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Filed By: BDN  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: FIRST AMERICAN - SALT LAKE ESCRO  
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When Recorded Return to:

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

**AMENDED AND RESTATED EASEMENT  
(Peterson Creek)**

This Amended and Restated Easement ("A&R Easement") is made this 15 day of January, 2019, by and between LONE TREE LAND, L.L.C., the "Grantor," and WASATCH PEAKS RANCH, LLC, a Delaware limited liability company, which is hereafter, along with its successors and assigns, referred to as "Grantee". Grantor and Grantee may be referred to herein, individually, as a "Party" and, collectively, as the "Parties".

**WITNESSETH:**

WHEREAS, Grantor is the successor in interest of Donald J. Whitear, individually and as Trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996, and as Trustee of the Donald J. Whitear Trust dated the 28<sup>th</sup> day of October, 1996, and Laraine S. Whitear, individually and as Trustee of the Donald and Laraine Whitear Family Trust dated the 28<sup>th</sup> day of October, 1996, grantors under the Grant of Easement to Grantee dated March 10, 2000 and recorded in the official records of the Morgan County, Utah Recorder on March 23, 2000 as Entry No. 81923 in Book M158 at Pages 282 through 303 (the "Gailey Ranch Peterson Creek Easement");

WHEREAS, Grantee is the owner of certain real property situated in Morgan and Davis Counties, in the State of Utah and more particularly described as set forth on Exhibit "A", which is attached hereto and incorporated herein by this reference (the "Gailey Ranch Property") and

WHEREAS, the Parties desire to modify and amend the Gailey Ranch Peterson Creek Easement as provided in this Amended and Restated Easement, specifically to, among other things, relocate the easement created therein as contemplated in the Memorandum of Understanding between Grantor and others ("MOU") having an effective date of April 26, 2018, which is the date of the last signature to the MOU.



NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Gailey Ranch Peterson Creek Easement in its entirety as follows:

1. Grant of Easement. Grantor hereby grants, warrants, and conveys to Grantee and its successors and assigns a permanent, non-exclusive right-of-way and easement for vehicular and pedestrian ingress and egress and utility installations on, over, under, through and along that portion of the Grantor's property identified on Exhibit "B" attached hereto (the "Easement Area"). Without imposing any obligation on the part of Grantee to construct a road within the Easement Area of any particular minimum width or specifications, the Parties agree that the Easement Area will accommodate the required right-of-way for a "Residential Local Road (60' ROW)" or a "Rural Collector (60' ROW)" as presently defined in the Morgan County Road Cross Sections 2016, prepared by Wasatch Civil Consulting Engineering, or any future Morgan County or municipal right-of-way designation for a road with equivalent carrying capacity (such road to be referred to herein as a "Residential Local Road"), and the easement shall have a width no wider than 150 feet except where required to be wider by Grantee's engineer to satisfy and build to all applicable legal requirements for the engineering of the road as a Residential Local Road.

2. Road Construction and Use.

a. Unless otherwise agreed, Grantee and/or any person or legal entity exercising any rights held by Grantee by virtue of this A&R Easement who constructs, places, or installs, the road or utilities within the Easement Area shall do so at its sole cost and expense and in compliance with all applicable codes and municipal, county, or state requirements, and in a commercially reasonable manner. At such time as Grantee needs or desires to perform such work on the Easement Area as allowed herein, Grantee shall provide Grantor with at least thirty (30) days' prior written notice of such work, except in the event of an emergency in which case only the best possible notice shall be necessary. Grantor and Grantee will share the cost of maintaining, repairing and replacing the road, once built, (and utilities if applicable) in an equitable manner based upon their respective use, except that if Grantor or Grantee (or their guests or invitees) damage (other than through ordinary and customary usage) any improvements constructed within the Easement Area, the party responsible for such damage shall pay the cost of repair. If either party installs any gate(s) within the Easement Area, such gate(s) will also allow access to the other party.

b. Once a road is constructed within the Easement Area, the parties will reasonably cooperate to maintain unimpeded traffic flow through the Easement Area except as reasonably necessary in the event of (a) emergency, or (b) the reasonable repair, replacement, modification, installation and maintenance of the road and/or any utility. Grantor reserves the right to install and maintain gates pursuant to this Paragraph and signage. Neither Grantor, Grantee, nor those using the Easement Area pursuant to the rights of Grantor or Grantee, will park vehicles within the Easement Area except in the temporary cases of emergency or vehicular breakdown.



c. The road constructed in the Easement Area will remain privately owned unless Grantor or Grantee elects otherwise, in which case the parties will reasonably cooperate to affect an appropriate transfer to a public entity. Notwithstanding the foregoing, the Grantee shall not have the right to require dedication of the Easement Area to a public entity unless Grantee has first constructed a Residential Local road on the Easement Area that provides access to property owned by Grantee.

