

When Recorded Return To:  
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9533 South 700 East, Suite 103  
Sandy, UT 84070

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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
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RECORDED FOR INTEGRATED TITLE INSURANCE

**DECLARATION  
OF  
PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS,  
CONDITIONS AND RESTRICTIONS AND RELOCATION RIGHTS  
FOR  
WELL SITES**

THIS DECLARATION OF PROTECTIVE COVENANTS, AGREEMENTS, EASEMENTS, CONDITIONS AND RESTRICTIONS AND RELOCATION RIGHTS ("The Declaration") is made November 19, 2008, by **Anderson Geneva, LLC.**, a Utah limited liability company, and **Ice Castle Retirement Fund, L.L.C.** ("hereinafter collectively referred to as "Grantor").

**WITNESSETH:**

**Whereas**, Grantor is the fee simple owner of certain real property described at Exhibit A, attached hereto and by reference made a part hereof (hereinafter the "Property");

**Whereas**, Central Utah Water Conservancy District, a body politic within the State of Utah, ("CUWCD") owns certain water rights and owns or will own sites for water wells within the Property, which wells and well sites are described at Exhibit B, attached hereto and by reference made a part hereof (hereinafter the "Well Sites"); and

**Whereas**, CUWCD and Grantor have agreed that the well sites should be subject to certain covenants, conditions and restrictions ("Well Site Protective Covenants");

**Whereas**, Grantor desires to benefit the Property, and these Well Site Protective Covenants are hereby created and will be recorded for the benefit and protection of Grantor and its successors and assigns and the Property; and

**Whereas**, Grantor and CUWCD have executed an Amendment to Revised Purchase and Sale Agreement, dated November 19, 2008, (the "Agreement") of which this Declaration is an exhibit thereto; and

**Whereas**, CUWCD has executed this Declaration acknowledging its approval of these Well Site Protective Covenants

**DECLARATION:**

**Now, therefore,** Grantor does hereby proclaim, publish and declare that the Well Sites shall be held, owned, transferred, sold, conveyed, hypothecated, leased, subleased, occupied, and improved in accordance with and subject to the Well Site Protective Covenants hereinafter set forth which Well Site Protective Covenants and this Declaration shall run with the land and be binding upon Grantor and CUWCD and upon all parties having or acquiring any right, title or interest in and to any part of the Well Sites and shall inure to the benefit of Grantor and each and every owner or owners of all or any part of the Property.

**ARTICLE I****DEFINITIONS**

**"Agreement"** shall mean the Amendment to Revised Purchase and Sale Agreement executed between Grantor and CUWCD dated November 19, 2008.

**"Building"** shall mean and include, but not be limited to, any structure built for permanent use on a Well Site, and all projections or extensions thereof, including but not limited to garages outside platforms and decks, loading docks, storage tanks, carports, canopies, enclosed areas, sheds, tents, mailboxes, radio or TV antenna, satellite dishes or other communication facilities, fences, signboards, or any other temporary or permanent improvement to such Well Site.

**"Committee"** shall mean Grantor, or any architectural control committee established within the Property which may have jurisdiction over a Well Site as provided herein.

**"Commuter Well Sites"** means Well Sites that lie within or adjacent to, or which are incorporated into parking, loading, entry ways, or station areas for a future commuter rail station or light rail station, as such areas are set forth at Exhibit B, and are particularly identified therein as Well Sites 4 and 5.

**"Declaration"** shall mean this Declaration of Protective Covenants Agreements, Easements, Conditions and Restrictions, together with all of the provisions provided herein, which shall be recorded in the office of the Utah County Recorder, State of Utah, as the same may from time to time be supplemented or amended in the manner described herein.

**"Deed"** shall mean any deed, assignment, lease or other instrument conveying title or a leasehold interest in any part of the Property or Well Sites.

**"Development Guidelines"** means the standards, requirements and restrictions that may be adopted from time to time by the Committee.

**"Entry Well Site"** means that Well Site that is adjacent to 800 North and Geneva Road entry roadway to the Property, identified as Well Site 11 at Exhibit B.

“Grantor” shall mean the entity described in the first paragraphs of this Declaration, or its successors or assigns.

“Improvements” shall mean and include, but not be limited to, Buildings, out buildings, driveways, exterior lighting, fences, landscaping, lawns, loading areas, parking areas, retaining walls, roads, screening walls, signs, utilities, and walkways located on a Well Site owned by CUWCD or its assigns.

“Landscaping” shall mean a space of ground covered with lawn and/or ground cover, and/or xeriscape, combined with shrubbery, trees and the like, which may be complemented with earth berms, walls, architectural features, masonry or similar materials.

“Lawn” shall mean a space of ground covered principally with grass.

“Owner” shall mean any person or entity taking ownership or having a leasehold interest in the Property.

“Property” shall mean that real property described at Exhibit A.

“Protective Covenants” shall mean all of the covenants, conditions, restrictions and reservations set forth in this Declaration.

“Sign” shall mean and include every advertising message, announcement, declaration, demonstration display illustration, insignia, surface or space erected or maintained in view of the observer thereof for the identification, advertisement or promotion of the interests of any person, entity, product or service. The term “Sign” shall also include the sign structure, supports, lighting systems and any attachments, ornaments or other features used to draw the attention of observers. This definition does not include any flag of any government or governmental agency erected for and used to identify said government or governmental agency.

“Street” shall mean any public or private street or highway, whether presently constructed, dedicated by plat map or contemplated in the future, under a street plan approved by any public authority or pursuant to this Declaration. Street shall include public and private roadways, walkways and curb and gutter constructed to the boundary of the Well Site.

**ARTICLE II**  
**PURPOSES OF DECLARATION:**  
**MUTUALITY OF BENEFITS AND OBLIGATIONS**

Section 2.1 Purposes. The purposes of this Declaration are:

(a) to insure proper use and appropriate, adequate and reasonable development of each Well Site located thereon;

(b) to preserve and enhance the value to Grantor and each Owner of the

Property;

(c) to protect against the erection of Improvements constructed of improper, unsuitable or undesirable material;

(d) to encourage the construction and maintenance of attractive, permanent Buildings and Improvements that are compatible and harmonious as to appearance, function and location with Improvements situated on or planned for areas within the Property and surrounding the Well Sites;

(e) to assure adequate off-street parking space and off-street truck loading and maneuvering facilities within the Well Sites;

(f) to provide for architectural compatibility of each Well Site with the lands and developments surrounding the Well Site; and

(g) in general to provide for the orderly, aesthetic and high quality architectural and engineering development, improvement and design of the Well Sites and each Building thereon so as to promote the general welfare of the current and future Owners and occupants of the Property and to enhance the value of the Property.

Section 2.2. Mutuality. The Protective Covenants set forth herein are made (or the mutual benefit of Grantor and CUWCD and are intended to create reciprocal rights and obligations between them and with Owners of lands within the Property to the extent their interests are affected or as rights of Grantor hereunder may be assigned or transferred to other persons or to any Committee.

Section 2.3 Retained Powers of Grantor. To the extent Grantor is an Owner of any portion of the Property, Grantor shall be entitled to all of the rights and privileges of this Declaration. Grantor retains the power to delegate all or part of its rights hereunder to other persons or entities acquiring rights in the Property adjacent to a Well Site, or to any Committee which has architectural control or oversight of lands within one thousand (1000) feet of any Well Site.

#### ARTICLE IV LAND USE

The Well Sites shall be used exclusively for purposes of constructing water wells, water well pump facilities and associated equipment, water treating equipment, electrical transformers and associated electrical equipment, emergency generators and associated equipment, a building to house the water well and water conditioning equipment, fencing or other security measures, parking and drives for construction and maintenance of such water well facilities, landscaping of the Well Site and such other related uses. The facilities so constructed on the Property shall (i) be of high quality, using architectural materials and designs satisfactory to Grantor or Grantor's delegated Owner or a Committee, (ii) shall take into account all future uses of the Property, and (iii) shall provide a pleasing appearance and landscape in order not to detract from the surrounding uses, whether current uses or future planned uses. Any other uses of a Well Site shall be and hereby are prohibited.

## ARTICLE V GENERAL RESTRICTIONS, COVENANTS AND REQUIREMENTS

The following restrictions, covenants and requirements are imposed on the Well Sites, and on all Buildings and Improvements located thereon, and are binding upon CUWCD, and may be enforced against CUWCD or its successors or assigns who acquire any interest in a Well Site:

Section 5.1. Use. Each Building shall be used solely for the purposes set forth in Article IV above. In so using the Building, CUWCD shall at all times comply with all present and future safety, health, environmental or other laws, ordinances, orders, rules regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards and officers, and all orders rules and regulations of the National Board of Fire Underwriters or any other body exercising similar functions, which may be applicable to the Building. CUWCD shall (i) comply with all federal, state and local statutes, rules and regulations governing substances or materials identified as toxic, hazardous or otherwise damaging to person or property by reason of its chemical nature (the "Environmental Laws") and (ii) promptly notify the Grantor in the event of any discharge, spillage, uncontrolled loss, seepage, release or filtration of oil or petroleum or chemical liquids or solids, particles, liquid or gaseous products, hazardous waste or any product or byproduct of CUWCD's operations that may constitute an environmental hazard upon, on or under the Building or anywhere within the Well Site.

