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**ASSOCIATION:**

**Deerwood Farms Homeowners Association, a**  
Utah non-profit corporation

By:   
Printed Name: JOURNAL MASEY  
Title: POB

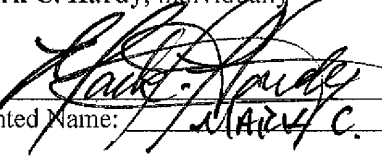
**JRTS:**

**JRTS Revocable Trust, dated November 14,**  
2000

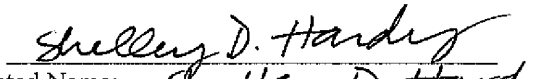
By: \_\_\_\_\_  
Printed Name: Khosrow B. Semnani  
Title: Trustee

**HARDY:**

**Mark C. Hardy, individually**

By:   
Printed Name: MARK C. HARDY

**Shelley D. Hardy, individually**

By:   
Printed Name: Shelley D. Hardy

**PETERSON:**

**Joel Peterson, individually**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**ASSOCIATION:**

**Deerwood Farms Homeowners Association**, a Utah non-profit corporation

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**JRTS:**

**JRTS Revocable Trust**, dated November 14, 2000

By: \_\_\_\_\_  
Printed Name: Khosrow B. Semnani  
Title: Trustee

**HARDY:**

**Mark C. Hardy**, individually

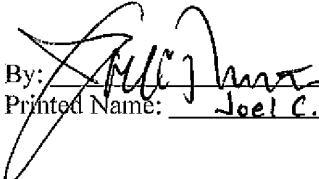
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**Shelley D. Hardy**, individually

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

**PETERSON:**

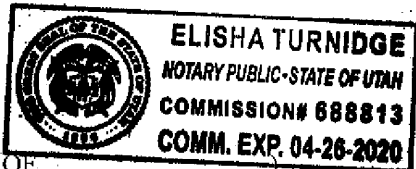
**Joel Peterson**, individually

By:  \_\_\_\_\_  
Printed Name: Joel C. Peterson



STATE OF Utah )  
 : ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 19th day of September, 2019, by Mark Mabey, the President of Deerwood Farms Homeowners Association, a Utah non-profit corporation.



[Signature]  
Notary Public

STATE OF )  
 : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Khosrow B. Semnani, the Trustee of the JRTS Revocable Trust, dated November 14, 2000.

\_\_\_\_\_  
Notary Public

STATE OF Utah )  
 : ss.  
COUNTY OF salt lake )

The foregoing instrument was acknowledged before me this 6th day of September, 2019, by Mark C. Hardy.

[Signature]  
Notary Public



STATE OF Utah )  
 : ss.  
COUNTY OF salt Lake )

The foregoing instrument was acknowledged before me this 6th day of September, 2019, by Shelley D. Hardy.

[Signature]  
Notary Public



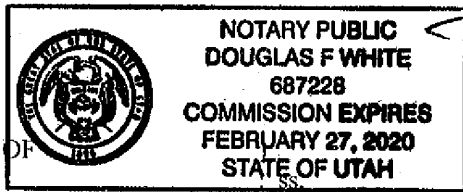
STATE OF )  
 : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, the \_\_\_\_\_ of **Deerwood Farms Homeowners Association**, a Utah non-profit corporation.

\_\_\_\_\_  
Notary Public

STATE OF )  
 : ss.  
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of August, 2019, by **Khosrow B. Semnani**, the Trustee of the JRTS Revocable Trust, dated November 14, 2000.



Douglas F. White  
Notary Public

STATE OF )  
 : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by **Mark C. Hardy**.

\_\_\_\_\_  
Notary Public


STATE OF )  
 : ss.  
COUNTY OF )

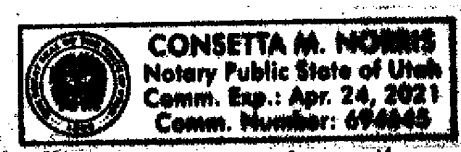
The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by **Shelley D. Hardy**.

\_\_\_\_\_  
Notary Public

STATE OF )  
 : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2019, by Joel Peterson.

  
\_\_\_\_\_  
Notary Public



EXP. 4.24.2021

comm #694645

Schedule 1.

**Deerwood Farms Lane Maintenance Budget  
Fiscal 2018**

|  |                    |                    |
|--|--------------------|--------------------|
| Income   |                    |                    |
| Association Fees,<br>(\$600 Annual Assessment) | \$ 7,200.00        |                    |
| Total Income                                   |                    | \$ 7,200.00        |
| Expenses                                       |                    |                    |
| Bank Service Charge                            |                    | \$ 50.00           |
| Landscaping                                    |                    |                    |
| Grounds Maintenance                            | \$ 1,000.00        |                    |
| Tree Maintenance                               | <u>\$ 1,000.00</u> |                    |
| Total Landscaping                              |                    | \$ 2,000.00        |
| Entry Gate Maintenance                         |                    | \$ 1,000.00        |
| Snow Removal                                   |                    |                    |
| Contract                                       | <u>\$ 1,500.00</u> |                    |
| Total Snow Removal                             |                    | \$ 1,500.00        |
| Utilities                                      |                    |                    |
| Electric                                       | \$ 500.00          |                    |
| Telephone                                      | <u>\$ 650.00</u>   |                    |
| Total Utilities                                |                    | \$ 1,150.00        |
| Insurance                                      |                    | <u>\$ 500.00</u>   |
| Total Expenses                                 |                    | <u>\$ 6,200.00</u> |
| Reserve  |                    | <u>\$ 1,000.00</u> |
| Net Income                                     |                    | <u>\$0.00</u>      |