d. During temporary periods, Grantee may use such portions of the Grantor's Property along and immediately adjacent to the Easement Area as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of any improvements (road, utilities, etc.) within the Easement Area subject, however, to Grantee's obligation, at Grantee's sole expense, to restore said portion of the Grantor's property substantially to the condition that existed before Grantee's entry upon the same. The foregoing right shall include Grantee's right, until such time as an improved road has been constructed over the Easement Area, to a temporary easement for reasonable ingress and egress by vehicular or pedestrian traffic over roads and trails on Grantor's property to access the Easement Area. Such temporary easement shall terminate immediately upon the completion of a paved access road over the Easement Area.

3. Easement Runs with the Land. This A&R Easement and the easement conveyed hereby is perpetual and shall run with the land and inure to the benefit of and be binding on the successors and assigns of the respective Parties. The easement over and through the Easement Area shall be for the use, benefit and enjoyment of Grantee and its officers, members, employees, agents, contractors, suppliers, licensees, lessees, concessionaires, patrons and invitees, any subsequent owners of any portion of the Gailey Ranch Property, and all successors and assigns, and shall be forever appurtenant to the Gailey Ranch Property, as the dominant estate, and shall burden the Easement Area as the servient estate.

4. Rights of Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with, or which will not unreasonably interfere with, the Grantee's permitted use of the said Easement Area, as provided herein.

5. Easement Across Adjoining Property. If either Grantor or Grantee secures fee title to or easements for vehicular and pedestrian ingress and egress or utility installations over, under and across the Crittenden Property or the Croft Property, then the party securing fee title or securing an easement shall, in the case of fee title, grant a separate easement for vehicular and pedestrian ingress and egress and utility installations for the benefit of the other Party, and in the case of securing an easement, secure such easement for the benefit of the other Party. The Crittenden Property and the Croft Property are described on Exhibit "C" attached hereto.

6. Authority. Each individual executing this A&R Easement on behalf of Grantor or Grantee thereby represents and warrants that the individual has the requisite authority to execute this A&R Easement on behalf of the Party for which the individual is signing, that such Party has taken all necessary action to authorize the execution of this A&R Easement, and that the said Party has agreed to be and is bound hereby.



7. Miscellaneous. This A&R Easement may be executed in multiple counterparts, each of which shall be deemed an original and all, taken together, shall constitute one and the same instrument. Failure of a Party to insist on the performance of any provision or exercise of any right hereunder shall not be construed as a waiver for the future of any such provision or right. No provision of this A&R Easement shall be deemed to have been waived unless such waiver be in writing signed by each Party. If any provision of this A&R Easement, or the application thereof to any person or circumstance, shall to any extent be invalid, the remainder of this A&R Easement, or the application of such provision to persons or circumstances other than those to which it is held invalid, shall not be affected thereby. Each provision of this A&R Easement shall be valid and enforceable to the fullest extent permitted by law. If a court of competent jurisdiction determines any provision to be invalid, it shall have the authority to amend such provision to the limited extent necessary to make the same valid and enforceable. This A&R Easement contains the entire agreement among the Parties pertaining to the subject matter hereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this A&R Easement effective as of the day and year first written above.

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



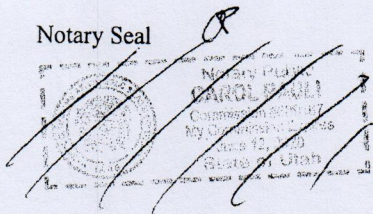
**GRANTOR:**  
LONE TREE LAND, L.L.C.,  
a Utah limited liability company

By: Ronnie B. Whitear  
Ronnie B. Whitear, Manager

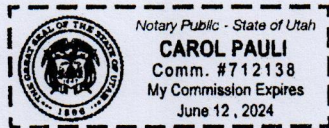
STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Kane

On this 15 day of January 2019, before me Carol Pauli, a notary public,  
personally appeared 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.

Notary Seal



Carol Pauli  
Notary Public





**GRANTOR:**  
LONE TREE LAND, L.L.C.,  
a Utah limited liability company

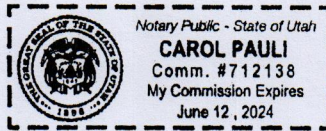
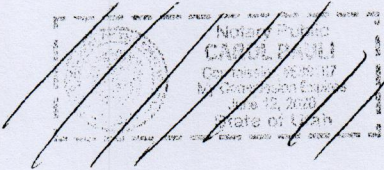
By: Christine W. Whitear  
Christine W. Whitear, Manager

STATE OF UTAH )  
 )  
 ) :SS  
COUNTY OF Salt Lake

On this 15 day of January 2019, before me Carol Pauli, a notary public, personally appeared 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.