Section 5.2. Location of Buildings. All Buildings shall be set back from the back of curb of any public street by at least thirty (30) feet, which can be waived in the discretion of the Committee. All other setbacks, if any, from Well Site boundary lines shall be based on the site plan approved by the Committee and shall be a result of architectural planning of a specific Well Site considering all factors surrounding that specific Well Site.

The above minimum setback has been established to create and preserve an attractive setting for all Buildings.

Section 5.3. Parking and Parking Areas. No parking shall be permitted on any Street, or any place other than parking areas located upon the Well Sites. All driveways and areas for parking, maneuvering, loading and unloading shall be paved with asphalt, concrete or similar materials, curbed with concrete and screened to the extent practical with Landscaping materials. Parking areas shall be landscaped as part of the overall site plan.

Section 5.4. Landscaping. Landscaping and irrigation shall be installed for a minimum depth of thirty (30) feet, beginning at the back of curb on that portion of any Well Site that abuts any Streets, and as otherwise approved for the specific site plan with regard to other boundaries of a Well Site. CUWCD shall maintain any curbside improvements installed and dedicated as part of any municipal right of way as it abuts the Well Site of CUWCD. CUWCD shall also provide Landscaping and irrigation in the areas between its boundary lines and buildings or parking areas located on the Well Site. Every Well Site shall be landscaped in accordance with plans submitted and approved in writing by the Committee. Landscaping shall be installed

within ninety (90) days after completion of Building construction or as soon thereafter as weather will permit, and shall be maintained in the manner as set forth in these Protective Covenants.

As a requirement of landscaping approval under this Section 5.4, if determined by the Committee, landscaping in the frontscape of a Well Site may be required to display a common theme and style.

Section 5.5. Fences. Fences along Street frontages, other than Landscape decorative fencing, shall be erected behind the landscaped area required in Section 5.4. Fences along Street frontage shall not be designed to completely obstruct views of Buildings unless the Committee agrees that such fencing will enhance the appearance of the Building Site. No chain link fencing of any type or style will be allowed.

Section 5.6. Curb Cuts. Curb cuts for driveways shall be a minimum of ten (10) feet from adjacent property lines (except railroad property lines), except for any driveway that is shared by adjacent landowners, in which case decorative landscaping shall be installed to enhance the appearance along the common drives and to make such drives appear planned with common landscape themes and maintenance.

Section 5.7. Signs.

(a) Subject to approval of the Committee, all Signs shall conform to the following general requirements:

(i) Only a company name and/or company logo shall be permitted, along with such other identifying features and information as the Committee may permit.

(ii) All illumination shall be provided by a concealed source and all back-lighting shall be contained within the area of the Sign.

(iii) No neon, traveling, flashing, intermittent or similar illumination of any kind shall be permitted.

(iv) All wiring and all appurtenant electrical equipment shall be installed inside the Building, underground or within the Sign.

(v) Signs shall conform to the requirements of all municipal sign ordinances.

(b) During the period of development and prior to the completion of the principal building on each Well Site, the Well Site shall have only one temporary construction sign.

(c) There shall be no more than one sign located in proximity to the primary access point to the Well Site ("Roadway Sign"), and no more than one sign on the front surface of each Building within the Well Site ("Building Mounted Sign").

(d) The Committee may from time to time make changes or modifications to the above requirements to take into account changes in technology or other considerations deemed by the Committee to be in the best interests of the Property.

Section 5.8. Exterior Construction, Materials and Colors. All exterior walls of any Building must be finished with architectural masonry units, natural stone, precast concrete (including cast in place concrete tilt-up panels) with coatings or other treatments to simulate natural materials, stucco or brick, aluminum or steel (which is treated or coated to provide the look of natural, stone, brick or stucco appearance) or glass materials, or their equivalent, along with such other architecturally and aesthetically suitable building materials as shall be approved in writing by the Committee. All finish materials shall be maintainable and sealed as appropriate against the effects of weather and soiling. Color shall be harmonious and compatible with colors of the natural surroundings and adjacent Buildings as determined by the Committee. The Committee may require that all Buildings or Improvements on the Well Sites be improved with a common architectural theme which is consistent with a theme which is used in nearby areas within the Property.

Section 5.9. Temporary Structures. No temporary Buildings or other temporary structures shall be permitted on any Well Site; provided, however, trailers, temporary buildings and the like shall be permitted for construction purposes during the construction period of a permanent Building. The location and nature of such structures must be submitted to and approved by the Committee and shall be placed as inconspicuously as practicable, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the Building(s) in conjunction with which the temporary structure was used.

Section 5.10. Antennas, Aerials and Dishes. CUWCD may only erect such antennas, aerials or dishes on its Buildings and Improvements as are reasonably required for its own systems and use in operating a water system and shall use reasonable efforts to reduce visibility and height of such antennas, aerials and dishes to the extent possible using reasonably available technology. Such equipment shall be reasonably maintained so as to present as slightly appearance as possible. No other such equipment may be maintained by CUWCD or installed for use of third parties.

Section 5.11. Utilities; Mechanical Equipment; Roof Projections; Etc.

(a) Except as may otherwise be required under applicable laws or utility company guidelines, all electrical, gas, telephone, data and water services shall be installed and maintained underground.

(b) Transformers that may be visible from a primary visual exposure area shall be screened with either plantings or a durable non-combustible enclosure (of a design configuration acceptable to local electrical utility).

(c) Transformer enclosures shall be designed of durable materials with finishes and colors which are unified and harmonious with the overall architectural theme.

(d) Exterior-mounted electrical and gas equipment shall be mounted on exposed surfaces only when an interior mounting is impractical. When mounted on the exterior, electrical equipment shall be mounted in a location that is substantially screened from public view. In no case shall electrical equipment be mounted on the street side or significant exposure side of any Building without the approval of the Committee.

(e) Exterior-mounted electrical equipment and conduits shall be kept to a visible minimum. Where visible, they shall be installed in a neat and orderly fashion and shall be painted to blend with their mounting backgrounds.

(f) Back-up diesel or natural gas electrical power generators shall be housed in an enclosed Building (either separate or part of larger structures) allowing for appropriate ventilation, intake and exhaust facilities and other necessary requirements. Such facilities shall provide screening for intake and exhaust facilities, landscaped, and the Buildings shall be architecturally compatible with other Buildings on the Well Site, with such landscaping and Buildings to be approved by the Committee.

Section 5.12. Loading and Servicing Areas. Loading doors, docks, material handling facilities, accessory structures and servicing areas shall be screened, as much as reasonably practical, to minimize the effect of their appearance from public areas or neighboring sites and from roadways. Moreover, loading and servicing areas shall be designed as an integral part of the Building architecture, so that the entire loading and servicing operation can be conducted within the confines of any such area. Loading areas shall not encroach into setback areas along street frontages. Off Street loading space shall be designed to include an additional area or means of ingress and egress which shall be adequate for maneuvering. No on-street loading or unloading or parking shall be allowed.

Section 5.13. Garbage and Debris. No refuse, garbage, trash, or debris, grass, shrub or tree clippings, plant waste, or other waste materials shall be kept, stored or allowed to accumulate, on any Well Site except within a three-sided enclosure with a gate (no roof necessary) and container approved by the Committee which is appropriately screened from view, in a manner acceptable to the Committee; except that any refuse or storage container containing such materials, may be placed outside at such time as may be reasonably necessary to permit garbage or trash pickup. The Committee, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the type and appearance of permitted trash receptacles, the screening thereof by fences, walls or otherwise, and the manner of locating the same on the Well Site.

Section 5.14. Accumulation of Materials; Storage Areas. Materials, supplies, equipment, company-owned vehicles or similar items shall be stored in a location that shall be screened as much as reasonably practical, from the view of adjacent Buildings, Streets and pedestrian walkways by either a fence, wall, landscaping screen or similar manner which shall be approved in writing by the Committee. It is not anticipated that equipment, materials or supplies or vehicles will be stored on a Well Site except during construction or during maintenance, repairs, or other such times.

Section 5.15. Fuel Storage. Above ground fuel storage of up to 4,000 gallons for



emergency back-up generators is allowed, provided that such fuel storage shall be maintained in a three-sided enclosure with a gate (no roof necessary) with landscaping and screened from public views.

Section 5.16. Maintenance of Well Sites. CUWCD shall at its own expense keep each Building and all Improvements located thereon, including Landscaping, in a clean, safe, attractive and aesthetically pleasing condition, in good order and repair, including and without limitation, (a) painting and repairing and generally maintaining the exterior of all Buildings and other Improvements at such times necessary to maintain the appearance of a first class industrial and business park facility, (b) maintaining (including snow removal) and repairing any parking lot and truck dock areas, road, driveway; storm sewer, utilities, or similar Improvement located within the perimeter of all such Well Sites in a manner and with such frequency as is consistent with good property management, (c) maintaining and landscaping all Lawns, trees, grass, shrubs, flowers and other Landscaping in accordance with the requirements of Section 5.20 hereof, (d) maintaining or repairing any utility lines that service any Building or Improvements to the extent such lines are not required to be maintained or repaired by Vineyard Town or any applicable utility company, and (e) cleaning of all glass on any Building at least quarterly. The expense of any maintenance, repairs or landscaping required in this section shall be the sole expense of CUWCD, and the Grantor, and the Committee shall in no way be responsible for any expenses related to any maintenance, repair, landscaping or improvement on any Well Site. Notwithstanding the foregoing, if CUWCD fails to properly clean and maintain any Building or Improvement or Landscaping, then, without any duty to do so, and in its absolute discretion, the Committee may, upon thirty days written notice to CUWCD, enter into the Well Site and perform maintenance, repairs, cleaning, and Landscape maintenance all at the expense of CUWCD.

