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08-051-0021 to 0023,  
0114, 109, 0110, 0032, 0118,  
08-053-0012, 0013, 0046

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

Davis County  
Attention: County Attorney  
P.O. Box 618  
Farmington, Utah 84025

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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1997 FEB 27 3:29 PM FEE 73.00 DEP NT  
REC'D FOR ASSOCIATED TITLE COMPANY

97 11

**WETLANDS EASEMENT**

THIS WETLANDS EASEMENT (the "Easement") is entered into as of October 16, 1996 (the "Effective Date"), by and among Davis County, a body politic of the State of Utah (the "County"), Farmington City, a Utah municipal corporation (the "City"), and Prows, Becknell & Alles, L.L.C., a Utah limited liability company ("Master Developer"), (the County, City and Master Developer are hereinafter collectively called the "Parties") on the basis of the following facts:

**W I T N E S S E T H:**

A. This Easement is given in connection with (a) that certain Wetlands Development Agreement dated as of October 16, 1996 (the "Wetlands Development Agreement") between the Master Developer and the County; and (b) that certain Master Development Agreement dated as of October 16, 1996 (the "Master Development Agreement") between the Master Developer and the City.

B. This Easement pertains to the development of approximately 123.676 acres of land located in the City of Farmington (the "City") west of Highway 89 and south of Shepard Lane as more particularly described in Exhibit "A" attached hereto (the "Development Area"). Master Developer and the County have the right and power to acquire all portions of the Development Area except those owned by the City.

C. Master Developer has presented to the City a master concept development plan for the Development Area a copy of which is attached as Exhibit "B" attached hereto and made a part hereof. Based upon that master concept development plan, Master Developer is working with the City to finalize a master development plan for the Project (the "Master Plan").

D. Pursuant to the Master Plan, the Development Area shall be developed as a planned commercial/residential/business development and will include commercial, office and condominium uses as well as an enhanced wetland and ecological preserve. The Development Area is to be divided into the following seven areas all as depicted on Exhibit "B" attached hereto: (1) the "R-4 Residential Zone A;" (2) the "R-4 Residential Buffer Zone;" (3) the "Business Park Zone;" (4) the "Commercial Zone;" (5) the "Church Access Zone;" (6) the "Wetlands Area;" and (7) the "Park Parcel." The foregoing first five zones are hereinafter collectively called the "Project."

E. The Wetlands Area is composed of the following three sections described on Exhibit "C" hereto: (1) the land that Master Developer shall acquire and convey to the County consisting of approximately 10.90 acres (the "Master Developer Wetlands Property"); (2) the land that the County shall acquire through acquisition or eminent domain from private parties consisting of approximately 39.356 acres (the "County Wetlands Property"); and (3) the land including a water detention basin that the City shall convey to the County for wetlands purposes consisting of approximately 3.15 acres (the "City Property").

F. Master Developer, the master association for the Project (the "Master Association"), individual entities that own and are responsible for the development of any one or more portions of the Project (the "Developers"), and/or the owners associations governing any portion of the Project (the "Owner Associations") shall develop and maintain the Project consisting of approximately 69.18 acres. The County shall develop and maintain the Wetlands Area consisting of approximately 50.256 acres. The City shall own the Park Parcel consisting of approximately 1.09 acres.

#### A G R E E M E N T

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good, valuable and adequate consideration, the Parties hereby agree as follows:

1 Acquisition of Property and Rights. As of the Effective Date (a) Master Developer shall perform all of Master Developer's obligations under Section 1 of the Wetlands Development Agreement including conveyance of the Master Developer Wetlands Property to the County; and (b) the County shall commence and diligently pursue to acquire the County Wetlands Property. At the time that the County acquires each portion of the County Wetlands Property, the County shall ensure that this Easement is recorded against that newly acquired

portion of the County Wetlands Property.

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2 Development and Maintenance. The County shall take all actions and pay all costs necessary to acquire, develop and maintain the Wetlands Area in perpetuity, including the service roads therein, except for the "Perimeter Trail Improvements" defined and discussed below. Portions of the Perimeter Trail Improvements shall be constructed and located within the Wetlands Area as contemplated in the Master Plan. The County shall have no obligation to construct or maintain any portion of the Perimeter Trail Improvements except as set forth in this Easement. The County shall acquire, develop and maintain the Wetlands Area in perpetuity for the preservation and re-establishment of wetlands, flood control, and an enhanced ecological preserve in accordance with the terms of the Wetlands Development Agreement and this Easement. The County shall take all actions and pay all costs necessary to satisfy all the conditions and perform all the obligations under the "404 Permit" issued by the U.S. Department of the Army, Corps of Engineers (the "Corps"), including the "Mitigation Plan" contemplated in the 404 Permit, and this Easement. The County shall perform its obligations under the 404 Permit, including the Mitigation Plan, and this Easement in compliance with all applicable laws and ordinances.

3 Grants.

3.1 Grant By County. The County, on behalf of itself and its successors and assigns, hereby grants to the City, Master Developer, the Master Association, the Developer, the Owner Associations and the general public a nonexclusive, perpetual easement over the Wetlands Area to construct, maintain and use the Perimeter Trail Improvements. This grant extends to after-acquired property in the Wetlands Area.

3.2 Grants by City.

3.2.1 Burke Lane. The City shall grant to the County all of the City's right, title and interest in the portion of Burke Lane located in the Wetlands Area (hereinafter referred to as "Burke Lane"), on the following conditions:

3.2.1.1 Pre-existing Rights. The conveyance of Burke Lane shall be subject to the rights of any sewer improvement districts or other parties already having interests in Burke Lane.

3.2.1.2 Acquisition of Abutting Land. The City shall only convey those sections of Burke Lane abutting Wetlands Area actually owned by the County. Consequently, the conveyance of Burke Lane may occur (a) in its entirety after the

County acquires all of the Wetlands Area abutting upon Burke Lane; or (b) in sections commencing from the west and moving towards the east along Burke Lane as the County acquires the Wetlands Areas abutting those sections of Burke Lane.

3.2.1.3 Petition. The County must deliver to the City a petition with appropriate legal descriptions for the abandonment or vacation of all or any section of Burke Lane abutting Wetlands Area owned by the County.

Upon satisfaction of the foregoing conditions, the City shall commence proceedings to vacate or abandon Burke Lane to the County, and upon completion of that vacation or abandonment, the City shall execute a separate quit claim deed evidencing that conveyance.

