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BRENDA NELSON, Recorder
MORGAN COUNTY
For: MOUNTAIN GREEN SEWER DISTRICT

\$162.00

(80)

Recording requested by
and when recorded return to:
Wasatch Peaks Ranch, LLC
Attn: Vance Bostock
136 E. South Temple, Suite 2425
Salt Lake City, Utah 84111

FIRST AMENDMENT TO OUT OF DISTRICT SERVICE AGREEMENT AND JOINDER AGREEMENT

This First Amendment to Out of District Service Agreement and Joinder Agreement (this "Amendment") is entered into to be effective as of SEPT. 27th 2021, by and between Mountain Green Sewer Improvement District ("**MGSID**"), Wasatch Peaks Ranch, LLC ("**WPR**") and WPR Utility District ("**Development District**" formed pursuant to Section 3.3 of the Agreement (the "**Development District**" and MGSID, WPR and the Development District are each referred to herein as a "**Party**," and collectively as the "**Parties**").

RECITALS

WHEREAS, MGSID and WPR entered into that certain Out of District Service Agreement dated October 15, 2020 (the "**Agreement**") which affects the real property located in Morgan County, Utah, more particularly described and depicted in attached Exhibit A; and

*ENTRY #153716

WHEREAS, the Development District has been formed, for among other purposes, to own certain sewer facilities located within the Development and to interconnect with the System (as defined in the Agreement); and

WHEREAS, the Parties desire to amend the Agreement to provide, among other things, for the design and construction of the Improvements by MGSID, rather than WPR, and for the joinder of the Development District as a party to the Agreement, all on the terms and conditions set forth below.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined in this Amendment shall have the meaning ascribed to such terms in the Agreement.

2. Amendment of the Agreement: The Agreement is hereby amended such that the term "Agreement" refers to the Agreement as amended from time to time, including by this Amendment. The following sections and subsections are modified or added to the Agreement:

A. Section 1.6 is restated and amended in its entirety to provide as follows:

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Section 1.6 WPR agrees that all sanitary sewer improvements relating to the Development ("**Improvements**") will be designed and constructed in accordance with MGSID design standards and connections to the System will only be made in the manner approved by the Control Board. In the absence of an applicable MGSID design standard, a mutually agreeable standard from American Public Works Association (APWA) or the State of Utah Dept of Environmental Quality (DEQ) will be utilized. Prior to construction of any Improvements within the Development, WPR shall obtain MGSID's review and approval of the design. Following construction of Improvements within the Development and acceptance by MGSID, WPR agrees to convey the Improvements to MGSID.

1.6.1 Design and Installation of System Improvements from WPR Design Point to Treatment Plant. MGSID shall design, install, connect and maintain the sanitary sewer system improvements necessary to: (a) connect the Development from the WPR Design Point to the System; and (b) to convey wastewater generated by the ERUs within the Development at Full Buildout. The term "WPR Design Point" means the WPR Design Connection Point as depicted in Exhibit B, attached hereto and incorporated herein by reference. The improvements to be completed pursuant to this subsection 1.6.1 are:

- (1) the Canyon View lift station (the "**Canyon View Lift**");
- (2) the pressure line, commencing at the Canyon View Lift and terminating at the commencement of the Park Line (the "**Pressure Line**");
- (3) the Park Line, commencing at the terminus of the Pressure Line and terminating at the head works of the treatment plant (the "Park Line"). The Park Line together with the Canyon View Lift and the Pressure Line are collectively known as the "Canyon View Improvements"; and
- (4) the line commencing at the Canyon View Lift, proceeding underneath the Union Pacific Railroad, Interstate 84, and the Weber River, and terminating at the WPR Design Point (the "**Bore Line**"). The Bore Line together with the Canyon View Improvements collectively known as the "**Phase 1 Improvements**", all as depicted in Exhibit B.

The design, installation, connection, and maintenance of the Phase 1 Improvements shall comply with all requirements of MGSID, the State of Utah Department of Environmental Quality and all other entities with jurisdiction over the Phase 1 Improvements and the American Public Works Association, and shall be subject to the prior written approval of WPR Utility District (the "**Development District**"). The Phase 1 Improvements shall be constructed in a manner to provide sufficient sanitary sewer service at least to the ERUs within the Development at Full Buildout after giving effect to all other connections to such Phase 1 Improvements that MGSID may permit. In no event shall the design of the Phase 1 Improvements interfere with buildable areas within the Development without the consent of WPR. MGSID shall use reasonable efforts to cause the

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Phase 1 Improvements to be operational and available for connections by ERUs in the Development no later than April 4, 2022 (the “**Completion Date**”).