Section 5.17. Sounds. No exterior speaker, horns, whistles, bells or other sound devices, other than devices used exclusively for safety, security, fire prevention or fire control purposes, shall be located or used on any Well Site except to the extent permitted by the Committee.

Section 5.18. Maintenance of Drainage. Any Well Site shall have appropriate provision for water retainage/detention as may be necessary or appropriate for the Property's overall drainage system, as determined in the reasonable judgment of the Committee. The established drainage pattern over any Well Site may not be altered except as approved in writing by the Committee. Each Well Site shall be designed to detain such storm water or other drainage as may be required after considering the storm water drainage system within the Property and adjacent subdivisions. CUWCD may not discharge into any storm drainage system any water, process water, sewage, hazardous waste or any other materials not authorized by Grantor, the Committee and/or Vineyard Town.

Section 5.19. Water Systems. CUWCD shall be responsible to provide its own culinary water system for any Well Site, or obtain water from the local water service provider at its own expense for irrigation and service of the Well Sites.

Section 5.20. Maintenance. Any Lawn and all Landscaping shall be maintained by CUWCD in substantially the following manner:

Cut	Cut all Lawn areas on a regular basis with mowers so as to maintain a manicured appearance.
Trim	Trim around all Buildings, trees, poles, fences and other obstacles during such servicing,
Edge	Edge all walks, curbs, driveways, and similar areas upon such servicing.
Weed	Remove all weeds from bed areas as needed.
Clean Up	Remove all grass clippings from walks, drives, and parking areas after performing any maintenance of Landscaping.
Shrub Pruning	Prune all shrubbery as needed to maintain and promote a manicured and healthy appearance.
Tree Pruning	Prune all trees as required to remove damaged branches, sucker growth, dead wood, and similar matters.
Leaf Removal	Collect and remove all fallen leaves.
Parking and Interior Drives	Sweep, power-wash, paint, re-surface, repair as necessary to maintain clean and well maintained appearance.

Section 5.21. Exterior Lighting. All exterior and security lighting shall have underground service and shall be designed, erected, altered and maintained in accordance with, plans and specifications approved in writing by the Committee to the end that lighting shall be compatible and harmonious throughout the Property. In general, lighting will be restricted to the Well Site and parking or drive areas where safety and appearance will be enhanced and will not project vertically or off of the Well Site except as approved by the Committee.

Section 5.22. Application of Restrictions. All Well Sites shall be held, used and enjoyed subject to the limitations, restrictions and other provisions set forth in this Declaration. However, reasonable variations from the strict application of the limitations and restrictions in this Article V in any specific case may be granted by the Committee if such strict application would be unreasonable or unduly harsh under the circumstances or otherwise not in the best interests of, or harmful to, other Owners within the Property. Any such variance shall not constitute a waiver or estoppel with respect to any of the provisions of this Declaration on any future action by the Committee. In particular, reference is made to Entry Well Sites and Commuter Well Sites which shall have different standards as determined by Grantor and/or the Committee.

Section 5.23 Emergency Conditions. CUWCD is a public utility and may encounter emergency circumstances from time to time where the rules and requirements of this Declaration may require temporary suspension. These circumstances include, but are not limited to, earthquake, flood or other natural disaster, power outages, failure of equipment, systems or facilities, which provide potable water to municipal water systems, or other such emergencies where restrictions placed on storage of on-site materials and supplies, lighting, noise, equipment storage or other concerns may be temporarily suspended or ignored as reasonably necessary until the emergency conditions have been remedied. CUWCD shall have a reasonable period of time to return the Well Site to normal conditions after an emergency event.

Section 5.24 Entry Well Site. For Well Site 11 (See Exhibit B attached) the additional and supplemental standards of this Section 5.24 shall apply. The Entry Well Site is located in an area which constitutes an entry point into the Property and has significance for purposes of providing an aesthetically pleasing and architecturally significant entry point for the future development of the Property. CUWCD agrees to incorporate architectural details of an entry feature selected by Grantor into any buildings on the Entry Well Site, and subject to the reasonable approval of Grantor, to construct buildings or structures on the Entry Well Site which provide an entry feature with a theme and design, and using materials specified by Grantor. This may include the use of architectural stone, masonry, or brick, and the incorporation of other architectural features and styles that will set a theme and style for development. CUWCD recognizes, acknowledges and agrees that for purposes of the Entry Well Site, the cost of the Buildings may be increased materially over standard Well Sites because of the entry features. All names, signs or lighting attached to the entry Building and features shall be at the sole cost and expense of Grantor.

No fences shall be used on any Entry Well Site and Grantor and CUWCD shall cooperate to determine reasonable means to control access to any Building and maintain adequate security for operation and maintenance of any well on the Entry Well Site. If Grantor desires to initiate development of an entry feature on the Entry Well Site, CUWCD agrees to construct the Building on the Entry Well Site within six (6) months of receiving written notice from Grantor even though a well has not been constructed in order to facilitate the construction of the entry feature and incorporation of the entry feature into the Building. In the alternative, upon receipt of such notice from Grantor, if CUWCD has not previously constructed a well on the Well Site or is not prepared to drill a well on the Well Site and build a Building, CUWCD may instead construct walls or a wall which will be set within the Southeast corner of the Well Site, and may be configured to have one, two or three sides, in the sole discretion of Grantor, which will be architecturally compatible and complimentary with the eventual Buildings. The said wall(s) shall provide the setting and back-drop for an entry feature for Grantor's development. The wall(s) may, in Grantor's discretion, be up to 25 feet long on each side and up to 15 feet tall. Grantor may extend a feature higher than 15 feet at Grantor's expense. If wall(s) are constructed as provided herein, the wall(s) shall constitute a stable architectural structure with all engineering supports necessary for the creation and maintenance of the wall(s) as a separate structure. Grantor and CUWCD acknowledge that the location of the well within the Entry Well Site must be at least 100 feet from the Property boundary lines.

The parties shall cooperate in the design and construction of the Building and Improvements (or walls as the case may be) so that all Improvements compliment and work with the architectural theme and design of the entry feature selected by Grantor. The Building size shall be minimized to the extent possible such that it shall provide for an attractive entry feature and not overly large in scale of similar features. Examples of such features may be found at Traverse Mountain, Daybreak and other such large development projects. To the extent reasonably possible, all Improvements shall be located within the Building or within landscaped areas or underground.

Grantor acknowledges that security of the Building, wells and equipment is of paramount importance for CUWCD and this may limit the installation of windows or skylights (although

false windows may still be utilized) and doors must be secure steel doors.

Section 5.25 Commuter Well Sites. For Commuter Well Sites the additional and supplemental standards of this Section 5.25 shall apply. Commuter Well Sites are located in areas which are anticipated to be beginning and end points of a future commuter rail station, light rail station and/or incorporated into parking areas adjacent to such rail stations. CUWCD will locate two of the Well Sites, namely Well Sites 4 and 5, within the areas of the commuter rail station as shown on Exhibit B, and shall construct Buildings with architectural detail specified by Grantor which will complement the architectural detail and theme of the commuter rail station and surrounding development. With regard to such Well Sites 4 and 5, the easement for the well protection zone may include areas under the commuter rail station and right of way (excluding trackage right of way), and any overpass structures. Similar to the Entry Well Site, Well Sites 4 and 5 will not have a fence surrounding the buildings unless a fence structure can be incorporated into the architectural and landscape plan for the entry and exit points of the commuter rail station. Grantor and CUWCD will consult with one another during the design and development of wells at Commuter Well Sites 4 and 5 and during the design and development of the commuter rail station in order to optimize the development and architectural potential of the commuter rail site and at the same time allow for appropriate improvements to be installed for the water wells of CUWCD. Structures housing ancillary equipment for operation of the water wells for Well Sites 4 and 5 may, to the extent reasonably possible, be required to be located underground or in buildings that are in part underground, giving due consideration to state drinking water regulations and groundwater levels, such that walkways can be constructed over the top of the structures, and no Building will be placed over the top of the well structure, unless it can be incorporated into the parking, landscape and architecture of the area with minimal interference.

Notwithstanding the foregoing, CUWCD shall have reasonable and necessary access to its Buildings and wells and equipment for purposes of constructing, servicing and maintaining the Buildings, wells and equipment. CUWCD shall restore and replace any parking areas, walkways, or landscaping damaged or destroyed in its construction or maintenance of its wells, Buildings or equipment. Grantor acknowledges that security of any Building, wells and equipment is of paramount importance for CUWCD and this may limit the installation of windows or skylights (although false windows may still be utilized) and doors must be secure steel doors.