3.2.2 City Property. Within 18 months following the Effective Date, the City shall grant to the County all of the City's right, title and fee interest in the City Property for wetlands purposes. The City shall make that conveyance with the understanding that the County shall cooperate with the City, including exchanging land as necessary, to extend a trail through the golf course area adjacent to the City Property. That exchange shall be performed in a manner that complies with all applicable laws.

Prior to the date that the City actually conveys all of its right, title and interest in the City Property to the County, the City shall (i) allow the Master Developer to come on the City Property to construct the Perimeter Trail and (ii) allow the City Property to be used for wetlands and open space purposes consistent with those existing as of the Effective Date. Prior to the conveyance of the City Property to the County, the City shall have the right to remove soil and fill from the City Property in a manner that does not have a material, adverse impact upon the uses contemplated in the immediately preceding sentence. Prior to the conveyance of the City Property to the County, the County shall have no obligation to develop or maintain any portion of the City Property.

#### 4 Perimeter Trail Improvements.

4.1 Components. The "Perimeter Trail," "Perimeter Trail Setback Area" and the "Enhanced Wetlands Buffer" (described below) are hereinafter collectively called the "Perimeter Trail Improvements."

4.1.1 Perimeter Trail. A continuous trail connection (the "Perimeter Trail") shall run from the northwest end of the City Property to the south end of 1100 West (the "Extended Perimeter Trail") and from the south end of 1100 West,

along the perimeters of the R-4 Residential Zone A, the Business Park Zone and the Commercial Zone to sidewalks along Shepard Lane as shown on the Master Plan (the "Primary Perimeter Trail").

4.1.2 Perimeter Trail Setback Area. There shall be an average minimum distance of 20 feet, but in no event less than 10 feet, between the Primary Perimeter Trail and any buildings in the Project (the "Perimeter Trail Setback Area"). There shall be no Perimeter Trail Setback Area along the Extended Perimeter Trail.

4.1.3 Enhanced Wetlands Buffer. There shall be a buffer corridor averaging approximately 25 feet in width along the outer edge of the Primary Perimeter Trail extending into the Wetlands Area (the "Enhanced Wetlands Buffer"). The Enhanced Wetlands Buffer shall be narrower where required by the Corps. There shall be no Enhanced Wetlands Buffer along the Extended Perimeter Trail. The Enhanced Wetlands Buffer shall include grass, natural/riparian shrub and tree plantings. The grasses, shrubs, and trees in the Enhanced Wetlands Buffer shall be species that meet the Mitigation Plan for the Wetlands Area approved by the Corps; however those items shall be planted using only nursery stock meeting the specifications of ANSI Z 60.1, Standards for nursery stock to the extent approved by the Corps.

#### 4.2 Location.

4.2.1 General. The proposed location of the Perimeter Trail Improvements shall be described and submitted to the City for its review and approval at the time Master Developer submits its Master Plan. Subject to the provisions below respecting relocation of the Perimeter Trail Improvements pending acquisition of certain County Wetlands Acquisition Properties by the County, the final location of each portion of the Perimeter Trail Improvements and the amount and the location of plant materials associated therewith shall be approved by the City at the time that the City approves the Master Plan. After the final alignment of the Perimeter Trail Improvements is approved by the City that alignment shall not be changed or modified without the prior written consent of the City. All portions of the Perimeter Trail Improvements located or at any time relocated in the Wetlands Area must also be approved by the City after giving due consideration to input and recommendations received from the County, the Corps, Master Developer, the Master Association and the other Developers and Owner Associations then having an interest in the Project so long as such input and recommendations are received by the City within 30 days following the City's request for the same.

4.2.2 Wetlands Owned By County. Where the County has acquired the land associated with the Wetlands Area

adjacent to any portion of the Project, the Perimeter Trail Improvements along the perimeter of that portion of the Project shall be located in the adjacent Wetlands Area. The Perimeter Trail shall not be located more than 20 feet from the boundary of the Project into the adjacent section of the Wetlands Area.

4.2.3 Wetlands Not Owned By County. Where the County has not acquired the land associated with the Wetlands Area adjacent to any portion of the Project, the Perimeter Trail and the Perimeter Trail Setback Area (but not the Enhanced Wetlands Buffer) along the perimeter of that portion of the Project shall be located in the adjacent area of the Project. Until the County acquires the land associated with the Wetlands Area adjacent to any portion of the Project, the Perimeter Trail and the Perimeter Trail Setback Area located in the Project may be of a temporary nature and construction, except as otherwise set forth herein.

4.2.3.1 Temporary Suspension of Enhanced Wetlands Buffer. Where the Perimeter Trail and Perimeter Trail Setback Area are located in the Project and the County has not yet acquired the land associated with the Wetlands Area adjacent to that portion of the Project, the requirement for the Enhanced Wetlands Buffer shall be temporarily suspended until Davis County acquires the Wetlands Area in question.

4.2.3.2 Relocation. Where the Perimeter Trail and Perimeter Trail Setback Area are located in the Project, all or any portion of the Perimeter Trail and/or Perimeter Trail Setback Area may subsequently be relocated off the Project and into the adjacent Wetlands Area after the County has acquired that adjacent Wetlands Area. The City shall approve the location of the relocated Perimeter Trail Improvements in the Wetlands Area after due consideration of input and recommendations from the County, the Corps, Master Developer, the Master Association and the Developers and Owner Associations owning or governing the land involved in such relocation so long as such input and recommendations are received by the City within 30 days following the City's request for the same. After the Perimeter Trail and Perimeter Trail Setback Area are relocated into the Wetlands Area, all of the Perimeter Trail Improvements shall be constructed in a permanent manner. The relocation of any portion of the Perimeter Trail Improvements shall not alter the rights or obligations associated therewith as otherwise set forth in this Easement. The Master Developer, Master Association, Developer or Owner Association responsible for any portion of the Perimeter Trail and/or Perimeter Trail Setback Area that is relocated under this provision shall take all actions and pay all costs to effect such relocation in a timely manner. Any Perimeter Trail Improvements that have not been relocated pursuant to this Section by the end of the third year

following the City's issuance of a conditional use permit for the Project shall be deemed to be permanently located where they are unless the City thereafter agrees otherwise.

4.3 Construction. The Master Developer shall take all actions and pay all costs necessary to effect the initial construction of the Perimeter Trail and the Perimeter Trail Setback Area in accordance with the Master Development Agreement. The County shall take all actions and pay all costs necessary to construct the Enhanced Wetlands Buffer in accordance with the Mitigation Plan, the Wetlands Development Agreement and this Easement. The County shall not be required to construct an irrigation system in the Enhanced Wetlands Buffer.