1.6.2 Use of Canyon View Improvements. The Canyon View Improvements are being designed to accommodate the needs of both WPR and current and future MGSID customers on the north side of Interstate 84. The parties agree that 70% of the capacity of the Canyon View Improvements will be dedicated and available for the use of WPR (or those to whom WPR grants access) on the upstream side of the WPR Design Point and 30% of the capacity will be reserved by MGSID for use in serving its current and future customers.

1.6.3 Reimbursement Submittal and Payment. All Phase 1 Improvements shall be constructed in compliance with the provisions of this Section 1.6.2. Construction approval and reimbursement submittal for Phase 1 Improvements shall proceed as follows:

- i. Prior to soliciting bids for construction of any portion of the Bore Line, MGSID shall submit its draft request for proposal (“RFP” / Construction Manager / General Contractor (“CMGC) Project Delivery) to the Development District for review of the bid package relating to the Bore Line. The Development District shall have five (5) business days following the Development District’s receipt of the draft RFP to approve the draft RFP or provide its comments to MGSID. Any modifications to the draft RFP proposed by the Development District will be reviewed by MGSID within five (5) business days and distributed to potential contractors for bid, including any contractors the Development District requests. Subject to the Development District’s prior written approval, which shall not be unreasonably withheld, MGSID shall have the discretion to determine whether a potential contractor is qualified for purposes of completing the Bore Line. MGSID shall receive bids from at least three (3) contractors.
- ii. Prior to awarding any contract for the Canyon View Improvements or the Bore Line to a contractor, MGSID shall obtain the Development District’s prior written approval of the budget that will govern such work, including a reasonable contingency, any anticipated third-party engineering costs or inspection costs, and third party testing costs. The budget shall be reviewed and updated if a contractor encounters unknown conditions or conditions that were not reasonably anticipated at the time the contract was signed.
- iii. Upon the selection by MGSID of a contractor for the Canyon View Improvements or the Bore Line, MGSID shall promptly notify the Development District and request a pre-construction meeting with the Development District.

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- iv. During construction of the Phase 1 Improvements, MGSID and the Development District will meet regularly to review the construction schedule, budget, proposed modifications to the approved scopes of work, etc.
- v. Beginning with the month in which MGSID obtains all permits required for the Canyon View Improvements or the Bore Line and within five (5) business days of the end of each month until such project is complete, MGSID shall submit to the Development District invoices, payment history, a report of costs relative to the approved budget, and a construction progress report from the contractor for such project for such month.
 - a. The Development District shall reimburse MGSID for 70% of the reasonable and documented costs incurred by MGSID for the Canyon View Improvements (based on the approved budget for the Canyon View Improvements) within thirty (30) days of the Development District's receipt of such documentation and request for reimbursement. MGSID shall be responsible for the remaining 30% of such costs.
 - b. The Development District shall reimburse MGSID for 100% of the reasonable and documented costs incurred by MGSID for the Bore Line (based on the approved budget for the Bore Line) within thirty (30) days of the Development District's receipt of such documentation and request for reimbursement.
 - c. For the avoidance of doubt, the Development District shall not be obligated to reimburse MGSID for any Improvements until MGSID, or the contractor selected by MGSID to perform the work, has obtained all required permits relating to such work. The Development District will, proportionally as described above, reimburse monthly MGSID for Design and Permit cost per the above. MGSID shall use reasonable efforts to (i) cause the Pressure Line to be completed at a cost not to exceed \$32,000; and (ii) cause the Park Line to be completed at a cost not to exceed \$125,000.
- vi. Within five (5) days of substantial completion of any Phase 1 Improvement project, MGSID shall have an engineering firm with substantial experience in design and testing of sanitary sewer facilities to inspect and test the completed work and shall provide the results of such testing to the Development District. The Development District shall notify MGSID of any objection it may have to such results within ten (10) business days of the Development District's receipt of the test results. Prior to the Completion Date, MGSID, or the contractor selected by

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MGSID to perform the work, shall rectify any objections timely received from the Development District.