## ARTICLE VI COMMON FACILITIES CHARGES

To the extent that any Well Site is located within a private assessment area which provides for assessments made to a distinct group of private Owners within the Property for roads, private rail crossings, storm drainage systems, water systems or other such systems ("Common Facilities") which are used in common with others within the group, wherein CUWCD also uses part or all of such Common Facilities, then CUWCD shall pay its proportionate share of Common Facilities charges and assessments. CUWCD shall be subject to

reasonable assessments therefore as may from time to time be established.

## ARTICLE VII ZONING AND OTHER RESTRICTIONS

These Protective Covenants shall not be taken as permitting any action or thing prohibited by zoning laws or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease, that are applicable to the Property. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or the Protective Covenants shall be taken to govern and control. Any approval of the Grantor required in this Declaration does not in any way relieve CUWCD from obtaining approvals or otherwise complying with any laws, rules or regulations required by any governmental body or other person having jurisdiction or other legal rights thereunder.

## ARTICLE VIII APPROVAL OF PLANS; CONSTRUCTION

Plans for all Buildings and Improvements on the Well Sites shall first be submitted to Grantor for approval before any construction may be initiated. Grantor shall respond to any submittal from CUWCD within thirty (30) days after receipt of any plans submitted to Grantor for approval.

## ARTICLE IX GENERAL EASEMENTS

Section 9.1. Drainage. Grantor hereby reserves easements over each Well Site for drainage of surface water wherever and whenever reasonably necessary in order to maintain reasonable standards of health, safety and appearance; provided, however, that such easements shall terminate as to any particular Well Site when CUWCD submits a Building plan for construction of a well and Building on a Well Site. Such easement expressly includes the right to cut any trees, bushes or shrubbery, make any grading of the soil, or to take any other similar action reasonably necessary to maintain reasonable standards of health and appearance.

Section 9.2. Grading. Grantor may at any time make such cuts and fills upon the Well Site and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the streets or Common Facilities adjacent to the Well Site, but shall first notify CUWCD of the work to be done; provided, however, that after plans for construction of a well and Building on the Well Site shall have been received and approved by Grantor as provided herein, the rights of Grantor under this section shall terminate with respect to all parts of such Well Site where such cuts and fills have not previously been placed and grading has not already occurred.

Section 9.3. Utilities and Signs. Grantor hereby reserves unto itself an easement and right of way including but not limited to rights of ingress and egress within a 20 foot right of way around the perimeter of the Well Site for the limited purpose of constructing, erecting, operating and/or maintaining utilities and similar public or quasi-public improvements on the Well Site as

necessary to complete construct, develop, expand and improve the Property and other lands of Grantor, provided, however, no unpermitted uses may be included in such easement as limited under applicable drinking water regulations for well protection zones. Any use of such easement shall be performed in such a reasonable manner as to minimize the impact of such construction, maintenance, or use, upon the Well Site.

## ARTICLE XII GENERAL

Section 10.1. CUWCD Acceptance. By accepting a deed or conveyance from Grantor to the Well Sites, CUWCD accepts title to the Well Sites subject to each and all of the terms of this Declaration, including without limitation the Protective Covenants and agrees to be bound by the terms of this Declaration.

Section 10.2. Enforcement. Enforcement of the provisions of this Declaration may be made by Grantor, or its assigns, or by CUWCD, and either party may bring an appropriate proceeding at law or in equity against any person, corporation, trust or other entity violating or attempting to violate said provisions either to restrain such violation enforce liability, and to recover damages, or by any appropriate proceeding at law or in equity against the land to enforce any lien or charge arising by virtue thereof. The failure of any party to enforce any of the provisions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.3. Severability. Every one of the provisions of this Declaration, including the Protective Covenant is hereby declared to be independent of, and severable from the rest of the provisions and of and from every combination of such provisions. Invalidation by any court of any provision or restriction in this Declaration shall in no way affect any of the other provisions or Protective Covenants, which shall remain in full force and effect.

Section 10.4. Captions. The captions preceding the various sections paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Declaration. Wherever and whenever applicable, the singular form of a word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or the neuter.

Section 10.5. Duration, Modifications and Termination. The conditions, restrictions, covenants, easements and reservations set forth in this Declaration shall run with the land covered by the Well Sites, and bind the Well Sites for the benefit of the Property and for the benefit of Grantor and its successors and assigns and for the benefit of CUWCD. Such covenants, conditions, restrictions, easements and reservations shall be perpetual until they shall expire by their terms.

Section 10.6. Assignability. Grantor may assign such of its rights and obligations herein to any person or entity to which Grantor simultaneously conveys its interest to a portion of the Property affected by a Well Site. Grantor shall require that any assignee shall likewise be bound to the terms and conditions of this Declaration upon any such assignment. Written notice of such assignment shall be given to CUWCD. By such assignment and assumption, the grantee thereof shall be conclusively deemed to have accepted such assignment and shall thereafter have the

same rights and be subject to the same obligations as are given and assumed by Grantor herein. Upon such assignment, Grantor shall be released from all obligations which shall arise thereafter, but not from obligations arising prior to such assignment.

Section 10.7 Default. If Grantor or CUWCD fails to perform any obligation under this Declaration and such failure continues for a period of thirty (30) days after written notice of such failure is given to the defaulting party, or if the performance of such obligation would reasonably require more than thirty (30) days, if such defaulting party fails to commence such performance within such thirty (30) day period or thereafter diligently prosecute such performance to completion, the non-defaulting party may, on written notice to the defaulting party, perform such obligation in the stead of the defaulting party, or exercise any other right or remedy existing at law or in equity. The non-defaulting party shall be reimbursed by the defaulting party on demand for all costs and expenses (including attorney fees and costs) incurred in connection with such performance or enforcement of this Declaration, both before and after judgment, with interest on all such costs and expenses, at the rate of twelve percent (12%) per annum from the date incurred until paid.

Section 10.8. Environmental Covenants. CUWCD acknowledges that certain restrictive covenants have been filed and recorded against part or all of the Property, or will, in the future, be filed and recorded against all or party of the Property which relate to environmental conditions within the Property and Well Sites, including but not limited to, covenants against the land which have been filed and recorded by Grantor in relation to that subdivision known as Eastlake at Geneva Industrial Business Park Phase 1 ("Eastlake Environmental CCRs"). Such Eastlake Environmental CCRs provide for restrictions dealing specifically with environmental conditions and restrictions in respect to use of lands contained within the real property described therein. It is anticipated that similar environmental covenants applicable to the Property will be filed (the "Property Environmental Covenants"). Grantor specifically reserves to itself the right to file Property Environmental Covenants which will be effective with respect to the Well Sites, in compliance with any requirements of the Utah Division of Environmental Quality (or successor agency) ("UDEQ") at any time hereafter, and may require CUWCD to execute an acknowledgement that CUWCD and the Well Sites are subject to such Property Environmental Covenants. Notwithstanding anything herein to the contrary or in any other document or agreement, Grantor, UDEQ, and any municipality having authority or jurisdiction over the Property and Well Sites ("City"), may at any time, and from time to time, enforce the Property Environmental Covenants against CUWCD and any future owner of a Well Site, and failure to enforce the Property Environmental Covenants shall not constitute a waiver of any breach, default or failure to abide by the Property Environmental Covenants. Grantor, UDEQ and City shall have the right, at any time upon reasonable notice, to inspect any Building or Improvement to determine compliance by CUWCD with the Property Environmental Covenants. Grantor reserves on its behalf and on behalf of UDEQ, the right to enter upon any Building, upon reasonable notice, to conduct any environmental remediation activity, if required by UDEQ. In no case shall such inspection or entry unreasonably disrupt CUWCD's business or operations and Grantor shall indemnify CUWCD against any actual damage or injury (not including lost profits) caused as a result of Grantor's gross negligence or willful misconduct. The breach by CUWCD of any Property Environmental Covenant may cause CUWCD to be liable for and assume all responsibility for environmental conditions which exist as of the date of acquisition or occupancy. Notwithstanding the foregoing, Grantor agrees that unless CUWCD breaches any

such Property Environmental Covenant, CUWCD shall not be liable for, nor shall Grantor seek contribution from CUWCD for, any environmental remediation that may be necessitated on the Property with respect to any contamination existing as of the date of acquisition of the Property by CUWCD.

Section 10.9. Venue, Jurisdiction. Any action or proceeding brought to enforce the Protective Covenants and any dispute in relation to these Protective Covenants, shall be brought solely within the District Courts of Utah County, Utah. Each of Grantor and CUWCD hereby submits itself to the jurisdiction of said Courts.

Section 10.10 Approval by Central Utah Water Conservancy District. By signing this Declaration, Central Utah Water Conservancy District acknowledges, approves and accepts the Declaration as binding on the Well Sites.

IN WITNESS WHEREOF, Grantor and CUWCD have caused this instrument to be signed by duly authorized persons on the date first above written.