4.4 Maintenance. The maintenance responsibilities for the Perimeter Trail Improvements shall continue in perpetuity and include irrigation, landscaping maintenance, clean-up and repair except as otherwise set forth herein.

4.4.1 Perimeter Trail. Upon completion of the initial construction of the Perimeter Trail, the City is hereby granted an easement for use and maintenance of the Perimeter Trail and the City shall take all actions and pay all costs necessary to maintain the Perimeter Trail as determined by the City.

4.4.2 Perimeter Trail Setback Area. Master Developer, the Master Association, Developer or the Owner Association governing any portion of the Project on or adjacent to which the Perimeter Trail Improvements are located shall take all actions and pay all costs necessary to maintain the Perimeter Trail Setback Area corresponding to that portion of the Project.

4.4.3 Enhanced Wetlands Buffer. Master Developer, the Master Association, the Developer, or the Owner Association owning or governing any portion of the Project on or adjacent to which the Perimeter Trail Improvements are located shall take all actions and pay all costs necessary to clean up light trash, trim back plants that encroach over the Perimeter Trail and regularly water the landscaping in the section of the Enhanced Wetlands Buffer corresponding to that portion of the Project. The County shall take all actions and pay all costs necessary to maintain the Enhanced Wetlands Buffer in the same manner as the County maintains the remainder of the Wetlands Area.

4.5 Delegation and Consolidation. Due to the interrelated nature of the construction and maintenance of the Perimeter Trail Improvements, the parties responsible for that construction and maintenance shall, upon their mutual agreement, have the right to use a common contractor or maintenance company

to perform all of those obligations so long as the responsible parties pay their proportionate share of the costs for such services. Those construction and maintenance responsibilities shall be performed in a professional manner customary for the area. Those maintenance responsibilities shall run with the land associated therewith and be binding upon all subsequent owners of such land.

#### 4.6 Use.

4.6.1 Perimeter Trail. The Perimeter Trail may be used for pedestrian, bicycle and emergency/maintenance vehicle purposes. The Perimeter Trail may be used in a reasonable manner to construct and maintain the other Perimeter Trail Improvements.

4.6.2 Perimeter Trail Setback Area. The Perimeter Trail Setback Area may be used for recreational purposes by the Master Developer, the Master Association, Developer or the Owner Association governing any portion of the Project on or adjacent to which the Perimeter Trail Setback Area is located. The general public shall not be allowed to use the Perimeter Trail Setback Area. The Perimeter Trail Setback Area may be used in a reasonable manner to construct and maintain the other Perimeter Trail Improvements.

4.6.3 Enhanced Wetlands Buffer. The Enhanced Wetlands Buffer shall not be used for any purposes other than to construct and maintain the Perimeter Trail Improvements.

5 Indemnification. The Parties expressly agree to indemnify, defend and hold each other and their respective officers, employees, representatives and agents free and harmless from and against any and all losses, liabilities, expenses, claims, costs, suits and damages, including attorneys' fees, arising out of any negligence or breach of the Parties or their respective officers, employees, agents or representatives in performing any of their respective obligations under this Easement.

6 Insurance. Master Developer or the Master Association shall furnish, or cause to be furnished, to the City and the County a satisfactory certificate of insurance from a reputable insurance company, evidencing general public liability coverage for the Project in a single limit of a minimum of two million dollars and naming the City and County as an additional insured.

7 Performance. Each party, person and/or entity governed and affected by this Easement shall perform its respective obligations under this Easement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any



other party, person and/or entity governed and affected by this Easement, the development of any portion of the Development Area or the issuance of certificates of occupancy or other approvals associated therewith.

8 Assignability. The Parties shall not assign, convey, encumber or otherwise transfer their respective obligations under this Easement separate from their respective interests in the Development Area. Other than the foregoing restriction, Master Developer shall have the right to assign, convey, encumber or otherwise transfer its respective rights and obligations under this Easement without limitation. The County and the City shall not assign, convey, encumber or otherwise transfer their respective obligations under this Easement without the prior written consent of each other, Master Developer, the Master Association, the Developers and the Owner Associations. The Master Developer shall require the Master Association, the Developers and the Owners Associations to perform their respective construction, maintenance and other obligations under this Easement at the time that the Master Developer conveys any portion of the Project to those entities, provided that any such assignee shall have the ability to perform the obligations set forth herein in perpetuity. Nothing in this Easement prohibits the rights of the Developers and their successors and assigns from freely transferring, assigning, selling, leasing, encumbering or otherwise conveying their interests in the Project.

9 Headings. Headings contained in this Easement are intended for convenience only and are in no way to be used to construe or limit the text herein.

10 No Third Party Rights. The obligations of the Parties set forth in this Easement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein. Notwithstanding the foregoing, the Corps, the Master Association, the Developers and the Owners Associations shall, individually or jointly, be entitled to enforce any provision of this Easement.

11 Binding Effect. This Easement shall be binding upon the Parties and their respective officers, agents, employees, successors and assigns. The covenants contained herein shall be deemed to run with the Development Area and Wetlands Area and a copy of this Easement shall be recorded in the office of the Davis County Recorder, State of Utah.

12 Term. The term of this Easement shall commence as of the Effective Date and shall continue in full force and effect in perpetuity. Notwithstanding anything herein to the contrary, none of the Parties shall have any obligation under this Easement

until the Master Developer's obligations commence under the Wetlands Development Agreement or the Master Development Agreement.

13 Default. An "Event of Default" shall occur under the Easement if any Party fails to perform its obligations hereunder where those obligations are due and the defaulting Party has not performed the delinquent obligations within 30 days following delivery to the delinquent Party of written notice of such delinquency (the "Notice of Default"). Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a Party shall not be in default so long as that Party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.

14 Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all rights and remedies available at law and in equity including injunctive relief and specific performance. The Parties acknowledge that their obligations under this Easement are unique and may not be compensated by purely monetary damages. Those rights and remedies shall be cumulative. Under no circumstances, even an Event of Default, shall the County have the right to terminate the Easement or take any action that would prohibit or revoke approvals, licenses, permits, uses or other rights associated with the Master Developer, the Master Association, the Developers, the Owner Associations or their respective portions of the Project that are not in default under this Easement.

Furthermore, the non-defaulting Party shall have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party shall reimburse the non-defaulting Party for such costs of curing a default within 15 days following delivery to the defaulting Party of a written notice of such costs along with reasonable support documentation.