- vii. MGSID will own, operate and maintain all of the Phase 1 Improvements and neither WPR nor the Development District is obligated to provide any warranty for the Phase 1 Improvements. Until such time as MGSID has been paid in full for the Phase 1 Improvements, MGSID may refuse to allow WPR, the Development District or any other person or entity the right or ability to make any connection to the WPR Design Point.

1.6.4 MGSID Impact Fees for Additional Users.

a. With the prior written approval of WPR, other parties may connect to or use the sewer collection system upstream of the WPR Design Point. Any reimbursement to WPR from a third-party for costs associated with WPR's share of construction of the Phase 1 Improvements shall be negotiated between WPR and such third party. However, a third party shall not be allowed to discharge wastewater at or upstream from the WPR Design Point until the third party has paid the appropriate impact fee charged by MGSID, signed a service agreement with MGSID and agreed to comply with the generally applicable terms and conditions of service adopted by MGSID and as such terms and conditions may be amended from time to time.

b. Any approval by WPR for a third party to connect to the WPR Design Point will reduce the available capacity of the Bore Line to accommodate Full Buildout and must be accounted for in the number of ERU's constructed as part of the Development.

c. MGSID shall not allow any third-party connection downstream of the WPR Design Point to use the capacity of the Canyon View Improvements in a manner that would limit or interfere with WPR's ability to achieve Full Buildout.

B. Section 1.11 is restated and amended in its entirety to provide as follows:

Section 1.11 WPR will, with or prior to final platting, provide utility easements for the Improvements, which will include the use of any general utility easement or street shown on a plat within the Development and any other easement which may be necessary for MGSID to operate and maintain the Improvements.

1.11.1 Easements for Bore Line. Prior to MGSID commencing construction of the Bore Line, WPR shall grant to MGSID, for no additional consideration, all easements and rights of access within the Saunders Property, the Development and any other property across which the Bore Line passes or that is necessary for the construction and installation of the Bore Line. All such easements shall be at least 20 feet wide and shall provide for sufficient "turnaround" of MGSID vehicles and, from and after the Completion Date, shall provide for sufficient

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maintenance space to ensure operation of all MGSID facilities, both existing and proposed associated with the Bore Line. The location of such easements and rights of access shall be subject to the prior written approval of WPR and MGSID.

C. Section 2.3 is restated and amended in its entirety to provide as follows:

2.3.1 Operation and Maintenance. From and after the Completion Date of the Phase 1 Improvements, MGSID shall operate and maintain the Phase 1 Improvements in the same manner and to the same standards as the rest of the System.

D. Section 2.11 is restated and amended in its entirety to provide as follows:

2.11 No Conflict. MGSID is not aware of any other laws or regulations that would prevent MGSID from treating the Development's sewage or operate and maintain the Improvements.

E. Section 3.1 is restated and amended in its entirety to provide as follows:

Section 3.1 If WPR or its successors violate any of the terms of this Agreement or any of the ordinances, rules or regulations adopted by MGSID, as they now or may hereafter exist, MGSID may give written notice of the violations to WPR or its successor. If the violation is not corrected within 90 days of the date of such notice, or within such other period of time as MGSID may allow under the circumstances, MGSID may proceed with a disconnection process giving reasonable time for the separation of non-compliant Improvements from the System. In no event shall the separation process exceed 1.5 years. WPR shall not reconnect said system until the violation has been corrected and the cost of such disconnection and reconnection shall have been paid.

3.1.1 Development District Default. For purposes of Section 3.1, the Development District shall be considered to be a successor of WPR.

F. Section 3.2 is hereby restated and amended in its entirety to provide as follows:

3.2 MGSID Default. If MGSID violates any of the terms of this Agreement, WPR and/or the Development District may give notice of each such violation, in writing, to MGSID. If the violation is not corrected within 90 days of the date of such notice, or within such time as may be reasonably required under the circumstances, WPR and/or the Development District may terminate this Agreement upon 30 days' written notice of intent to terminate. Additionally, WPR may elect to terminate this Agreement at its option with cause upon six months' prior written notice to MGSID and the Development District and following any required separation process.

G. Section 3.3 is restated and amended in its entirety to provide as follows:

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Section 3.3 If a local district (the “**Local District**”), as described in Utah Code Title 17B, is formed to provide sewer service within the Development, this Agreement may be amended with the written consent of MGSID and the Local District to have Improvements conveyed to the Local District and service provided to the Development through an interlocal agreement between MGSID and the Local District or in such other manner as the Parties may deem mutually beneficial.