Notary Seal CP

Carol Pauli  
Notary Public





GRANTEE:

WASATCH PEAKS RANCH, LLC,  
a Delaware limited liability company

By: Wasatch Peaks Ranch Management,  
LLC, its Manager

By: [Signature]

Name: Ed Schultz

Its: Authorized Signatory

STATE OF UTAH )

COUNTY OF Salt Lake ) :ss

On this 29 day of January 2019, before me Emily A. Bagley, a notary public, personally appeared Ed Schultz, Authorized Signatory of Wasatch Peaks Ranch Management LLC, Manager of Wasatch Peaks Ranch, LLC 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 under proper authority from and on behalf of Wasatch Peaks Ranch, LLC.



[Signature]  
Notary Public

My Commission Expires: 11-20-2022



EXHIBIT "A"

(Legal Description of Gailey Ranch 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 "B"**  
**Legal Description of Peterson Creek Easement**

**Easement Description**  
**Peterson Creek**

An easement for access and utilities across the SE ¼ SE ¼ of Section 1 and the N ½ NE ¼ of Section 12, T4N, R1E, S.L.B.&M., Morgan County, Utah said easement being more particularly described as follows:

**BEGINNING** at a point on the East line of said Section 1, said point of beginning lying N 0°14'17" E, 125.88 feet from the Southeast corner thereof;

thence, with a **parallel sideline 105.00 feet right, and the left sideline being the East line of said Sections 1 and 12 (Grantor's boundary line)**, S 33°18'39" W, 95.42 feet to the Point of Curvature of a curve concave to the East and having a radius of 150.00 feet;

thence Southerly 36.50 feet along the arc of said curve, through a central angle of 13°56'36", the long chord of which bears S 26°20'21" W, 36.41 feet;

thence S 19°22'03" W, 118.95 feet to the Point of Curvature of a curve concave to the Northwest and having a radius of 150.00 feet;

thence, with **parallel sidelines 75.00 feet left and 105.00 feet right**, Southwesterly 170.64 feet along the arc of said curve, through a central angle of 65°10'51", the long chord of which bears S 51°57'28" W, 161.59 feet;

thence, with **parallel sidelines 75.00 feet left and 75.00 feet right**, S 84°32'54" W, 284.11 feet to the Point of Curvature of a curve concave to the South and having a radius of 200.00 feet;

thence Westerly 14.00 feet along the arc of said curve, through a central angle of 4°00'39", the long chord of which bears S 82°32'35" W, 14.00 feet;

thence S 80°32'15" W, 178.26 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 460.00 feet;

thence Southwesterly 166.17 feet along the arc of said curve, through a central angle of 20°41'52", the long chord of which bears S 70°11'19" W, 165.27 feet;

thence, with **parallel sidelines 75.00 feet left and 105.00 feet right**, continuing 400.11 feet along the arc of said curve, through a central angle of 49°50'10", the long chord of which bears S 34°55'18" W, 387.62 feet;

thence, with **parallel sidelines 75.00 feet left and 75.00 feet right**, continuing 28.34 feet along the arc of said curve, through a central angle of 3°31'46", the long chord of which bears S 8°14'20" W, 28.33 feet;

thence S 6°28'27" W, 170.56 feet to the Point of Curvature of a curve concave to the Northwest and having a radius of 200.00 feet;

thence Southwesterly 162.07 feet along the arc of said curve, through a central angle of 46°25'47", the long chord of which bears S 29°41'20" W, 157.67 feet;

thence, with **parallel sidelines 75.00 feet left and 75.00 feet right**, S 52°54'14" W, 41.11 feet to the Point of Curvature of a curve concave to the Southeast and having a radius of 200.00 feet;

thence Southwesterly 40.92 feet along the arc of said curve, through a central angle of 11°43'20", the long chord of which bears S 47°02'34" W, 40.85 feet;

thence S 41°10'54" W, 340.78 feet, more or less, to the South line of said N ½ NE ¼.

Said easement being 2247.94 feet, more or less, in length, with the Basis of Bearing for the easement being N 0°14'17" E from the Southeast corner of said Section 1 to the East one-quarter corner thereof, with the sidelines of the easement closing on Grantor's property lines.



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)

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)

00-0001-6517 (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)  
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)  
And 00-0001-1773, 00-0001-1468, 00-0001-1823



EXHIBIT "C"  
Depiction of Crittenden Property and Croft Property  
(not intended as a legal description of real property)