15 Third Party Notice and Right To Cure. Any Party that delivers or receives a Notice of Default shall, within three business days of such delivery or receipt, deliver a copy of that Notice to each of the Corps, the Master Association, the Developers and the Owner Associations. Following the delivery of such Notice of Default to such third parties, any of those third parties shall have the right, but not the obligation, to cure the default in question within the longer to occur of (a) 30 days after delivery of such Notice of Default to the third party seeking the cure; or (b) the cure period set forth in the Notice of Default. A cure effected by a third Party shall be accepted by all the other Parties as though made by the defaulting Party. If any third Party effects such cure, that third Party shall have

the right to require the defaulting Party to reimburse that third Party for the reasonable costs (including attorneys' fees) incurred by that third Party in effecting that cure. The defaulting Party shall reimburse the curing third Party for those costs within 30 days following delivery to the defaulting Party of a written invoice and reasonable support documentation for the same.

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16 No Cross-Defaults. If the County, City or Master Developer or any other person or entity subject to this Easement shall create an Event of Default hereunder, only the defaulting Party shall be subject to remedies and none of the other Parties governed by this Easement shall be deemed to be in default in any manner. For example, if the County shall create an Event of Default, the Master Developer or City may exercise its rights and remedies against the County, but shall not take any action that would prohibit or revoke approvals, licenses, permits, uses or other rights associated with the Master Developer, the Developers or their portions of the Project.

17 Costs of Enforcement. The Parties agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue to the prevailing Party from enforcing or defending under this Easement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah and/or the City, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

18 Limitation on Liability. Notwithstanding anything in this Easement to the contrary, no owner, director, officer, employee or agent of any Party, the Master Association, the Developers, the Owner Associations or other entity utilizing the Project shall have any personal, recourse or deficiency liability associated with this Easement or the Development Area.

19 Jurisdiction. The Parties and those subject to this Easement hereby agree that any judicial or arbitration action associated with the Easement shall be taken in the Second Judicial District Court of Davis County, Utah.

20 Estoppel Certificates. Within 10 days following delivery to any Party of a request for an estoppel certificate respecting the status of performance under this Easement, the Party to whom that request was delivered shall deliver to the requesting Party a reasonable estoppel certificate respecting such matters. That certificate shall be addressed to any lenders, purchasers, government agencies or other individuals or entities designated by the requesting Party. A Party's failure

to deliver such estoppel certificate shall be presumed to mean that such Party is not aware of any defaults or delinquencies under the Easement and is estopped from asserting the same.

21 No Waiver. Any Party's failure to enforce any provision of the Easement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in a writing by the Party intended to be benefitted by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

22 Severability. If any portion of the Easement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

23 Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

24 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Easement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

25 Cooperation. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

26 Knowledge. The Parties have read this Easement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

27 Supremacy. In the event of any conflict between the terms of this Easement and those of any document referred to herein, this Easement shall govern.

28 No Relationship. Nothing in this Easement shall be construed to create any partnership, joint venture or fiduciary relationship between the Parties.

29 Notice. All notices or estoppel certificates required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the party for whom intended or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

Farmington City  
Attn: City Manager  
130 North Main Street  
Farmington, Utah 84025

Davis County  
Attn: Chairperson of Board of County Commissioners  
P.O. Box 618  
Farmington, Utah 84025

Prows, Becknell & Alles, L.L.C.  
Attn: Richard Prows  
1070 Oakridge Circle  
Bountiful, Utah 84010

Copies of all notices shall be promptly sent to all parties having a right to cure any Event of Default under this Agreement so long as those parties have delivered to the City, the County and the Master Developer a written request for such notices. The following parties currently have the right, but not the obligation, to cure any Event of Default under this Agreement and hereby request copies of all notices under this Agreement:

Shepard's Creek Homes, L.C.  
Attention: Peter S. Cooke  
132 South 600 East  
Salt Lake City, Utah 84102

ARD Finn Properties  
Attention: R. Kent Buie  
2889 Lucky John Drive  
Park City, Utah 84060

Any Party may change its address for notice under this Agreement by giving written notice to the other Party in accordance with the provisions of this paragraph.

30 Compliance. The Parties shall perform their obligations under this Agreement in compliance with all applicable laws, permits and agreements including the Wetlands Development Agreement and the Master Development Agreement. The County shall have no obligations under the Master Development Agreement.

31 Consents and Approvals. Except as expressly stated in this Easement, the consent, approval, permit, license or other authorization of any party under this Easement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. No consent, approval, permit, license or authorization by any party, or the absence thereof, shall make that party liable in any manner for the matter subject to that consent, approval, permit, license or authorization or the consequences thereof. Any consent, approval, permit, license or other authorization required hereunder from the City or County shall be given or withheld by the City or County in compliance with their respective standard procedures and the applicable laws governing such matter.

32 Exhibits. All Exhibits attached hereto and hereby made a part hereof.

33 Recitals. The recitals are incorporated into this Easement.

34 Amendment. This Easement may be amended only in writing signed by the Parties.

35 Priority. This Agreement shall be recorded against the Development Area junior to the Master Development Agreement and "Covenants" defined therein and the Wetlands Development Agreement, but senior to all Owner Association covenants and debt security instruments encumbering the Development Area.

36 Entire Agreement. This Easement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the County, Corps and City for the Wetlands Area contain the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

IN WITNESS WHEREOF, the Parties have executed this Easement by and through their respective duly authorized representatives as of the Effective Date.

"County"

DAVIS COUNTY,  
a body politic of the  
State of Utah

By: Carol R. Page, Pro Tem  
Gayle A. Stevenson, Chairperson  
Board of County Commissioners

ATTEST:

By: Margene Isom  
Margene Isom,  
Davis County Clerk/Auditor

Approved As To Form:

By: Gerald E. Hess  
Print Name: Gerald E. Hess  
Title: Office of Davis County Attorney

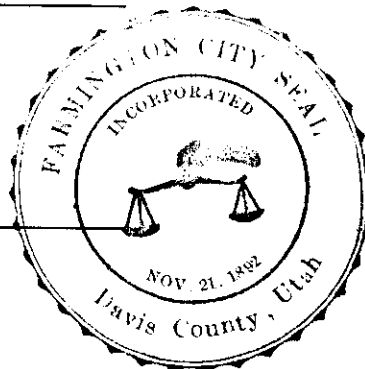
"City"

FARMINGTON CITY,  
a Utah Municipal Corporation

By: Burgoyne Bee  
Mayor

ATTEST:

By: Rona Sharp  
City Recorder



"Master Developer"

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PROWS, BECKNELL & ALLES, L.L.C.,  
a Utah Limited Liability Company

By: *Richard S. Prows*  
Richard S. Prows, Manager

COUNTY'S ACKNOWLEDGEMENT

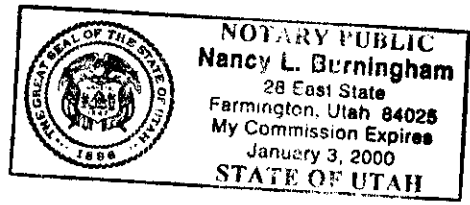
STATE OF UTAH            )  
                                  ) :ss.  
COUNTY OF DAVIS        )

On the 13<sup>th</sup> day of January, 1998, personally appeared before me ~~Gayle A. Stevenson~~ <sup>*Carol A. Page*</sup> who being by me duly sworn, did say that she is the Chairperson of the Board of County Commissioners of Davis County, a body politic of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body and said Chairperson acknowledged by me that the County executed the same.