3.3.1 Development District.

a. The Development District, at such time as it is recognized as a Local District, and MGSID shall act in good faith to negotiate an interlocal agreement for the Development District to connect facilities owned by the Development District (whether currently existing or later constructed), to the System such that ERUs within the Development connecting to the Development District’s facilities receive the services from MGSID contemplated by this Agreement.

b. To the extent necessary to give effect to the terms of this Agreement, the Development District shall comply with all of the terms of this Agreement as if it was WPR.

c. This Agreement may be amended with the written consent of MGSID and the Development District to have Improvements upstream of the WPR Design Point that (i) are owned by MGSID; and (ii) have been constructed by WPR or the Development District (or with respect to which WPR or the Development District have reimbursed MGSID for at least the costs to construct capacity needed by the Development) reconveyed or conveyed, as applicable, to the Development District and service provided by the Development District using such Improvements.

d. Nothing in this subsection anticipates MGSID conveying any part of the Phase 1 Improvements to the Development District or interfering with MGSID’s use of MGSID’s reserved capacity in the Canyon View Improvements.

H. Section 3.4 is restated and amended in its entirety to provide as follows:

3.4 Effect of Termination. Except as provided in subsection 3.4.1, upon termination of this Agreement, and effective as of such termination date or such other date(s) as shall be agreed to by the Parties: (1) all Improvements constructed by or conveyed to MGSID hereunder shall be conveyed or reconveyed by MGSID, at no cost to MGSID, to such entity as shall be (A) designated by WPR or its successor and (B) permitted by law and relevant regulations to own the Improvements; and (2) all easements granted to MGSID hereunder shall, at the election of WPR, terminate or be conveyed by MGSID by deed to an entity designated by WPR.

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3.4.1 Regardless of the reason for termination or the date of termination of this Agreement, MGSID shall have no obligation to convey, reconvey or transfer the Phase 1 Improvements or easements associated with the Phase 1 Improvements to any other party or entity.

I. New sections 4.8 through 4.11 are hereby adopted to provide as follows:

4.8 No Joint Venture, Partnership, or Third-Party Rights. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the Parties, nor any rights or benefits to third parties.

4.9 Headings. The headings contained in this Agreement and in any amendment to this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein or therein.

4.10 Construction. No presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

4.11 Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

3. Joinder. The Development District hereby joins as a party to the Agreement (the term "Party" in the Agreement being hereby amended to include the Development District) and shall be bound by such Agreement as provided in this Amendment and as otherwise provided with respect to each Party (as defined in the Agreement) and the Parties (as defined in the Agreement).

4. Full Force and Effect. Except as specifically provided herein, the other terms of the Agreement remain in full force and effect and shall be applicable to the Parties and the Development. MGSID represents and warrants that the statements made by MGSID in Sections 2.10 and 2.11 of the Agreement are true and correct as of the date of this Amendment. In the case of conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern in all respects. This Amendment has been approved by each of MGSID and the Development District, as provided in Utah Code Section 11-13-202.5.

[Signature Pages Follow]

WPR UTILITY DISTRICT

By: [Signature]

Its: VICE CHAIR
EDWARD SCHULTZ, VICE CHAIRMAN

ACKNOWLEDGMENT

State of UTAH)
County of Salt Lake : ss

On the 17 day of Sept, 2021, personally appeared before me the undersigned Notary Public, Edward Schultz, who being by me duly sworn did say that he is the Vice chairman of WPR Utility District and that said instrument was signed on behalf of said district.



[Signature]
Notary Public

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EXHIBIT A

Legal Description of Development

See Attached Map

BOUNDARY DESCRIPTION:

MORGAN COUNTY PROPERTIES:

(TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN)

PARCEL 6: Tax Parcel No. 00-0000-3408

ALL OF SECTION 2

PARCEL 7: Tax Parcel No. 00-0000-3432

ALL OF SECTION 3

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

PARCEL 8: Tax Parcel No. 00-0000-3465

ALL OF SECTION 11

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

(TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN)

PARCEL 9: Tax Parcel No. 00-0001-1526

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

PARCEL 10: Tax Parcel No. 00-0001-1559

ALL OF SECTION 2.

PARCEL 11: Tax Parcel No. 00-0001-1583

ALL OF SECTION 3.

PARCEL 12: Tax Parcel No. 00-0001-1617

THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4.

PARCEL 13: Tax Parcel No. 00-0001-1666

ALL OF SECTION 9.