**Anderson Geneva, LLC**

a Utah limited liability company

By Anderson Geneva LLC

By: \_\_\_\_\_

Its: MANAGER

**Ice Castle Retirement Fund, L.L.C.**

a Utah limited liability company

By 1031 Intermediary Services LLC Side Member

By: Michelle Art

Its: President

**Central Utah Water Conservancy District**

a political subdivision of the State of Utah

By: Don A. Christensen

Its: General Manager

~~**Central Utah Water Conservancy District**~~

~~a political subdivision of the State of Utah~~



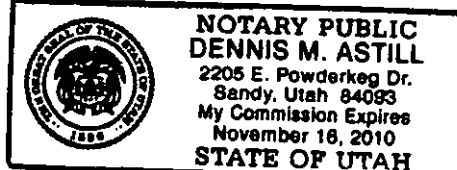
By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH )  
 )ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 19th day of November, 2008, by Gerald D. Anderson, as Manager on behalf of Anderson Geneva, LLC, Grantor.

[Signature]  
Notary Public

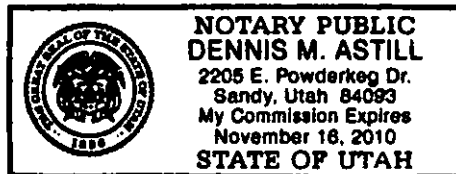
STATE OF UTAH )  
 )ss  
COUNTY OF SALT LAKE )



The foregoing instrument was acknowledged before me this 19th day of November, 2008, by Michelle C. Smith, President, as Sole Member on behalf of Ice Castle Retirement Fund, L.L.C., Grantor.

[Signature]  
Notary Public

STATE OF UTAH )  
 )ss  
COUNTY OF ~~SALT LAKE~~ UTAH )



The foregoing instrument was acknowledged before me this 19th day of November, 2008, by Don A. Christensen and \_\_\_\_\_, as General Manager and \_\_\_\_\_, respectively, on behalf of Central Utah Water Conservancy District, a political subdivision of the State of Utah.

*Betty B. Serkland*  
\_\_\_\_\_  
Notary Public



REAL PROPERTY DESCRIPTIONUTAH COUNTY TAX PARCELS NUMBERED AS FOLLOWS:

17-019-0011, 17-021-0050, 17-026-0002, 38-424-0001, 38-424-0002, 38-424-0007, 38-424-0011, 38-424-0012, 38-424-0020, 38-424-0021, 38-424-0022, 38-424-0023, 38-425-0001, 38-425-0002, 38-425-0004, and 38-428-0001 through 38-428-0010, inclusive.

THAT REAL PROPERTY LOCATED IN UTAH COUNTY, STATE OF UTAH AND PARTICULARLY DESCRIBED AS FOLLOWS:SURVEYED TRACT A

That portion of Section 6, 7, 8 & 18, Township 6 South, Range 2 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Beginning at the Southwest corner of said Section 8;

thence North 89°25'01" East 2643.06 feet along section line to the westerly right of way line of the Denver and Rio Grande Railroad;

thence North 30°04'07" West 3961.57 feet along said railroad right of way to a curve to the right having a radius of 12555.74 feet, a central angle of 02°48'15" and a chord that bears North 28°39'59" West 614.47 feet;

thence along said curve and said railroad right of way, a distance of 614.53 feet;

thence North 27°15'52" West 4486.96 feet along said railroad right of way to a point on the North line of the South one-half of said Section 6;

thence South 89°37'51" West 790.95 feet along quarter section line to the UTAH LAKE MEANDER LINE described in Entry No. 94662:2001 of the county records;

thence along the UTAH LAKE MEANDER LINE through the following 7 calls, to-wit:

South 04°54'22" East 970.93 feet;

South 11°31'05" West 1761.44 feet;

South 08°31'48" West 351.11 feet;

South 08°52'57" East 1042.47 feet;

South 04°32'46" West 1491.41 feet;

South 07°23'30" East 1181.71 feet;

South 05°24'11" East 733.27 feet to the east line of a County Road, Deed No. 5;

thence South 29°19'00" East 37.25 feet along said County Road;

thence South 09°06'00" East 600.59 feet along said County Road to the North line of said County Road;

thence South 89°59'38" East 2079.00 feet along said County Road;

thence North 68°49'00" East 372.96 feet to a point on the Section line between said Sections 7 and 8;

thence South 00°09'34" East 27.74 feet along section line to the POINT OF BEGINNING.

Containing 24475613 square feet or 561.883 acres, more or less.

SURVEYED TRACT B

That portion of Section 5, 6, 7, 8 & 17, Township 6 South, Range 2 East, Salt Lake Meridian, Utah County, Utah, more particularly described as follows:

Commencing at the East quarter corner of said Section 5; thence South 89°39'23" West 939.43 feet [REC S 89°32'30" E 938.64 FEET] along quarter section line to a point on the west right of way line of the Union Pacific Railroad the POINT OF BEGINNING;

thence North 07°47'29" West 1066.73 feet along said railroad right of way;  
thence South 82°12'31" West 50.00 feet;

thence North 07°47'29" West 85.00 feet;

thence North 57°33'44" West 346.15 feet;

thence South 89°29'57" West 1251.00 feet to the Southwest corner of the Northwest quarter of the Northeast quarter of said Section 5;

thence South 89°29'57" West 660.00 feet;

thence North 436.52 feet;

thence South 89°52'18" West 1683.83 feet;

thence North 89°47'50" West 307.55 feet to a point on the section line between said Sections 5 and 6;

thence South 00°44'53" East 810.62 feet along section line;

thence South 89°15'09" West 66.00 feet to the centerline of an existing drainage canal;

thence along said drainage canal through the following 12 calls, to-wit:

North 29°47'33" West 49.52 feet;

North 18°56'23" West 78.88 feet;

North 10°22'16" West 65.06 feet to a curve to the left having a radius of 9.66 feet, a central angle of 79°23'15" and a chord that bears North 50°03'53" West 12.34 feet;  
along said curve, a distance of 13.38 feet;

North 89°45'30" West 130.07 feet;

North 63°27'48" West 136.12 feet;

North 55°49'59" West 154.97 feet;  
North 85°44'08" West 160.51 feet;  
North 86°48'30" West 285.85 feet;  
North 78°38'52" West 218.84 feet;  
North 57°56'01" West 111.92 feet;  
North 14°20'07" West 65.48 feet;

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thence North 89°51'28" West 1066.60 feet to a point on the Easterly line of the Denver and Rio Grande Railroad and a point on a non-tangent curve to the right having a radius of 8241.81 feet and a chord that bears South 28°22'50" East 761.61 feet;

thence along said railroad right of way and curve, a distance of 761.88 feet to a point on the right of way of a rail spur and on a non-tangent curve to the left having a radius of 938.84 feet and a chord that bears South 66°21'52" East 764.96 feet;

thence along said curve, a distance of 787.88 feet;

thence North 23.50 feet;

thence North 89°34'54" East 1265.26 feet to a point on a non-tangent curve to the right having a radius of 985.03 feet and a chord that bears South 86°18'06" East 141.41 feet;

thence along said curve, a distance of 141.53 feet to a compound curve to the right having a radius of 984.82 feet, a central angle of 08°14'02" and a chord that bears South 78°04'07" East 141.41 feet;

thence along said curve, a distance of 141.53 feet;

thence South 73°57'06" East 327.88 feet to a curve to the left having a radius of 904.89 feet, a central angle of 16°27'00" and a chord that bears South 82°10'36" East 258.91 feet;

thence along said curve, a distance of 259.80 feet;

thence South 00°34'09" East 80.00 feet to a point on a non-tangent curve to the right having a radius of 984.88 feet and a chord that bears North 86°17'59" West 141.38 feet;

thence along said curve, a distance of 141.51 feet; thence continue westerly along said curve through a central angle of 08°13'56", a distance of 141.51 feet;

thence North 73°57'06" West 327.88 feet to a point on a non-tangent curve to the left having a radius of 904.11 feet and a chord that bears North 78°04'08" West 129.88 feet;

thence along said curve, a distance of 129.99 feet to a compound curve to the left having a radius of 904.91 feet, a central angle of 08°13'50" and a chord that bears North 86°18'11" West 129.88 feet;

thence along said curve, a distance of 129.99 feet;

thence South 89°34'54" West 1265.28 feet;

thence North 00°25'06" West 23.50 feet to a point on a non-tangent curve to the right having a radius of 971.86 feet and a chord that bears North 69°19'24" West 699.57 feet;

thence along said curve, a distance of 715.63 feet to a point on the Easterly line of the Denver and Rio Grande Railroad right of way;

thence along said railroad right of way through the following 3 calls, to-wit:

South 27°15'52" East 5261.68 feet to a curve to the left having a radius of 12455.74 feet, a central angle of 02°48'15" and a chord that bears South 28°40'00" East 609.57 feet;  
 along said curve, a distance of 609.64 feet;

South 30°04'07" East 9286.89 feet to a point on the West right of way line of State Highway No. 114;

thence North 00°25'44" West 2367.79 feet along said highway right of way to a fence corner;

thence along an existing fence line through the following 11 calls, to-wit:

South 89°35'13" West 260.92 feet;  
 North 03°49'36" East 106.21 feet;  
 North 15°42'50" East 74.21 feet;  
 North 04°18'29" East 43.84 feet;  
 North 63°02'16" West 18.38 feet;  
 North 03°37'44" East 362.19 feet;  
 North 84°54'53" East 18.18 feet;  
 North 02°55'15" West 39.03 feet;  
 North 89°51'49" East 65.96 feet;  
 North 89°31'52" East 106.34 feet;  
 North 88°41'52" East 30.76 feet to a point on said highway right of way;

thence North 00°25'44" West 1586.43 feet along said highway right of way to section line;

thence North 89°26'03" East 67.90 feet along section line to the Southeast corner of said Section 8;

thence North 89°26'03" East 36.39 feet to the west right of way line of the Union Pacific Railroad;

thence North 07°47'29" West 4820.78 feet along said railroad right of way;

thence South 82°30'21" West 149.03 feet along a fence extended;

thence North 07°57'36" West 35.24 feet along the east side and east side extended of an existing substation building;

thence South 82°13'39" West 108.33 feet along the south side of a garage;

thence North 11°59'48" West 25.69 feet to a fence;

thence along said fence through the following 12 calls, to-wit:

North 14°56'37" West 283.94 feet;  
 South 83°36'20" West 29.09 feet;  
 North 20°34'54" West 280.71 feet;  
 North 14°56'19" West 1448.27 feet;  
 North 08°15'56" West 136.96 feet;

North 07°27'14" West 69.61 feet;  
North 82°14'36" East 53.65 feet;  
North 03°18'46" West 106.60 feet;  
North 10°55'05" East 92.03 feet;  
North 25°14'35" East 120.70 feet;  
North 40°54'42" East 377.48 feet;  
North 86°07'56" East 126.24 feet;

thence North 07°47'29" West 422.23 feet to the POINT OF BEGINNING.

Containing 48642822 square feet or 1116.686 acres, more or less.

**LESS AND EXCEPTING THE FOLLOWING PARCELS OF LAND:**

Lots 3, 4, 5, 6, 8, 9, 10, 13, 14, 15, 16, 17, 18, and 19, inclusive, Eastlake at Geneva Industrial Business Park, Phase 1.

Lot 6, Eastlake at Geneva Industrial Business Park, Phase 2

Lot 3, Eastlake at Geneva Industrial Business Park, Phase 3.

**EXHIBIT B**      ENT 125480:2008 PG 24 of 51  
**Wells Sites**  
**Legal Description**  
**Property in Utah County, State of Utah**



# Well Sites on Anderson Geneva Property

CENTRAL UTAH WATER  
CONSERVANCY DISTRICT  
OREM, UTAH  
NOVEMBER 17, 2008

**FLINT**



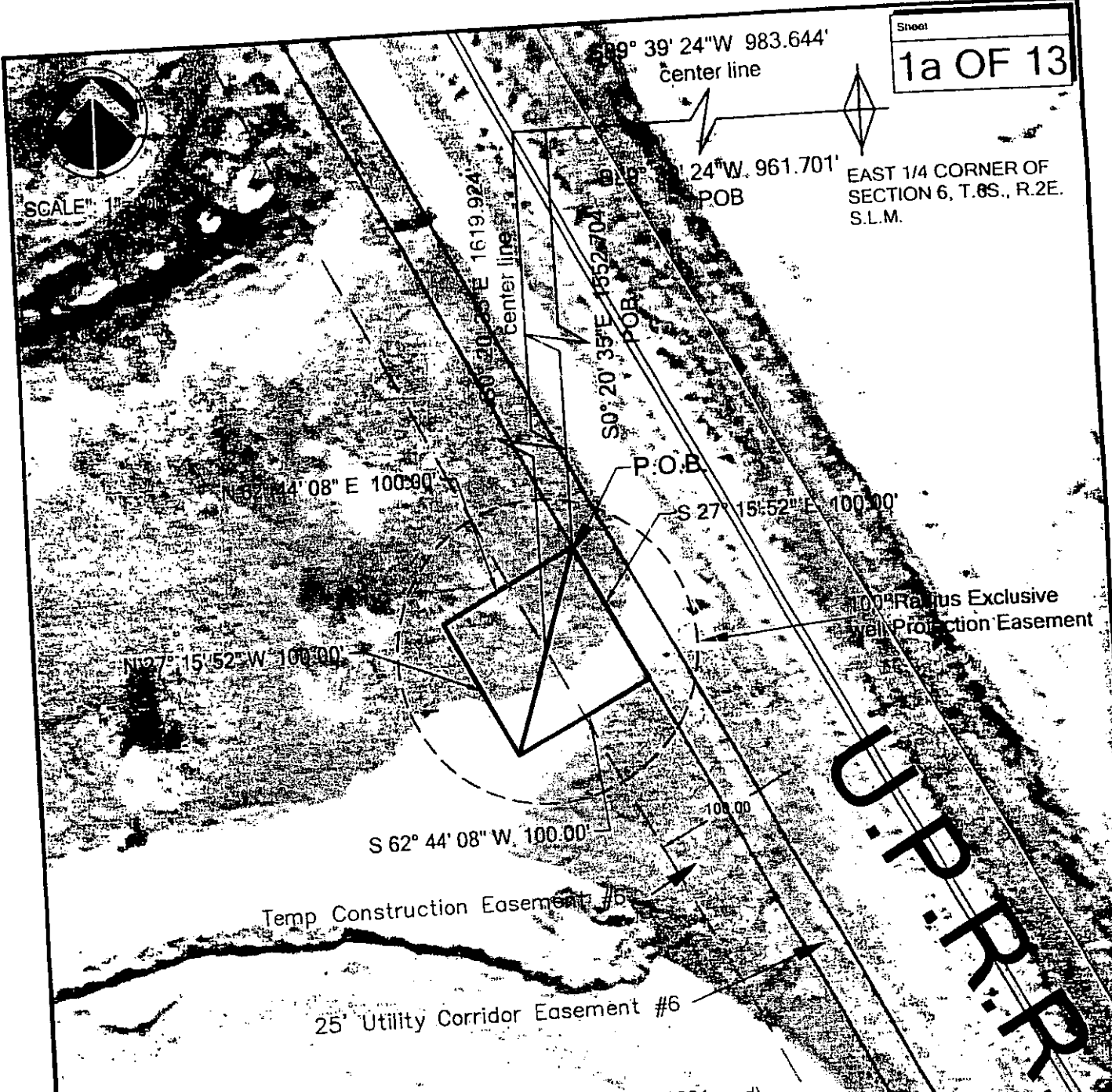
LAND SURVEYING  
& CONSULTING INC.

P.O. BOX 85029  
SOUTH JORDAN, UT 84085  
PHONE: (801) 446-1820  
FAX: (801) 258-1486



**MWH**

Sheet  
1a OF 13



CLIENT  
**C.U.W.C.D.**  
OREM, UTAH  
PHONE: (801)226-7100

State Plane Coordinate (sf 1.0002881 grmd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7286016.70      Latitude 40° 19' 18.17835" North  
Easting 1568799.13      Longitude 111° 45' 24.67653" West

DATE OF ORIGINAL DRAWING: OCT 12, 2008

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RDF  
CHECKED BY  
RDF  
PROJ. #  
081006

PROJECT  
**WELL SITES ON ANDERSON GENEVA PROPERTY**  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 6 OF T6S. R2E. SLM  
SHEET TITLE  
**Well Pad # 1**

**FLINT**  
  
LAND SURVEYING & CONSULTING INC.  
P.O. BOX 95029  
SOUTH JORDAN, UT 84095  
PHONE: (801) 446-1820  
FAX: (801) 253-1466

Sheet  
**1b OF 13**

Description: Center of well #1

A Tract of land being a portion of the Southeast quarter of section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 983.644 Feet, thence South 0° 20' 35" East, 1619.924 feet, to the center of well #1.

Description: well #1 Pad

A Tract of land being a portion of the Southeast quarter of section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 961.701 Feet, thence South 0° 20' 35" East, 1552.704 feet, to the point of beginning of well pad #1.  
 thence South 27° 15' 52" East, 100 feet;  
 thence South 62° 44' 08" West, 100 feet;  
 thence North 27° 15' 52" West, 100 feet;  
 thence North 62° 44' 08" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
  
OREM, UTAH  
  
PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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CHECKED BY	RDF
Proj. #	081006

PROJECT  
**WELL SITES ON ANDERSON GENEVA PROPERTY**  
  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 6 OF T6S, R2E, SLM