*Nancy L. Burningham*  
NOTARY PUBLIC

My Commission Expires:  
1-3-2000

Residing at:  
Farmington Utah





CITY'S ACKNOWLEDGEMENT

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

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On the 16<sup>th</sup> day of October, 1996, personally appeared before me Gregory S Bell, who being by me duly sworn, did say that he is the Mayor of Farmington City, a municipal corporation, and that said instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.

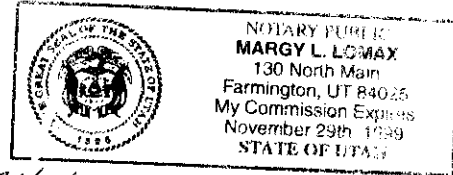
Margy L. Lomax  
NOTARY PUBLIC

My Commission Expires:

11/29/99

Residing at:

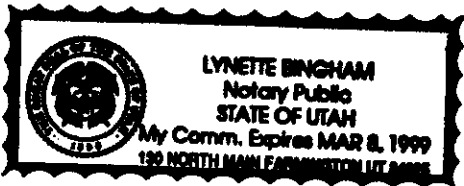
Davis County, Utah



MASTER DEVELOPER'S ACKNOWLEDGEMENT

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

On the 11<sup>th</sup> day of October, 1996, personally appeared before me Richard S. Prows, who being by me duly sworn, did say that he is the Manager of Prows, Becknell & Alles, L.L.C., a Utah limited liability company, and that said 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.



My Commission Expires:

\_\_\_\_\_

Lynette Bingham  
NOTARY PUBLIC

Residing at:

Farmington Utah

EXHIBIT "A"  
LEGAL DESCRIPTION OF  
DEVELOPMENT AREA

E 1306720 S 2077 P 1360

## DESCRIPTION OF TOTAL PROJECT UPLAND AREAS

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

E 1306720 B 2099 P 1361

All that fractional portion of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the south line of 66 foot wide Shepard Lane; thence, along the south line of said Shepard Lane, South 89°41'42" East 44.36 feet to the TRUE POINT OF BEGINNING of the Parcel herein described; thence continue along the south line of said Shepard Lane, South 89°41'42" East 528.01 feet; thence South 333.45 feet; thence South 89°43'17" East 395.96 feet; thence South 3°37'15" East 477.66 feet; thence South 48°37'29" East 261.11 feet; thence South 21°15'52" East 805.21 feet; thence South 14°34'30" West 221.74 feet; thence South 1°07'29" West 777.63 feet; thence North 89°32'45" West 35.30 feet; thence South 206.08 feet; thence North 89°34'29" West 587.70 feet; thence South 34°29'26" West 73.91 feet; thence North 55°30'34" West 280.00 feet; thence North 0°17'17" East 252.04 feet; thence North 89°42'43" West 260.00 feet; thence North 19°48'35" West 279.17 feet; thence South 86°37'26" West 34.04 feet; thence North 89°42'40" West 125.15 feet; thence North 0°08'11" East 0.60 feet; thence North 89°25'55" West 23.19 feet; thence North 19°47'19" West 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet and a central angle of 110°54'49"; thence northeasterly, along the arc of said curve, 48.39 feet; thence South 88°52'30" East 102.71 feet; thence North 0°00'18" East 327.89 feet; thence North 0°15'42" West 332.80 feet; thence North 1°07'18" East 311.61 feet; thence South 88°52'42" East 343.94 feet; thence North 1°07'17" East 636.00 feet; thence North 89°47'42" West 343.98 feet; thence North 1°07'10" East 50.00 feet; thence North 1°05'46" East 233.72 feet; thence South 89°41'57" East 19.33 feet; thence North 0°00'11" East 100.00 feet to the POINT OF BEGINNING.

Containing 71.16 Acres, more or less.

4

DESCRIPTION OF PROPOSED  
WETLANDS AREA

E 1306720 & 2099 P 1362

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that portion of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the southerly line of 66-foot wide Shepard Lane; thence along the southerly line of said Shepard Lane South 89°41'42" East 572.38 feet; thence SOUTH 333.45 feet to an existing fence line on the northerly line of the lands of Farr, as described in the QUIT-CLAIM DEED recorded as entry 383319, Book 520, at Page 888, Davis County Records, and shown on that certain Survey filed as Number 001898, Davis County Surveyor's Office; thence, along said fence line and said property line, South 89°43'17" East 395.96 feet to the TRUE POINT OF BEGINNING of this description; thence describing said parcel of land, South 89°43'17" East 59.35 feet to a point on the westerly right-of-way line of State Highway 89, from which a 2 1/2 inch iron pipe with brass cap, at Station 675+00 bears North 21°16'06" West 334.76 feet; thence along said westerly right-of-way line the following three (3) courses:

- 1) South 21°16'06" East 1680.99 feet;
- 2) South 18°24'06" East 933.67 feet to the beginning of a curve to the right, having a radius of 594.81 feet;
- 3) southwesterly, along the arc of said curve, a distance of 1326.29 feet to a point on the easterly right-of-way line of Interstate Highway 15; thence along said easterly right-of-way line the following nine (9) courses:

- 1) North 70°38'42" West 109.53 feet;
- 2) North 60°41'36" West 416.80 feet;
- 3) North 55°52'29" West 330.36 feet;
- 4) North 55°10'08" West 476.91 feet;
- 5) North 52°08'17" West 791.39 feet to the beginning of a curve to the right, having a radius of 22,798.31 feet;
- 6) northwesterly, along the arc of said curve, a distance of 99.99 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 641+00, 120'RT.;
- 7) North 44°41'33" West 100.50 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 642+00, 130'RT.;
- 8) North 50°20'35" West 623.13 feet to the beginning of a curve to the right, having a radius of 22,788.31 feet;
- 9) northwesterly, along the arc of said curve, a distance of 768.38 feet to the northwesterly line of that certain real property conveyed to The City of Farmington, by SPECIAL WARRANTY DEED, recorded as entry 998127, Book 1545, at Page 501, Davis