LESS THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

PARCEL 14: *Tax Parcel No. 00-0001-1690*

ALL OF SECTION 10.

PARCEL 15: *Tax Parcel No. 00-0001-1724*

ALL OF SECTION 11.

PARCEL 16: *Tax Parcel No. 00-0085-9420*

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12.

PARCEL 17: *Tax Parcel No. 00-0001-1849*

ALL OF SECTION 13.

PARCEL 18: *Tax Parcel No. 00-0001-1872*

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.

PARCEL 19: *Tax Parcel No. 00-0001-1922*

ALL OF SECTION 15.

PARCEL 20: *Tax Parcel No. 00-0001-1963*

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.

PARCEL 21: *Tax Parcel No. 00-0001-2003*

ALL OF SECTION 23.

PARCEL 21A: *Tax Parcel No. 00-0001-2045*

THE NORTH HALF OF THE NORTH HALF OF SECTION 24.

PARCEL 22: *Tax Parcel No. 00-0001-2276*

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26.

PARCEL 23: *Tax Parcel No. 00-0001-2292*

ALL OF SECTION 27.

PARCEL 24: *Tax Parcel No. 00-0001-2409*

THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35.

Parcel 25: Tax Parcel No. 00-0001-2466

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.

(Township 4 North, Range 2 East, Salt Lake Base and Meridian)

Parcel 26: Tax Parcel No. 00-0001-6517

THE NORTHWEST QUARTER OF SECTION 19.

EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO. 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT.

Parcel 26A: Tax Parcel No. 00-0085-9593

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19.

(TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN)

PARCEL 27: Tax Parcel No. 00-0002-6185

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00' EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

PARCEL 28: Tax Parcel No. 00-0002-6177

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 05°30" WEST 7.39 CHAINS, MORE OR LESS, TO UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83°30' EAST 24.30 CHAINS; THENCE SOUTH 09°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING.

PARCEL 29: Tax Parcel No. 00-0002-6227

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26,

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794.

PARCEL 30: Tax Parcel No. 00-0002-6292

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAIL ROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST, ALONG SAID RIGHT OF WAY, 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH, ON SAID LINE,

3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

PARCEL 31: Tax Parcel No. 00-0002-6334

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4

ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

PARCEL 32: Tax Parcel No. 00-0002-6359

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST, ALONG SAID RIGHT OF WAY, 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST, ALONG LINE, 10 CHAINS TO THE POINT OF BEGINNING.

RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED.

PARCEL 33: Tax Parcel No. 00-0002-6375

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING, ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING.

PARCEL 34: Tax Parcel No. 00-0002-6391

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING.

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

PARCEL 35: Tax Parcel No. 00-0002-6623

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28.

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

PARCEL 36: Tax Parcel No. 00-0002-6680

ALL OF SECTION 33.

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

PARCEL 37: Tax Parcel No. 00-0002-6722

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34,

EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALSO BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST 417.4 FEET, AND RUNNING THENCE SOUTH 49°16' WEST 283.7 FEET; THENCE NORTH 53°51' WEST 297.5 FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST, ALONG THE NORTH LINE OF SAID SECTION 34, 455.3 FEET TO THE POINT OF BEGINNING.

PARCEL 38: Tax Parcel No. 00-0002-6805

ALL OF SECTION 35.

EXCEPTING THAT PORTION THEREOF CONDEMNED FOR GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122.

ALSO LESS DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE 1337 AND BOOK 297 AT PAGE 794.

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

SWAN PARCEL 1: Tax Parcel No. 00-0002-6490

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF

SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT ON WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH $16^{\circ}19'$ EAST 40.0 FEET; THENCE SOUTH $73^{\circ}41'$ WEST 60.0 FEET; THENCE NORTH $16^{\circ}19'$ WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH $73^{\circ}41'$ EAST 60.0 FEET TO THE POINT OF BEGINNING.

ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH $4^{\circ}22'$ WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: (01-005-065-NA, BOOK M4, PAGE 401) A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH $54^{\circ}12'$ EAST 2069.6 FEET, AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

SWAN PARCEL 2: Tax Parcel No. 00-0002-6417

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF GATEWAY CANAL, THENCE ALONG SAID

RIGHT-OF-WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OF LESS, TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

CONTAINS 12,192.39 ACRES ±

Sept 12 FINAL

EXHIBIT B

Depiction of Improvements

