

E 158216 B 382 P 239
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Filed By: JP
BRENDA NELSON, Recorder
MORGAN COUNTY
For: FIRST AMERICAN - SALT LAKE ESCROW
Recorded Electronically by Simplifile

When Recorded, Mail To:

Thomas G. Bennett
Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, UT 84111-2221

DECLARATION OF DEVELOPMENT AND USE RESTRICTIONS

This Declaration of Development And Use Restrictions ("**Declaration**") is made this 15 day of January 2019 by Ronnie B. Whitear; Christine W. Whitear; and Lone Tree Land, L.L.C., a Utah limited liability company (each individually and all collectively, "**Declarant**") and all successors, heirs, and assigns.

RECITALS

A. Declarant holds both legal and equitable title to certain real property located in Morgan County, Utah, more particularly described in the attached Exhibit "A," which is incorporated by reference as part of this Declaration (the "**Property**").

B. Pursuant to that certain Memorandum of Understanding dated March 30, 2018 and effective April 26, 2018 (the date of the last signature thereto), between and among Declarant; Morgan Valley, LLC, a Utah limited liability company ("**Morgan Valley**"); Gailey Ranch, LLC, a Utah limited liability company ("**Gailey Ranch**"); and Sinclair Real Estate Company, Declarant desires to subject the Property to the covenants, conditions, restrictions and requirements in this Declaration for the benefit of the "**Gailey Property**," which Gailey Property is described in the attached Exhibit "B," incorporated herein by this reference, and for the benefit of all current and future owners therein, any and all owners' associations that may be formed as part of or as a result of the development of the Gailey Property, and all successors in any interest thereto ("**Benefitted Parties**").

C. The Declarant desires that the covenants, conditions, and restrictions contained in this Declaration and in the Exhibits attached hereto burden and pass with the Property, and are for all purposes enforceable covenants and equitable servitudes that run with the land for the benefit of the Gailey Property and the Benefitted Parties.

DECLARATION

NOW, THEREFORE, for good and valuable consideration, the Declarant hereby covenants and agrees that each of the Recitals above is incorporated into and made a part of this Declaration for all purposes, and further declares, covenants, and agrees as follows:

1. **Definitions.** Unless the context clearly indicates otherwise, the following capitalized words, phrases or terms used in this Declaration and the foregoing Recitals have the following meanings (certain terms not defined herein are defined elsewhere in this Declaration):

1.1 "**Above the Canal**" means all real property located west of the Canal.

1.2 "**Below the Canal**" means all real property located east of the Canal.

1.3 "**Canal**" means that certain Canal, commonly known as the Gateway Canal, that passes through the Property, generally in a north-south direction, thereby dividing the Property with part of the Property lying above the Canal, and part below the Canal.

1.4 "**Master Developer**" means the person or entity designated as the master declarant, or master developer in a declaration of restrictive covenants or such other document of record submitting some or all of the Gailey Property to the covenants, conditions, and restrictions described therein and that govern development of all or a portion of the Gailey Property. It is currently anticipated that the Master Developer will be Wasatch Peaks Ranch Holdings, LLC, its successors and assigns.

1.5 "**Master Owners' Association**" means that entity established under the declaration or such other document of record submitting the Gailey Property, or a portion thereof, to the covenants, conditions, and restrictions defined therein and that govern development in or on the Gailey Property, which entity is designated as the entity responsible for the day-to-day operations and management of the majority of the common areas and facilities developed within the Gailey Property.

1.6 "**Record,**" "**Recorded,**" or "**Recordation**" means, with respect to any document, the recordation of such document in the official records of the office of the Morgan County Recorder, State of Utah.

1.7 "**Trunk Easement**" means the easements and rights-of-way granted to Morgan Valley and to Gailey Ranch as evidenced by the following documents:

(a) Grant of Easement (Trunk Easement – Gailey), dated March 10, 2000 and Recorded March 23, 2000 in Bk. M0158, Pg. 00236 as Entry No. 00081921 from Donald J. Whitear, individually and as trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996 and as trustee of the Donald J. Whitear Trust dated the 28th day of October, 1996 and Laraine S. Whitear, individually and as trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996 as Grantors to Gailey Ranch as Grantee; as amended by:

(i) Amendment to Grant of Easement (Trunk Easement) dated December 12, 2002 and Recorded January 29, 2003 in Bk. 188, Pg. 0376 as Entry No. 090669 from Donald J. Whitear, individually and as Trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996, and as Trustee of the Donald J. Whitear Trust dated the 28th day of October, 1996 and Laraine S. Whitear, individually and as Trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996 as Grantors to Gailey Ranch as Grantee; and

(ii) All subsequent amendments thereto duly executed and placed of Record.

The property made subject to the Trunk Easement is further described in the attached Exhibit "C," incorporated herein by this reference and, as the context may require, the term "Trunk Easement" may mean and refer to such property. The legal description in Exhibit "C" also will be attached to the document entitled "Second Amendment to Grant of Easement (Trunk Easement - Gailey)" that will be recorded with the Morgan County Recorder concurrently with the recordation of this Declaration. Generally, the Trunk Easement commences at a point adjacent to or near a self-service storage facility that is located at 4211 Morgan Valley Drive, Peterson, Utah and runs thence through the Property to a point where it connects with the Gailey Property.