WETLANDS AREA  
(continued)

E 1306720 B 2099 P 1363

County Records; thence, along said property line, North 43°03'18" East 175.39 feet to an angle point in said property line; thence continue on said property line South 62°38'42" East 309.65 feet; thence continue on said property line South 49°59'42" East 289.57 feet to the southeasterly corner of said City of Farmington property; thence continue South 49°59'42" East 380.43 feet to the beginning of a curve to the left, having a radius of 350.00 feet; thence easterly and northerly, along the arc of said curve, an arc distance of 599.73 feet to the most westerly corner of Lot 344 of OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; Thence along the boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III the following eleven (11) courses:

- 1) South 37°38'33" East 110.39 feet;
- 2) South 02°03'34" West 88.75 feet;
- 3) South 01°12'59" East 136.92 feet;
- 4) South 19°42'31" East 100.00 feet;
- 5) South 00°25'10" West 70.00 feet;
- 6) South 38°29'12" East 77.10 feet;
- 7) South 00°25'10" West 95.00 feet;
- 8) South 89°34'52" East 202.69 feet to the easterly line of 60-foot wide 1100 West Street;
- 9) North 19°47'19" West, on said easterly line, 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet;
- 10) northeasterly, along the arc of said curve, an arc distance of 48.40 feet to the south line of 60-foot wide 900 North Street;
- 11) South 88°52'30" East, on said south line, 102.71 feet to the easterly boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; thence South 21°15'51" East 357.98 feet to the northerly line of that certain real property conveyed to Max Kerr, being the first parcel of land described in the SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said parcel of land the following seven (7) courses:

- 1) South 89°42'40" East 34.84 feet;
- 2) South 19°47'39" East 276.83 feet;
- 3) South 89°42'43" East 260.00 feet;
- 4) South 00°17'17" West 252.036 feet;
- 5) South 55°30'34" East 280.00 feet;
- 6) North 34°29'26" East 73.914 feet;
- 7) South 89°34'29" East 409.10 feet; thence, leaving said boundary of said parcel of land, South 89°34'29" East 178.60 feet to a point on the westerly line of the second parcel of land conveyed to Max Kerr by SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said lands of Max Kerr, NORTH 206.08 feet to the northwest corner thereof; thence along the north line of

WETLANDS AREA  
(continued)

E 1306720 B 2099 P 1364

last said Kerr parcel, South 89°32'45" East 35.30 feet; thence leaving said Kerr parcel, North 01°07'29" East 777.63 feet; thence North 14°34'30" East 221.74 feet; thence North 21°15'52" West 805.21 feet; thence North 48°37'29" West 261.11 feet; thence North 03°37'16" West 477.66 feet to the point of beginning.

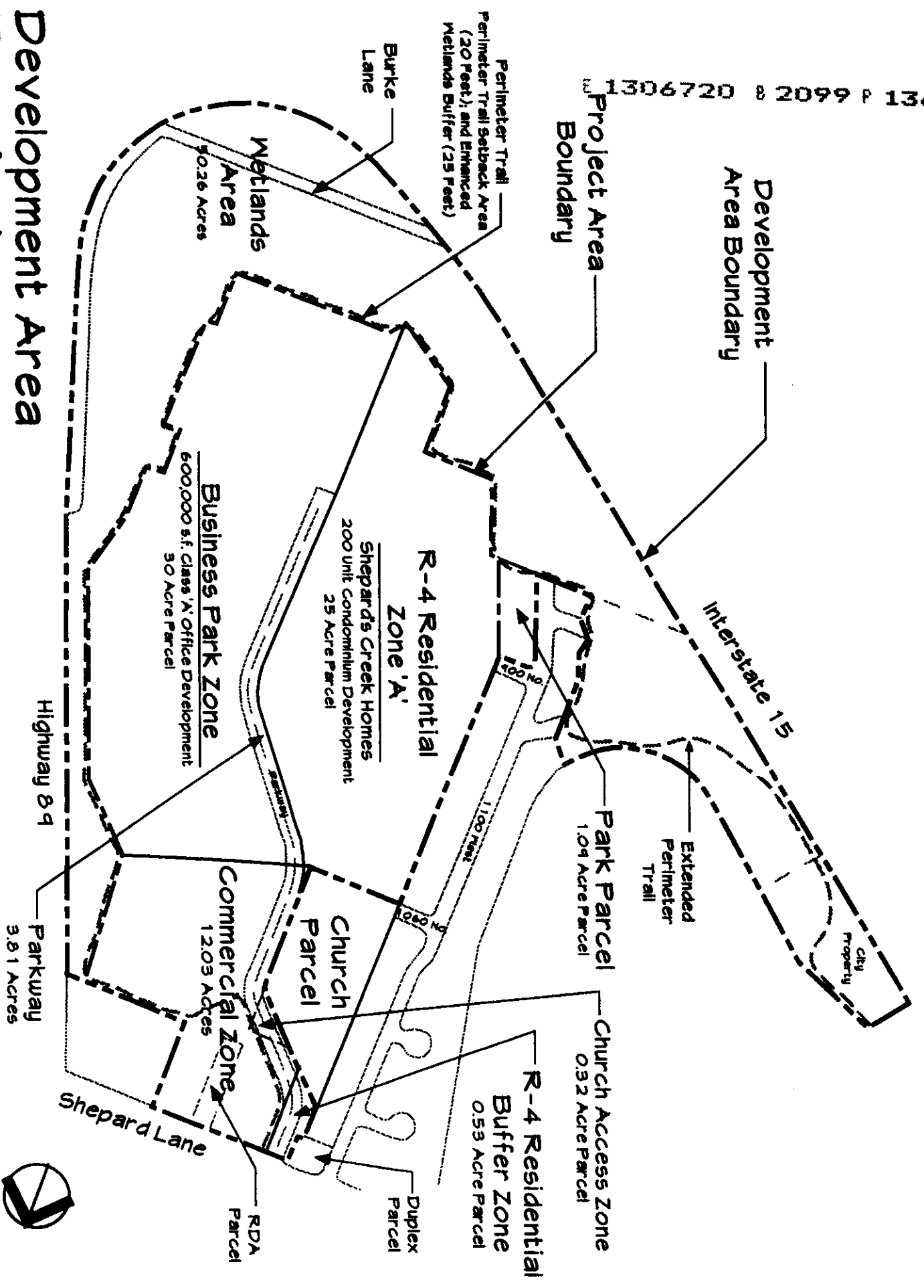
containing 53.406 acres of land more or less.