SHEET TITLE  
**Well Pad # 1**

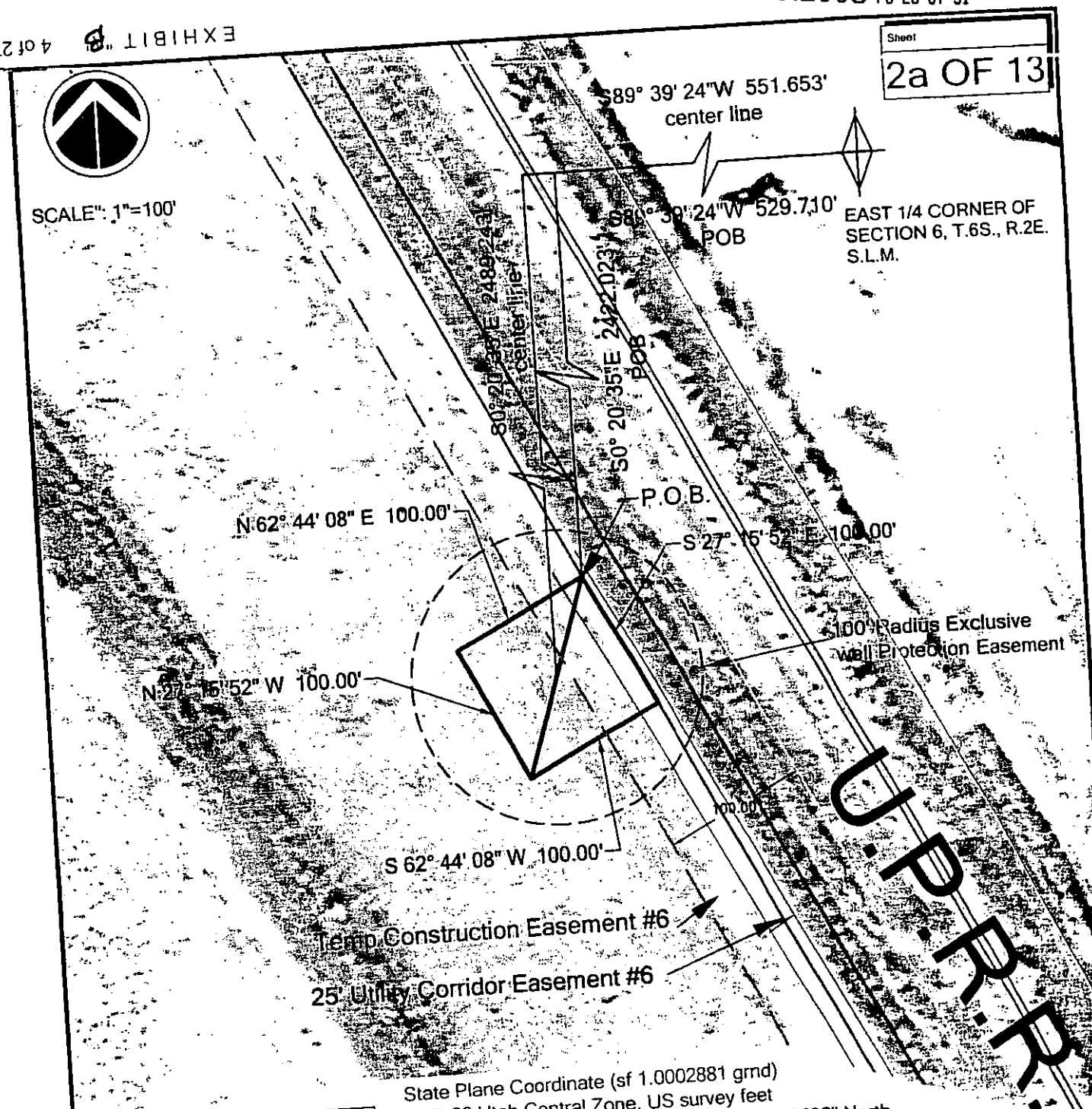
**FLINT**



**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 96029,  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 448-1820  
 FAX: (801) 253-1485



SCALE: 1"=100'



State Plane Coordinate (sf 1.0002881 grnd)  
 NAD 83 Utah Central Zone, US survey feet  
 Northing 7285150.22 Latitude 40° 19' 09.62788" North  
 Easting 1569236.19 Longitude 111° 45' 19.00153" West

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
NO	REVISION	DATE BY
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RDF	
CHECKED BY	
RDF	
PROJ. #	
081006	

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 6 OF T6S, R2E, SLM

SHEET TITLE  
**Well Pad # 2**

**FLINT**

LAND SURVEYING & CONSULTING INC.  
 P.O. BOX 95029  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 448-1820  
 FAX: (801) 253-1466

Description: Center of well #2

A Tract of land being a portion of the Southeast quarter of section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 551.653 Feet, thence South 0° 20' 35" East, 2489.243 feet, to the center of well #2.

Description: well #2 Pad

A Tract of land being a portion of the Southeast quarter of section 6, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 529.710 Feet, thence South 0° 20' 35" East, 2422.023 feet, to the point of beginning of well pad #2.  
thence South 27° 15' 52" East, 100 feet;  
thence South 62° 44' 08" West, 100 feet;  
thence North 27° 15' 52" West, 100 feet;  
thence North 62° 44' 08" East, 100 feet to the point of beginning.  
parcel contains 10,000 square feet; 0.23 acres

CLIENT
<b>C.U.W.C.D.</b>
OREM, UTAH
PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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NO	REVISION	DATE BY

DWNG BY
RDF
CHECKED BY
RDF
PROJ. #
081006

PROJECT
<b>Well Sites on Anderson Geneva Property</b>
VINEYARD TOWN, UTAH COUNTY, UTAH
UTAH CO. SECT 6 OF T6S, R2E, SLM
SHEET TITLE
<b>Well Pad #2</b>

**FLINT**



**LAND SURVEYING & CONSULTING INC.**

P.O. BOX 85029  
SOUTH JORDAN, UT 84096  
PHONE: (801) 448-1820  
FAX: (801) 448-1422

Sheet  
3a OF 13



SCALE: 1"=100'

EAST 1/4 CORNER OF SECTION 6, T.6S., R.2E. S.L.M.

S89° 39' 24" W 105.119' center line

S89° 39' 24" W 83.176' P.O.B.

80° 20' 35" E 3301.378' P.O.B.

80° 20' 35" E 3368.598' center line

N 62° 44' 08" E 100.00'

S 27° 15' 52" E 100.00'

N 27° 15' 52" W 100.00'

S 62° 44' 08" W 100.00'

100' Radius Exclusive Well Protection Easement

Temp Construction Easement #6

25' Utility Corridor Easement #6

D.P.R.

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7284273.79      Latitude 40° 19' 00.97930" North  
Easting 1569687.86      Longitude 111° 45' 13.13805" West

CLIENT  
**C.U.W.C.D.**  
OREM, UTAH  
PHONE: (801)226-7100

NO.	REVISION	DATE	BY
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DWNG BY  
RDF  
CHECKED BY  
RDF  
PROJ. #  
081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 7 OF T6S, R2E, SLM  
**Well Pad # 3**  
SHEET TITLE

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
P.O. BOX 85028,  
SOUTH JORDAN, UT 84095  
PHONE: (801) 446-1820  
FAX: (801) 233-1400

Sheet  
**3b OF 13**

**Description: Center of well #3**  
 A Tract of land being a portion of the Northeast quarter of section 7, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 105.119 Feet, thence South 0° 20' 35" East, 3368.598 feet, to the center of well #3.

**Description: well #3 Pad**  
 A Tract of land being a portion of the Northeast quarter of section 7, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 83.176 Feet, thence South 0° 20' 35" East, 3301.378 feet, to the point of beginning of well Pad #3.  
 thence South 27° 15' 52" East, 100 feet;  
 thence South 62° 44' 08" West, 100 feet;  
 thence North 27° 15' 52" West, 100 feet;  
 thence North 62° 44' 08" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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NO	REVISION	DATE BY