2. Declaration of Covenants, Conditions, and Restrictions.

2.1 Submission of Property. The Declarant hereby submits the Property to the covenants, conditions, restrictions, and requirements stated in this Declaration. All of the Property is now and hereafter subject to the covenants, conditions, restrictions, uses, limitations, requirements, and obligations set forth herein, each and all of which are declared and agreed to benefit the Gailey Property and the Benefitted Parties.

2.2 Servient Property. The provisions of this Declaration burden and run with the Property and all interests owned by or vesting in Declarant, Declarant's heirs, personal representatives, successors, assigns, and any person or entity that hereinafter acquires, rents, leases, or owns an interest in all or any part of Property or improvements thereto.

3. Development Covenants and Restrictions. All of the Property shall be held, used, and enjoyed pursuant to the following covenants and restrictions:

3.1 Vehicle Circulation. Any land use plan affecting the Property, either above or below the Canal, shall be designed, and structured so as to reasonably minimize the number of curb cuts and crossings on or across the Trunk Easement.

3.2 Development Covenants Above the Canal.

(a) Along the Trunk Easement above the Canal, no structure shall be located within:

(i) The Trunk Easement;

(ii) 150 feet on either side of the centerline of the road as constructed within the Trunk Easement; or

(iii) Seventy-five (75) feet from the edge of the said road; or

(iv) any area that interferes with the support or structural integrity of the road.

(b) Above the Canal, roads or driveways connecting to or crossing the Trunk Easement ("**Intersecting Roads**") serving three (3) or fewer dwellings shall not be permitted except as follows:

(i) Intersecting Roads serving the dwellings of Ronnie B. Whitear, Kody Whitear, Krista Whitear, and Kansas Whitear or their surviving spouses shall be permitted regardless of the number of dwellings served thereby; and

(ii) If development Above the Canal is limited to seven (7) or fewer total single-family detached residences (and with no other multi-family development), there shall be no limit on the number of Intersecting Roads.

(c) All Intersecting Roads shall be configured, designed, and constructed so as to avoid the need for a stop sign or traffic signal on the Trunk Easement that may constrain continuous through-traffic movement on the Trunk Easement (except where otherwise required by the relevant governing governmental body, in which case any exception will provide for the minimal constraint on through-traffic acceptable to the relevant governmental body).

3.3 Development Covenants Below the Canal.

(a) Along the Trunk Easement Below the Canal, no structure shall be located within:

(i) The Trunk Easement;

(ii) Sixty-three (63) feet on either side of the centerline of the road as constructed within the Trunk Easement; or

(iii) Thirty (30) feet from the edge of the said road; or

(iv) any area that interferes with the support or structural integrity of the road.

(b) Below the Canal, Intersecting Roads serving six (6) or fewer structures shall not be permitted except as follows:

(i) In up to two instances, Intersecting Roads serving three (3) dwellings or less will be permitted; and

(ii) If development Below the Canal is limited to seven (7) or fewer total single-family detached residences (and with no other multi-family or commercial development), there shall be no limit on the number of Intersecting Roads.

(c) All Intersecting Roads Below the Canal shall be configured, designed, and constructed so as to avoid the need for a stop sign or traffic signal on the Trunk Easement that may constrain continuous through-traffic movement on the Trunk Easement (except where otherwise required by the relevant governing governmental body, in which case any exception will provide for the minimal constraint on through-traffic acceptable to the relevant governmental body).

3.4 Restrictions and Requirements for Instruments of Conveyance. Regardless of the identity of the grantee, any conveyance hereafter of all or any part of the Property shall be "subject to" the covenants, conditions, restrictions, obligations, and requirements set forth in this Declaration and the failure of any instrument of conveyance to reference this Declaration shall not constitute a defense against or affect the enforceability of this Declaration.

4. Burden and Benefit. The parties hereby acknowledge that the use and development restrictions and other limitations, restrictions, conditions, covenants, and requirements set forth in this Declaration burden the Property and benefit the Gailey Property and the Benefitted Parties.

5. Enforcement. This Declaration may be enforced by any of the Benefitted Parties, including, but not limited to the majority owner of the Gailey Property, the Master Developer, or the Master Association.

6. Violation, Remedies and Damages Available. Every act or omission whereby any of the covenants, conditions, restrictions, or requirements contained in this Declaration are violated in whole or in part, or the continuation of any such act or omission in whole or in part, is hereby declared to be and constitutes a violation and of, and default under, this Declaration.

6.1 Legal and Equitable Remedies Available. In the event of a violation or threatened violation or breach by any Declarant or Benefitted Party of any of the terms, easements, covenants, conditions or restrictions hereof, the other party or parties shall be entitled to exercise all rights and remedies available at law or in equity, including without limitation specific performance and injunctive relief. The remedies specified herein shall be cumulative, none of such remedies shall be deemed exclusive, and each remedy is in addition to all other remedies permitted at law or in equity.