Subject to existing rights-of-way and easements of record.

2S162700.SWL  
5/21/96

EXHIBIT "B" E 1306720 & 2099 P 1365  
MASTER CONCEPT DEVELOPMENT PLAN

# Development Area Farmingtton Preserve



North  
September 23, 1996 ©



**EXHIBIT "C"**

**LEGAL DESCRIPTION OF E 1306720 & 2099 P 1367**

**WETLANDS AREA**

**DESCRIPTION OF THE ENTIRE WETLANDS AREA**

**DESCRIPTION OF THE MASTER DEVELOPER WETLANDS PROPERTY**

**DESCRIPTION OF THE CITY PROPERTY**

**DESCRIPTION OF THE COUNTY WETLANDS PROPERTY (DETERMINED BY TAKING ALL THE WETLANDS AREA LESS THE MASTER DEVELOPER WETLANDS PROPERTY LESS THE CITY PROPERTY)**

4

DESCRIPTION OF PROPOSED  
WETLANDS AREA

E 1306720 & 2099 P 1368

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that portion of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the southerly line of 66-foot wide Shepard Lane; thence along the southerly line of said Shepard Lane South 89°41'42" East 572.38 feet; thence SOUTH 333.45 feet to an existing fence line on the northerly line of the lands of Farr, as described in the QUIT-CLAIM DEED recorded as entry 383319, Book 520, at Page 888, Davis County Records, and shown on that certain Survey filed as Number 001898, Davis County Surveyor's Office; thence, along said fence line and said property line, South 89°43'17" East 395.96 feet to the TRUE POINT OF BEGINNING of this description; thence describing said parcel of land, South 89°43'17" East 59.35 feet to a point on the westerly right-of-way line of State Highway 89, from which a 2 1/2 inch iron pipe with brass cap, at Station 675+00 bears North 21°16'06" West 334.76 feet; thence along said westerly right-of-way line the following three (3) courses:

- 1) South 21°16'06" East 1680.99 feet;
- 2) South 18°24'06" East 933.67 feet to the beginning of a curve to the right, having a radius of 594.81 feet;
- 3) southwesterly, along the arc of said curve, a distance of 1326.29 feet to a point on the easterly right-of-way line of Interstate Highway 15; thence along said easterly right-of-way line the following nine (9) courses:

- 1) North 70°38'42" West 109.53 feet;
- 2) North 60°41'36" West 416.80 feet;
- 3) North 55°52'29" West 330.36 feet;
- 4) North 55°10'08" West 476.91 feet;
- 5) North 52°08'17" West 791.39 feet to the beginning of a curve to the right, having a radius of 22,798.31 feet;
- 6) northwesterly, along the arc of said curve, a distance of 99.99 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 641+00, 120'RT.;
- 7) North 44°41'33" West 100.50 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 642+00, 130'RT.;
- 8) North 50°20'35" West 623.13 feet to the beginning of a curve to the right, having a radius of 22,788.31 feet;
- 9) northwesterly, along the arc of said curve, a distance of 768.38 feet to the northwesterly line of that certain real property conveyed to The City of Farmington, by SPECIAL WARRANTY DEED, recorded as entry 998127, Book 1545, at Page 501, Davis

WETLANDS AREA  
(continued)

E 1306720 & 2099 P 1369

County Records; thence, along said property line, North 43°03'18" East 175.39 feet to an angle point in said property line; thence continue on said property line South 62°38'42" East 309.65 feet; thence continue on said property line South 49°59'42" East 289.57 feet to the southeasterly corner of said City of Farmington property; thence continue South 49°59'42" East 380.43 feet to the beginning of a curve to the left, having a radius of 350.00 feet; thence easterly and northerly, along the arc of said curve, an arc distance of 599.73 feet to the most westerly corner of Lot 344 of OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; Thence along the boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III the following eleven (11) courses:

- 1) South 37°38'33" East 110.39 feet;
- 2) South 02°03'34" West 88.75 feet;
- 3) South 01°12'59" East 136.92 feet;
- 4) South 19°42'31" East 100.00 feet;
- 5) South 00°25'10" West 70.00 feet;
- 6) South 38°29'12" East 77.10 feet;
- 7) South 00°25'10" West 95.00 feet;
- 8) South 89°34'52" East 202.69 feet to the easterly line of 60-foot wide 1100 West Street;
- 9) North 19°47'19" West, on said easterly line, 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet;
- 10) northeasterly, along the arc of said curve, an arc distance of 48.40 feet to the south line of 60-foot wide 900 North Street;
- 11) South 88°52'30" East, on said south line, 102.71 feet to the easterly boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; thence South 21°15'51" East 357.98 feet to the northerly line of that certain real property conveyed to Max Kerr, being the first parcel of land described in the SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said parcel of land the following seven (7) courses:
  - 1) South 89°42'40" East 34.84 feet;
  - 2) South 19°47'39" East 276.83 feet;
  - 3) South 89°42'43" East 260.00 feet;
  - 4) South 00°17'17" West 252.036 feet;
  - 5) South 55°30'34" East 280.00 feet;
  - 6) North 34°29'26" East 73.914 feet;
  - 7) South 89°34'29" East 409.10 feet; thence, leaving said boundary of said parcel of land, South 89°34'29" East 178.60 feet to a point on the westerly line of the second parcel of land conveyed to Max Kerr by SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said lands of Max Kerr, NORTH 206.08 feet to the northwest corner thereof; thence along the north line of

WETLANDS AREA  
(continued)

E 1306720 & 2099 P 1370

last said Kerr parcel, South 89°32'45" East 35.30 feet; thence leaving said Kerr parcel, North 01°07'29" East 777.63 feet; thence North 14°34'30" East 221.74 feet; thence North 21°15'52" West 805.21 feet; thence North 48°37'29" West 261.11 feet; thence North 03°37'16" West 477.66 feet to the point of beginning.

containing 53.406 acres of land more or less.

Subject to existing rights-of-way and easements of record.