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**Schedule 2.**

Historical Operating & Capital Expenses

Historical Operating Expenses:

|                   |                   |
|-------------------|-------------------|
| -Lane Maintenance | \$1,061.32        |
| -Snow Removal     | \$ 997.57         |
| -Gate Maintenance | \$1,323.33        |
| -Telephone        | <u>\$2,160.00</u> |

-Total **\$5,542.22**

Historical Capital Expenditures:

|             |            |
|-------------|------------|
| -Mailbox    | \$2,550.00 |
| -Entry Gate | \$2,604.00 |

-Total **\$5,154.00**

Total Historical Operating & Capital Expense:

|                       |            |
|-----------------------|------------|
| -Operating Expenses   | \$5,542.22 |
| -Capital Expenditures | \$5,154.00 |

-Total **\$10,696.22**

**Cost per Lot (1/10) = \$1,070**

| Owner       | share of expense |
|-------------|------------------|
| Association | \$5,350.00       |
| JRTS        | \$4,280.00       |
| Hardy       | \$1,070.00       |

**Exhibit A**

Real Property Affected by Primary Access Road Easement

**Burdened property:**

Lot 6, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 7, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

APNs: 22-15-427-015, 22-15-427-014

**Benefited property:**

***Subdivision:***

Lot 1, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 2, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 3, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 4, Deerwood Farms Phase 3, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 5, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 6, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 7, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 8, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

Lot 9, Deerwood Farms Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office.

***Peterson Property:***

Beginning at a point which is South 00°17'02" West along the section line 627.32 feet and North 89°42'58" West 772.58 feet from the East quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian, said quarter corner being North 00°17'02" East 2668.24 feet from the Southeast corner of said Section 15, said point being on the Easterly line of

that certain parcel as conveyed by Quit Claim Deed to Mary S. Harris, recorded December 19, 1977 as Entry No. 3039909 in Book 4597 at Page 772 in the office of the Salt Lake County Recorder; thence North 24°45'00" West along said Easterly line 102.32 feet to a point on the South line of Cottonwood Acres No. 2 Subdivision, according to the official plat thereof; thence North 89°56'40" East along said South line 630.00 feet; thence South 00°03'20" East 390.02 feet; thence South 89°56'40" West 281.32 feet to a point on the Easterly line of that certain parcel as conveyed by Quit Claim Deed to Mallinckrodt No. 2, Ltd., a Utah limited partnership, recorded December 3, 1999 as Entry No. 7525996 in Book 8327 at Page 3115 in the office of the Salt Lake County Recorder; thence along said Easterly line the following two courses: (1) North 21°40'16" West 130 feet; (2) North 55°43'45" West 312.46 feet, to the point of beginning.

AND

Beginning North 89°56'42" East 40.3 feet from the Southwest corner of Lot 1, Deerwood Farms Phase 2 Subdivision; thence South 00°03'20" East 390.02 feet; thence South 89°56'40" West 281.32 feet; thence North 21°40'16" West 130 feet; thence North 55°43'45" West 312.46 feet; thence North 24°45'00" West 102.32 feet, more or less to the South line of Cottonwood Acres No. 2 Subdivision; thence Westerly to the most Northerly corner of Deerwood Farms Phase 2; thence South 24°45'03" East 102.33 feet; thence South 55°43'45" East 312.46 feet; thence South 21°40'16" East 130 feet; thence South 55°50'12" East 106.27 feet; thence North 75°46'58" East 141.93 feet; thence North 65°47'28" East 124.41 feet; thence North 364.15 feet; thence South 89°56'42" West 51.63 feet to the beginning.

***Hardy Property:***

Beginning at a point South 00°17'02" West along the section line 98.83 feet and North 89°47'20" West 220.257 feet and South 00°03'20" East 431.969 feet and South 89°56'40" West along said South line of Cottonwood Acres No. 2 Subdivision as recorded with the Salt Lake County Recorder's office a distance of 597.696 feet from the East quarter corner of Section 15, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 19°26'46" West 133.000 feet; thence South 37°01' West 218.840 feet; thence South 89°56'40" West 68.684 feet to the East line of said Cottonwood Acres No. 2 Subdivision; thence North 00°03'20" West along said East line 299.978 feet to the South line of said Cottonwood Acres No. 2 Subdivision; thence North 89°56'40" East along said South line 245.002 feet to the point of beginning.

APNs: 22-15-427-022, 22-15-427-023, 22-15-427-024, 22-15-427-025, 22-15-427-016, 22-15-427-015, 22-15-427-014, 22-15-427-013, 22-15-427-012, 22-15-427-007, 22-15-427-021, 22-15-426-013

**Exhibit B**

Depiction of Primary Access Road and Tree-Lined Road