6.2 Attorney's Fees and Litigation Costs. If any action is brought because of a default under or to enforce or interpret this Declaration, in addition to the relief to which such party is entitled, the party prevailing in such action shall be awarded, and the unsuccessful party shall pay, attorneys' fees, court costs, and other litigation expenses (including, without limitation, costs of investigation, settlement, expert witnesses, or any additional costs incurred in enforcing this Declaration, and those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

7. No Waiver. No provision contained in this Declaration is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or that may occur.

8. Further Assurances. The Declarant agrees that at any time, and from time-to-time hereafter, they shall execute such additional documents and instruments, and take such additional action as may be reasonably required to conform to or otherwise accomplish the purposes contemplated in this Declaration, and to effectuate the intentions of Declarant with respect to this Declaration.

9. Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Declarant and the Benefitted Parties.

10. Venue. With respect to any suit, action or proceeding relating to this Declaration, each party irrevocably submits to the exclusive jurisdiction of the state and federal courts having jurisdiction in Morgan or Salt Lake County, Utah, and waives any and all rights to object that such court does not have jurisdiction over such suit, action, or proceeding.

11. No Effect on Prior Liens. A breach of the covenants, conditions, restrictions, or requirements contained in this Declaration shall not affect or impair the lien or charge of any bona fide mortgage, trust deed or other appropriate security interest, provided the security interest is made and created in good faith and for value, and further provided that any subsequent owner of the portion of the Property so encumbered shall be bound by the covenants, conditions, restrictions, and requirements stated in this Declaration, whether such owner's title was acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

12. Severability. The invalidation of any one of these covenants, conditions, restrictions, or requirements by judgment or court order shall in no way affect any other provision of this Declaration, all of which shall remain in full force and effect.

13. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes including, but not limited to, the strict enforcement of development and use restrictions placed upon the Property by this Declaration and, in case of doubt, construction of this Declaration shall favor the Benefitted Parties. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine and neuter shall each include the masculine, feminine, and neuter.

14. Amendment of Declaration. This Declaration may be amended by the Declarant or by the Benefitted Parties. Any such amendment is not effective without the consent of the other party. The consent of the Benefitted Parties shall be evidenced by the following individuals or entities, as applicable:

14.1 Consent of Owner and Master Developer. While the Gailey Property is still under development, an amendment to this Declaration is only effective with the consent of the majority owner and Master Developer of the Gailey Property.

14.2 Consent of Master Owners' Association. When the Gailey Property is no longer under development, an amendment to this Declaration is only effective with the consent of the Master Owners' Association.

15. Constructive Notice and Acceptance. Every person who owns, leases, occupies, encumbers, or acquires any right, title or estate in the Property, or any part thereof, now or in the future shall be and is conclusively deemed to have consented and agreed to every limitation, restriction, condition, covenant and requirement contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property or any portion thereof.

16. Notice to Parties. All communications, consents, and other notices provided for in this Agreement shall be in writing and shall be effective on the date hand delivered, (a) sent by nationally-recognized, overnight courier, (b) mailed by registered or certified mail, return receipt requested, postage prepaid, or (c) sent by electronic mail, provided that a verification copy is sent on the same day by one of the methods set forth in clauses (a) or (b) above, and addressed as follows, or to a Benefitted Party, a successor in interest of the Declarant or Benefitted Party, or to any other attorney or law firm representing the same and as designated in writing by such party.

To Declarant: Ron and Christine Whitear
3900 West 4050 North
Peterson, Utah 84050
Email: barwtravel@readytek.net

With a copy to: Mark F. James_
Hatch, James & Dodge, P.C.
10 West Broadway, Suite 400
Salt Lake City, Utah 84101
Email: mjames@hjdllaw.com

To Benefitted Parties: Wasatch Peaks Ranch Holdings, LLC

With a copy to: _____

17. Exhibits. All Exhibits attached hereto are incorporated by reference as part of this Declaration.

18. Successors and Assigns. All the terms and provisions of this Declaration shall be binding upon and inure to the benefit of and be enforceable by the respective successors and assigns of Declarants and any and all Benefitted Parties.

19. Captions. The captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

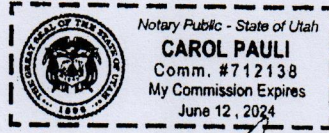
[Remainder of page is blank. Signature pages follow.]

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

DECLARANTS:

Ronnie B. Whitear
Ronnie B. Whitear, individually

STATE OF Utah)
COUNTY OF Salt Lake) : ss

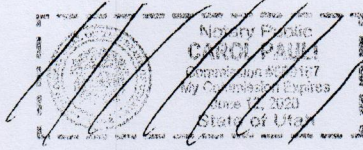


On this 15 day of January, in the year 2019, before me Carol Pauli, a notary public, personally appeared Ronnie B. Whitear proved on the basis of satisfactory evidence to be the person whose name is subscribed above, and acknowledged he executed the same.