2S162700.SWL  
5/21/96

**DESCRIPTION OF PORTIONS OF PROPOSED WETLANDS AREA UNDER CONTROL OF PROWS, BECKNELL & ALLES, L.L.C.:** All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that portion of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

**PARCEL 1:** Commencing at the Northwest corner of said Section 13; thence South  $00^{\circ}12'06''$  East, along the West line of said Section 13, a distance of 468.75 feet to a point on the Southerly line of 66 foot wide Shepard Lane; thence along the Southerly line of said Shepard Lane South  $89^{\circ}41'42''$  East 572.38 feet; thence South 333.45 feet to an existing fence line on the Northerly line of the lands of Farr, as described in the Quit-Claim Deed recorded as Entry No. 383319, in Book 520, at Page 888, Davis County Records, and shown on that certain Survey filed as Number 001898, Davis County Surveyor's Office; thence along said fence line and said property line, South  $89^{\circ}43'17''$  East 395.96 feet to the true point of beginning of this description; thence describing said parcel of land, South  $89^{\circ}43'17''$  East 59.35 feet to a point on the Westerly right of way line of State Highway 89, from which a 2 1/2 inch iron pipe with brass cap, at Station 675+00 bears North  $21^{\circ}16'06''$  West 334.76 feet; thence along said Westerly right of way line, South  $21^{\circ}16'06''$  East 1643.96 feet to the Northerly line of a frontage road as conveyed to the State Road Commission of Utah; thence along the Westerly right of way line of said frontage road, Southwesterly, along the arc of a curve to the left, having a radius of 75 feet, through a central angle of  $69^{\circ}01'16''$  an arc distance of 90.35 feet; thence continue along right of way line, South  $18^{\circ}24'06''$  East 234.54 feet to the Northerly line of that certain parcel of land conveyed by Warranty Deed recorded as Entry 66685, Book 773, at Page 73, Davis County Records, said point being on the East-West Quarter Section line of said Section 13, and from which a 6 inch square concrete monument with brass plate set at the center of said Section bears South  $89^{\circ}58'33''$  East 960.49 feet; thence along said Northerly line, also being the East-West Quarter Section line of said Section 13, North  $89^{\circ}58'33''$  West 248.16 feet; thence North  $01^{\circ}07'29''$  East 222.11 feet; thence North  $14^{\circ}34'30''$  East 221.74 feet; thence North  $21^{\circ}15'52''$  West 805.21 feet; thence North  $48^{\circ}37'29''$  West 261.11 feet; thence North  $03^{\circ}37'16''$  West 477.66 feet to the point of beginning.

**LESS AND EXCEPTING** the following described property: Beginning at a point 1277.89 feet South  $89^{\circ}52'45''$  West along the Quarter Section line from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; running thence South  $0^{\circ}39'$  West 151.8 feet, thence North  $89^{\circ}52'45''$  East 359.68 feet, more or less, to the West line of a highway, thence North  $18^{\circ}16'30''$  West 159.74 feet along said highway to the Quarter Section line, thence South  $89^{\circ}52'45''$  West 307.89 feet, more or less, to the point of beginning.

**PARCEL 2:** Beginning at the intersection of the Southerly line of that certain parcel of land conveyed by Warranty Deed recorded as Entry No. 66685, Book 773, at Page 73, Davis County Records, with the Westerly right of way line of the frontage road as conveyed to the State Road Commission of Utah, said point being North 89°58'33" West 960.49 feet on the East-West Quarter Section line of said Section 13 and South 18°24'06" East 159.99 feet along said right of way line from a 6 inch square concrete monument with brass plate set at the center of said Section 13; thence describing said parcel of land, South 18°24'06" East 428.95 feet along said right of way line to a point of intersection with the Northerly line of Parcel 2, as described in the document recorded as Entry No. 702566, Book 1035, Page 857, Davis County Records; thence along said Northerly line, and the Northerly line of a parcel of land conveyed by Special Warranty Deed recorded as Entry 939968, Book 1435, at Page 443, Davis County Records, North 89°32'45" West 444.99 feet; thence leaving last said Northerly line, North 01°07'29" East 403.70 feet to the Southerly line of aforesaid parcel of land conveyed by Warranty Deed recorded as Entry 66685, Book 773, at Page 73, Davis County Records; thence along said Southerly line; South 89°58'33" East 301.64 feet to the point of beginning.

**PARCEL 3:** Beginning at a point on the Westerly line of a parcel of land conveyed by Special Warranty Deed recorded as Entry 939968, Book 1435, at Page 443, Davis County Records, said point being North 89°58'33" West 960.49 feet on the East-West Quarter Section line of said Section 13 and South 18°24'06" East 588.94 feet along the Westerly right of way line of the frontage road and North 89°32'45" West 480.29 feet and South 206.08 feet from a 6 inch square concrete monument with brass plate set at the center of said Section 13; thence describing said parcel of land, South 90.92 feet; West 10.00 feet; South 279.94 feet to the North line of Burke Lane; thence along said North line North 89°32'45" West 419.87 feet to the Easterly line of a parcel of land conveyed by Special Warranty Deed recorded as Entry 939968, Book 1435, at Page 443, Davis County Records; thence along said Easterly line the following 3 courses: 1) North 00°25'31" East 110.70 feet; 2) South 89°34'29" East 248.52 feet; 3) North 00°25'31" East 260.00 feet; thence South 89°34'29" East 178.60 feet to the point of beginning.

E 1306720 B 2099 P 1373

**DESCRIPTION OF THE FARMINGTON CITY PARCEL**  
**(Retyped from the Warranty Deed recorded in**  
**Book 1545 at Page 501 Salt Lake County Records)**

Beginning at a point South 569.25 feet and South 89°42' East 26.87 feet and South 1°05'31" West 233.73 feet and South 1°07' West 992.10 feet and South 0°16' East 332.80 feet and South 660.14 feet and North 89°35'08" West 637.93 feet, more or less, to the Easterly line of a Highway, and North 52°13'55" West 30.83 feet and North 44°30'23" West 100.5 feet and North 50°20'53" West 623.13 feet along said highway to the p.c. of a 22,788.31 foot radius curve to the left, and Northwesterly 167.31 feet along the arc of said curve along said Highway (L.C. bears North 50°02'56" West 167.31 feet), from the Northeast corner of Section 14, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington, and running thence Northwesterly 605.977 feet (L.C. bears North 49°22'33" West 605.977 feet) to a corner of the Oakridge Country Club Property; thence along said property North 43°03' East 175.67 feet; thence South 62°39' East 309.65 feet; thence South 50° East 289.57 feet; thence South 40° West 252.86 feet to the point of beginning, containing 3.15 acres, more or less.

Subject to easements, agreements, reservations and restrictions of record.

Thompson-Hysell Engineers has not performed a boundary survey which includes this parcel and therefore makes no claims as to accuracy of this description. This description was re-typed from the original Warranty Deed for clarity.