Notary Seal

Carol Pauli

Notary Public



LONE TREE LAND, L.L.C.

Ronnie B. Whitear
Ronnie B. Whitear, Manager

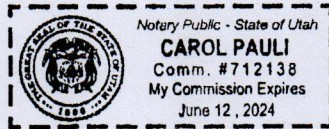
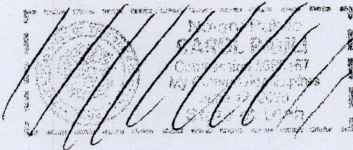
STATE OF Utah)
COUNTY OF Salt Lake) : ss

On this 15 day of January 2019, personally appeared before me Ronnie B. Whitear, Manager of Lone Tree Land, L.L.C., proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on behalf of Lone Tree Land, L.L.C.

Notary Seal

Carol Pauli

Notary Public

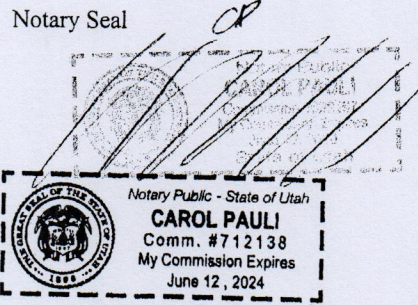


Christine W. Whitear
Christine W. Whitear, individually

STATE OF Utah)
COUNTY OF Salt Lake) : ss

On this 15 day of January, in the year 2019, before me Carol Pauli, a notary public, personally appeared Christine W. Whitear, proved on the basis of satisfactory evidence to be the persons whose name is subscribed above, and acknowledged she executed the same.

Notary Seal



Carol Pauli
Notary Public

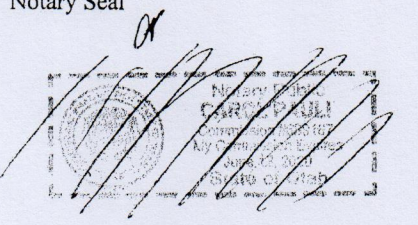
LONE TREE LAND, L.L.C.

Christine W. Whitear
Christine W. Whitear, Manager

STATE OF Utah)
COUNTY OF Salt Lake) : ss

On this 15 day of January 2019, personally appeared before me Christine W. Whitear, Manager of Lone Tree Land, L.L.C., proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same on behalf of Lone Tree Land, L.L.C.

Notary Seal



Carol Pauli
Notary Public

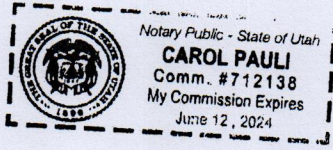


EXHIBIT "A"

Description of the Property

01-004-001 00-0001-1419

PARCEL 2: 01-004-001

A PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE MERIDIAN. TRUE BEARING BEGINNING AT A POINT WHICH BEARS NORTH ODEG 08' WEST 762.3 FEET FROM THE EAST QUARTER SECTION CORNER STONE OF THE SAID SECTION 1, AND RUNNING THENCE WEST 3696.0 FEET; THENCE NORTH 892.3 FEET; THENCE EAST 3694.0 FEET TO THE SECTION LINE; THENCE SOUTH ODEG 08' EAST 892.3 FEET TO THE POINT OF BEGINNING. LESS AMOUNT SOLD TO WEBER BASIN.

01-004-112 00-0001-3647

PARCEL 8: 01-004-112

A PART OF THE WEST HALF OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. TRUE BEARING. BEGINNING AT A POINT WHICH BEARS NORTH ODEG 08' WEST 663.0 FEET FROM THE WEST QUARTER SECTION CORNER STONE OF SAID SECTION 6, AND RUNNING THENCE NORTH ODEG 08' WEST 1549.7 FEET ALONG THE WEST BOUNDARY OF SAID SECTION 6; THENCE NORTH 37DEG 30' EAST 48.0 FEET; THENCE NORTH 79DEG 05' EAST 304.0 FEET; THENCE NORTH 60DEG 20' EAST 340.0 FEET; THENCE SOUTH 2DEG 30' EAST 218.0 FEET; THENCE SOUTH 52DEG EAST 225.0 FEET; THENCE SOUTH ODEG 10' EAST 1021.0 FEET; THENCE SOUTH 42DEG 30' EAST 293.0 FEET; THENCE SOUTH 87DEG 30' EAST 855.0 FEET; THENCE SOUTH 4DEG 20' WEST 593.0 FEET; THENCE SOUTH 86DEG 33' EAST 414.0 FEET; THENCE SOUTH 36DEG 50' WEST 225.0 FEET; THENCE SOUTH 53DEG EAST 15.0 FEET INTO PETERSON CREEK; THENCE UP SAID CREEK SOUTH 30DEG WEST 192.0 FEET; THENCE WEST 243.0 FEET; THENCE SOUTH 304.0 FEET; THENCE NORTH 74DEG WEST 30.0 FEET; THENCE SOUTH 43DEG 22' WEST 101.3 FEET; THENCE NORTH 35DEG 50' WEST 240.0 FEET; THENCE NORTH 77DEG 45' WEST 452.0 FEET; THENCE NORTH 30DEG EAST 124.0 FEET; THENCE NORTH 42DEG WEST 72.0 FEET TO A POINT ON THE QUARTER SECTION LINE MARKED BY 2" PIPE; THENCE NORTH 47DEG WEST 153.0 FEET; THENCE NORTH 59DEG WEST 720.7 FEET; THENCE NORTH 26DEG 25' WEST 280.0 FEET; THENCE SOUTH 72DEG 50' WEST 216.0 FEET TO THE POINT OF BEGINNING.

EXCEPT PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN: BEGINNING AT A POINT WHICH IS EAST 1725.5 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 AND RUNNING THENCE SOUTH 82 FEET TO THE NORTHWEST CORNER OF THE ORVILLE C. DUNCAN FAMILY TRUST PROPERTY AS DEEDED IN BOOK M38, PAGE 457; THENCE SOUTH ALONG SAID PROPERTY 304 FEET TO THE DEAN DUNCAN PROPERTY AS DEEDED IN BOOK M2, AT PAGE 471; THENCE NORTH 74DEG WEST 30 FEET; THENCE SOUTH 43DEG 22' WEST 101.3 FEET; THENCE NORTH 35DEG 50' WEST 240 FEET; THENCE NORTH 77DEG 45' WEST 452 FEET; THENCE NORTH 30DEG EAST 124 FEET; THENCE NORTH 42DEG WEST 72 FEET TO A POINT ON THE QUARTER SECTION LINE MARKED BY A 2" PIPE; THENCE EAST 670 FEET ALONG THE QUARTER SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE FOLLOWING PARCEL DEEDED TO GARY J. PALMER IN BOOK M2, AT PAGE 176. BEGINNING AT A POINT WHICH BEARS EAST 1725.5 FEET AND SOUTH 300.0 FEET FROM THE WEST QUARTER SECTION CORNER STONE OF SAID SECTION 6, AND RUNNING THENCE SOUTH 86.0 FEET; THENCE NORTH 74DEG 00' WEST 69.18 FEET; THENCE NORTH 56.93 FEET; THENCE EAST 66.5 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING ANY PORTION LYING WITHIN THE DEAN WILLIAM AND PATSY R. DUNCAN PARCEL, LESS PARCEL DEEDED TO RONNIE B. WHITEAR AND CHRISTINE* TOGETHER WITH A 20 FOOT RIGHT-OF-WAY THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 1725.5 FEET EAST AND 72 FEET SOUTH FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE EAST 245 FEET, MORE OR LESS TO THE WEST LINE OF THE DONALD CRAIG WHITEAR PROPERTY AS DEEDED IN BOOK M15, AT PAGE 608, AND POINT OF TERMINATION.

LESS AMOUNTS: BOOK M25, PAGE 526, 0.12 ACRES
 BOOK M33, PAGE 376, .30 ACRES
 BOOK M46, PAGE 1, 3.94 ACRES
 BOOK M73, PAGE 582 AND 588, 5.715 ACRES.

* W. WHITEAR, IN BOOK M153, AT PAGE 71 BEING SERIAL NUMBER 01-004-119-02-03.

01-004-128-03 00-0001-4082

PARCEL 7: 01-004-128-03
 A PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING, BEGINNING AT A POINT ON EAST BOUNDARY LINE OF GATE WAY CANAL RIGHT-OF-WAY AT A POINT WHICH BEARS NORTH 627.0 FEET AND WEST 108.0 FEET FROM WEST QUARTER SECTION CORNER OF SAID SECTION 6, (USBLM SET A METAL MONUMENT AT THE POSITION OF THE OLD QUARTER SECTION CORNER IN A 1952 RESURVEY) AND

RUNNING THENCE NORTH 72DEG 50' EAST 327.0 FEET ALONG A FENCE TO THE BROW OF A BENCH; THENCE ALONG THE BROW OF SAID BENCH FOUR COURSES AS FOLLOWS: SOUTH 26DEG 25' EAST 280.0 FEET; SOUTH 59DEG 00' EAST 720.7 FEET; SOUTH 47DEG 00' EAST 153.0 FEET; SOUTH 42DEG 00' EAST 72.0 FEET; THENCE SOUTH 30DEG 00' WEST 124.0 FEET; THENCE SOUTH 32DEG 10' WEST 445.0 FEET TO THE EAST BOUNDARY LINE OF THE SAID GATEWAY CANAL RIGHT-OF-WAY; THENCE ALONG SAID EAST BOUNDARY LINE ELEVEN COURSES AS FOLLOWS: NORTH 18DEG 37' WEST 99.0 FEET; NORTH 47DEG 10' WEST 177.7 FEET; SOUTH 42DEG 50' WEST 70.0 FEET; NORTH 47DEG 10' WEST 288.6 FEET; NORTH 33DEG 55' WEST 546.2 FEET; NORTH 56DEG 05' EAST 30.0 FEET; NORTH 26DEG 06' WEST 128.0 FEET; NORTH 22DEG 38' WEST 137.9 FEET; NORTH 36DEG 17' WEST 65.5 FEET; SOUTH 53DEG 43' WEST 30.0 FEET; NORTH 36DEG 17' WEST 76.0 FEET TO THE POINT OF BEGINNING.

01-004-002 00-0001-1435

PARCEL 3: 01-004-002
 A PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER AND A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT WHICH BEARS NORTH 72.6 FEET WEST 56.35 FEET FROM THE EAST QUARTER SECTION CORNER MONUMENT OF THE SAID SECTION 1, AND RUNNING THENCE WEST 3639.65 FEET; THENCE NORTH 689.7 FEET; THENCE EAST 3303.0 FEET TO THE WEST BOUNDARY OF THE WEBER BASIN CANAL.

01-004-001-02 00-0077-9155

PARCEL 4: A PART OF THE NORTH HALF OF SECTION 1 TOWNSHIP 4 NORTH RANGE 1 EAST, SLB&M. T.B. BEGINNING AT A POINT WHICH BEARS NORTH 0°08' WEST 762.3 FEET FROM THE EAST QUARTER SECTION CORNER STONE OF THE SAID SECTION 1 AND RUNNING THENCE WEST 3696 FEET; THENCE NORTH 892.3 FEET; THENCE EAST 3694.0 FEET TO THE SECTION LINE; THENCE SOUTH 0°08' EAST 982.3 FEET TO THE POINT OF BEGINNING. LESS ANY PORTION LYING EAST OF THE WEST LINE OF THE WEBER BASIN CANAL PROPERTY.

01-004-005 00-0001-1492

PARCEL 1: 01-004-005
 IN SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE SALT LAKE BASE AND MERIDIAN. BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE SOUTH 426.7 FEET; THENCE ALONG A FENCE SOUTH 37DEG 30' WEST 790.0 FEET; THENCE SOUTH 21DEG EAST 27.0 FEET; THENCE LEAVING FENCE WEST 3225.0 FEET; THENCE NORTH 1075.3 FEET; THENCE EAST 3696.0 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

Description of Gailey Property

PARCEL 1/2:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

PARCEL 3:

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE EAST HALF OF NORTHEAST QUARTER AND NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

PARCEL 4/5:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

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

PARCEL 6:

ALL OF SECTION 2.

PARCEL 7:

ALL OF SECTION 3.

PARCEL 8:

ALL OF SECTION 11.

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

PARCEL 9:

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:

ALL OF SECTION 2.

PARCEL 11:

ALL OF SECTION 3.

PARCEL 12:
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER
OF SECTION 4.

PARCEL 13:
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:
ALL OF SECTION 10.

PARCEL 15:
ALL OF SECTION 11.

PARCEL, 16:
THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12.
ALSO; BEGINNING AT A POINT 23.50 CHAINS WEST FROM THE NORTHEAST CORNER
OF SECTION 12, RUNNING THENCE SOUTH 20.00 CHAINS; THENCE WEST 32.50
CHAINS; THENCE NORTH 20.00 CHAINS; THENCE EAST 32.50 CHAINS TO BEGINNING

PARCEL 17:
ALL OF SECTION 13.

PARCEL 18:
THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.

PARCEL 19:
ALL OF SECTION 15.

PARCEL 20:
THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.

PARCEL 21:
ALL OF SECTION 23.

PARCEL 21A:
THE NORTH HALF OF THE NORTH HALF OF SECTION 24.

PARCEL 22:
THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION
26.

PARCEL 23:

ALL OF SECTION 27.

PARCEL 24:

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

PARCEL 25:

THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36.

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN

PARCEL 26:

THE NORTHWEST QUARTER OF SECTION 19. EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND 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:

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:

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:

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 5°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 9°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:

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:

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:

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:

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:

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:

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, AT 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:

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

PARCEL 36:

ALL OF SECTION 33.

PARCEL 37:

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 (NE1/4NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (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 FOUR HUNDRED SEVENTEEN AND FOUR-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING.

PARCEL 38:

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.

EXHIBIT "C"

Description of Trunk Easement

Upper Trunk Easement

An easement for access and utilities across Section 1, Township 4 North, Range 1 East, Salt Lake Base and Meridian, Morgan County, Utah, said easement being more particularly described as follows:

Commencing at the Northeast corner of said Section 1, said Northeast corner being a 5/8" steel bar topped with a 1-1/2 inch red plastic cap inscribed "High Mountain LS 368358", running thence South 00°04'00" West 2014.87 feet along the east line thereof; thence North 89°56'00" West 339.25 feet to the Point of Beginning, said Point of Beginning lying on the westerly line of that tract of land described in the Boundary Adjustment Agreement recorded in Book 287, Page 679 in the Morgan County Recorder's office; thence, with parallel sidelines 75.00 feet left and 75.00 feet right, South 87°47'06" West 180.99 feet to a point on a 250.00 foot radius curve to the right; thence Northwesterly 299.48 feet along said curve, through a central angle of 68°38'08", (chord bears North 57°53'50" West 281.89 feet); thence North 23°34'46" West 61.54 feet to a point on a 250.00 foot radius curve to the left; thence Westerly 432.29 feet along said curve, through a central angle of 99°04'26", (chord bears North 73°06'59" West 380.41 feet); thence South 57°20'48" West 307.28 feet to a point on a 300.00 foot radius curve to the right; thence Westerly 171.33 feet along said curve, through a central angle of 32°43'21", (chord bears South 73°42'28" West 169.02 feet); thence North 89°55'52" West 262.53 feet to a point on a 250.00 foot radius curve to the left; thence Southwesterly 246.93 feet along said curve, through a central angle 56°35'35", (chord bears South 61°46'21" West 237.02 feet); thence South 33°28'34" West 128.41 feet to a point on a 250.00 foot radius curve to the right; thence Northwesterly 745.35 feet along said curve, through a central angle of 170°49'16", (chord bears North 61°06'48" West 498.40 feet); thence North 24°17'50" East 339.99 feet to a point on a 250.00 foot radius curve to the left; thence Northerly 44.39 feet along said curve, through a central angle of 10°10'27", (chord bears North 19°12'36" East 44.34 feet); thence North 14°07'23" East 60.37 feet to a point on a 250.00 foot radius curve to the right; thence Northeasterly 133.04 feet along said curve, through a central angle of 30°29'22", (chord bears North 29°22'04" East 131.47 feet); thence North 44°36'45" East 80.64 feet to a point on a 250.00 foot radius curve to the left; thence Northerly 334.28 feet along said curve, through a central angle of 76°36'40", (chord bears North 06°18'25" East 309.93 feet); thence North 31°59'55" West 164.78 feet to a point on a 300.00 foot radius curve to the right; thence Northerly 263.12 feet along said curve, through a central angle of 50°15'05", (chord bears North 06°52'22" West 254.76 feet); thence North 18°15'10" East 145.19 feet to a point on a 500.00 foot radius curve to the left; thence Northerly 50.28 feet along said curve, through a central angle of 5°45'43", (chord bears North 15°22'19" East 50.26 feet); thence North 12°29'28" East 146.69 feet to a point on a 250.00 foot radius curve to the left; thence Westerly 748.15 feet along said curve, through a central angle of 171°27'46", (chord bears North 73°14'25" West 498.61 feet); thence South 21°01'42" West 193.86 feet to a point on a 1000.00 foot radius curve to the right; thence Southwesterly 214.71 feet along said curve, through a central angle of 12°18'07", (chord bears South 27°10'46" West 214.30 feet); thence South 33°19'49" West 573.00 feet to a point on a 300.00 foot radius curve to the right; thence Southwesterly 204.29 feet along said curve, through

a central angle of $39^{\circ}00'56''$, (chord bears South $52^{\circ}50'17''$ West 200.36 feet); thence South $72^{\circ}20'45''$ West 234.72 feet to a point on a 400.00 foot radius curve to the right; thence Westerly 84.80 feet along said curve, through a central angle of $12^{\circ}08'49''$, (chord bears South $78^{\circ}25'09''$ West 84.64 feet) to a point on the east line of the first tract of land in exhibit II of Warranty Deed recorded in Book M24 Page 411 in the office of the Morgan County Recorder.

Said easement being 6,852 feet, more or less, in length, with the sideline of the easement closing on East at the westerly line of that tract of land described in the Boundary Adjustment Agreement recorded in Book 287, Page 679 in the Morgan County Recorder's office and on the West on the east line of the first tract of land in exhibit II of Warranty Deed recorded in Book M24 at Page 411 in the office of the Morgan County Recorder.

The Basis of Bearing of the easement being South $00^{\circ}04'00''$ West between the Northeast corner and the East Quarter corner of said Section 1.

Morgan Valley Drive to Canal Easement

An easement for access and utilities across part of the Southeast Quarter of the Northeast Quarter of Section 1, Township 4 North, Range 1 East, Salt Lake Base and Meridian and the Southeast Quarter of the Northwest Quarter and Lot 5 of Section 6, Township 4 North, Range 2 East, Salt Lake Base and Meridian, Morgan County, Utah. Said easement being more particularly described as follows:

Beginning at a point on the east line of said Section 1, South $00^{\circ}04'00''$ West 1926.29 feet from the Northeast Corner thereof, said Northeast Corner being monumented with a $5/8''$ steel bar topped with a $1-1/2''$ red plastic cap inscribed "High Mountain LS 368358", thence North $87^{\circ}47'06''$ East 19.88 feet to a point on a 225.00 foot radius curve to the left; thence Northeasterly 220.18 feet along said curve, through a central angle of $56^{\circ}04'07''$, (chord bears North $59^{\circ}45'03''$ East 211.50 feet); thence North $31^{\circ}42'59''$ East 52.84 feet to a point on a 325.00 foot radius curve to the right; thence Northeasterly 360.00 feet along said curve, through a central angle of $63^{\circ}27'56''$, (chord bears North $63^{\circ}26'57''$ East 341.87 feet); thence South $84^{\circ}49'05''$ East 173.51 feet; thence South $78^{\circ}33'51''$ East 332.66 feet; thence South $85^{\circ}47'19''$ East 800.96 feet to the southwest corner of that tract of land described in the Warranty Deed recorded in Book M50, Page 355 in the Morgan County Recorder's office, said corner is monumented according to record of survey map numbers 323 and 342 of Morgan County records; thence South $87^{\circ}18'35''$ East 369.67 feet along the south line thereof and the south line of that tract of land describe in the Warranty Deed recorded in Book M-1 Page 179 in the Morgan County Recorder's office, to the northwest corner of that tract of land describe in the Warranty Deed recorded in Book 318, Page 663 in the Morgan County Recorder's office; thence the following three (3) courses along the boundary thereof: 1) South $03^{\circ}04'57''$ West 102.31 feet, 2) South $39^{\circ}14'57''$ East 320.37 feet, 3) South $87^{\circ}18'35''$ East 70.00 feet to a point on the westerly right-of-way line of Morgan Valley Drive; thence, along said westerly right-of-way line, Southerly 92.53 feet along the arc of a 988.48 foot radius curve to the left, through a central angle of $5^{\circ}21'48''$, (chord bears South $15^{\circ}30'15''$ West 92.50 feet); thence North $74^{\circ}59'52''$ West 96.76 feet; thence North $39^{\circ}14'57''$ West 376.99 feet to a point on a 150.00 foot radius curve to the left; thence Northwesterly 125.82 feet along said curve, through a central angle of $48^{\circ}03'38''$, (chord bears North $63^{\circ}16'46''$ West 122.17 feet; thence North

87°18'35" West 61.77 feet; thence North 85°58'39" West 1066.02 feet; thence South 89°36'44" West 316.65 feet; thence North 84°49'05" West 40.18 feet to a point on a 175.00 foot radius curve to the left; thence Southwesterly 193.84 feet along said curve, through a central angle of 63°27'56", (chord bears South 63°26'57" West 184.09 feet); thence South 31°42'59" West 52.84 feet to a point on a 375.00 foot radius curve to the right; thence Southwesterly 366.97 feet along said curve, through a central angle of 56°04'07", (chord bears South 59°45'03" West 352.50 feet); thence South 87°47'06" West 89.36 feet to the easterly line of that tract of land described in that certain Boundary Adjustment Agreement recorded in Book 287, Page 679 of Morgan County records; thence along said easterly line the following three (3) courses: 1) North 25°20'26" West 1.64 feet, 2) North 35°47'14" West 119.75 feet, 3) North 36°01'36" West 58.63 feet, thence North 87°47'06" East 168.97 feet to the Point of Beginning.

Davis County

07-007-0003 (Affects Parcel 1/2)
07-007-0004 (Affects Parcel 1/2)
07-008-0001 (Affects Parcel 3)
11-168-0001 (Affects Parcel 4/5)
11-168-0002 (Affects Parcel 4/5)

00-0001-6517 (Affects Parcel 26)
00-0001-6517 (Affects Parcel 26a)
00-0002-6185 (Affects Parcel 27)
00-0002-6177 (Affects Parcel 28)
00-0002-6227 (Affects Parcel 29)
00-0002-6292 (Affects Parcel 30)
00-0002-6334 (Affects Parcel 31)

Morgan County

00-0000-3408 (Affects Parcel 6)
00-0000-3432 (Affects Parcel 7)
00-0000-3465 (Affects Parcel 8)
00-0001-1526 (Affects Parcel 9)
00-0001-1559 (Affects Parcel 10)
00-0001-1583 (Affects Parcel 11)
00-0001-1617 (Affects Parcel 12)
00-0001-1666 (Affects Parcel 13)
00-0001-1690 (Affects Parcel 14)
00-0001-1724 (Affects Parcel 15)
00-0001-1773 (Affects Parcel 16)
00-0001-1849 (Affects Parcel 17)
00-0001-1872 (Affects Parcel 18)
00-0001-1922 (Affects Parcel 19)
00-0001-1963 (Affects Parcel 20)
00-0001-2003 (Affects Parcel 21)
00-0001-2045 (Affects Parcel 21a)
00-0001-2276 (Affects Parcel 22)
00-0001-2292 (Affects Parcel 23)
00-0001-2409 (Affects Parcel 24)
00-0001-2466 (Affects Parcel 25)

00-0002-6359 (Affects Parcel 32)
00-0002-6375 (Affects Parcel 33)
00-0002-6391 (Affects Parcel 34)
00-0002-6623 (Affects Parcel 35)
00-0002-6680 (Affects Parcel 36)
00-0002-6722 (Affects Parcel 37)
00-0002-6805 (Affects Parcel 38)

Easement tax parcels 00-0001-1492, 00-0077-9155, 00-0001-1435, 00-0001-1443, 00-0001-3647, 00-0063-7662, 00-0001-3753, 00-0071-6785, 00-0062-3882, 00-0001-3720, 00-0001-4082,