OWNED BY  
 RDF  
 CHECKED BY  
 RDF  
 PROJ. #  
 081006

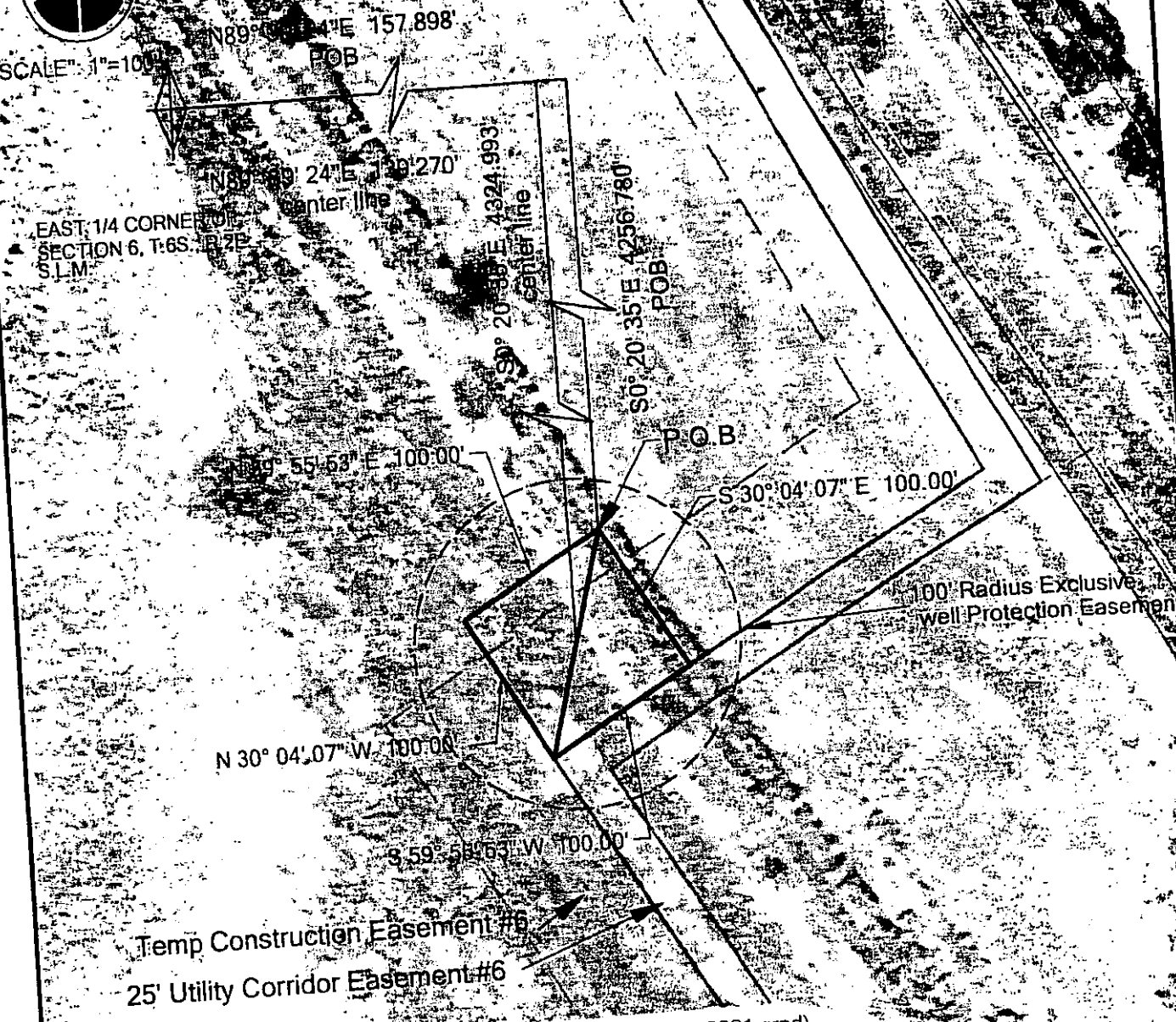
PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 7 OF T6S, R2E, S1M  
**Well Pad # 3**  
 SHEET TITLE

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 85029  
 SOUTH JORDAN, UT 84086  
 PHONE: (801) 448-1820  
 FAX: (801) 253-1468

Sheet  
4a OF 13



SCALE: 1"=100'



CLIENT  
**C.U.W.C.D.**  
OREM, UTAH  
PHONE: (801)226-7100

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7283319.155 Latitude 40° 18' 51.55219" North  
Easting 1569937.897 Longitude 111° 45' 09.87516" West

NO	REVISION	DATE	BY
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DWNG BY  
RDF  
CHECKED BY  
RDF  
PROJ.#  
081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO SECT 8 OF T6S, R2E, SLM  
**Well Pad # 4**  
SHEET TITLE

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
P.O. BOX 95029,  
SOUTH JORDAN, UT 84095  
PHONE: (801) 446-1820  
FAX: (801) 259-1466



Sheet  
**4b OF 13**

**Description: Center of well #4**

A Tract of land being a portion of the Northwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 39' 24" East 139.27 Feet, thence South 0° 20' 35" East, 4324.993 feet, to the center of well #4.

**Description: well #4 Pad**

A Tract of land being a portion of the Northwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 39' 24" East 157.898 Feet, thence South 0° 20' 35" East, 4256.780 feet, to the point of beginning of well #4.

thence South 30° 05' 32" East, 100 feet;  
 thence South 59° 54' 28" West, 100 feet;  
 thence North 30° 05' 32" West, 100 feet;  
 thence North 59° 54' 28" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

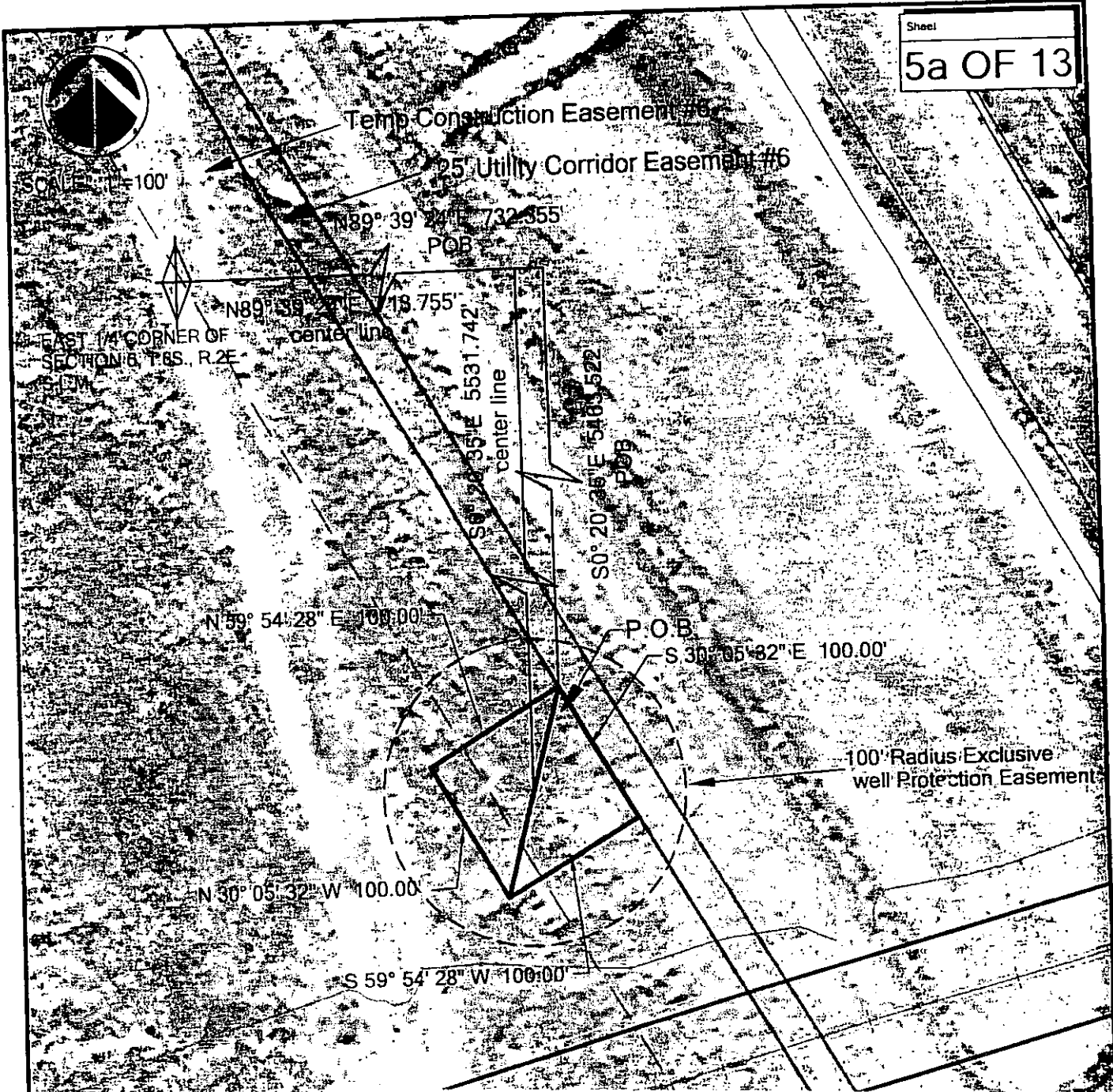
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RDF	
CHECKED BY	
RDF	
PROJ. #	
081006	

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 8 OF T6S, R2E, SLM  
**Well Pad # 4**

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 85029,  
 SOUTH JORDAN, UT 84096  
 PHONE: (801) 446-1820  
 FAX: (801) 253-1486

Sheet  
5a OF 13



CLIENT  
**C.U.W.C.D.**  
  
OREM, UTAH  
  
PHONE: (801)226-7100

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7282116.22      Latitude 40° 18' 39.68045" North  
Easting 1570519.43      Longitude 111° 45' 02.32453" West

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
NO	REVISION	DATE BY
2		
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DWNG BY  
RDF  
CHECKED BY  
RDF  
PROJ. #  
081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 8 OF T6S, R2E, SLM  
  
SHEET TITLE  
**Well Pad # 5**

**FLINT**

**LAND SURVEYING & CONSULTING INC.**  
P.O. BOX 35029,  
SOUTH JORDAN, UT 84085  
PHONE: (801) 226-1820  
FAX: (801) 253-1466

Sheet  
**5b OF 13**

**Description: Center of well #5**  
 A Tract of land being a portion of the Southwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 39' 24" East 713.755 Feet, thence South 0° 20' 35" East, 5531.742 feet, to the center of well #5.

**Description: well #5 Pad**  
 A Tract of land being a portion of the Southwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 39' 24" East 732.355 Feet, thence South 0° 20' 35" East, 5463.522 feet, to the point of beginning of well #5.  
 thence South 30° 05' 32" East, 100 feet;  
 thence South 59° 54' 28" West, 100 feet;  
 thence North 30° 05' 32" West , 100 feet;  
 thence North 59° 54' 28" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008			
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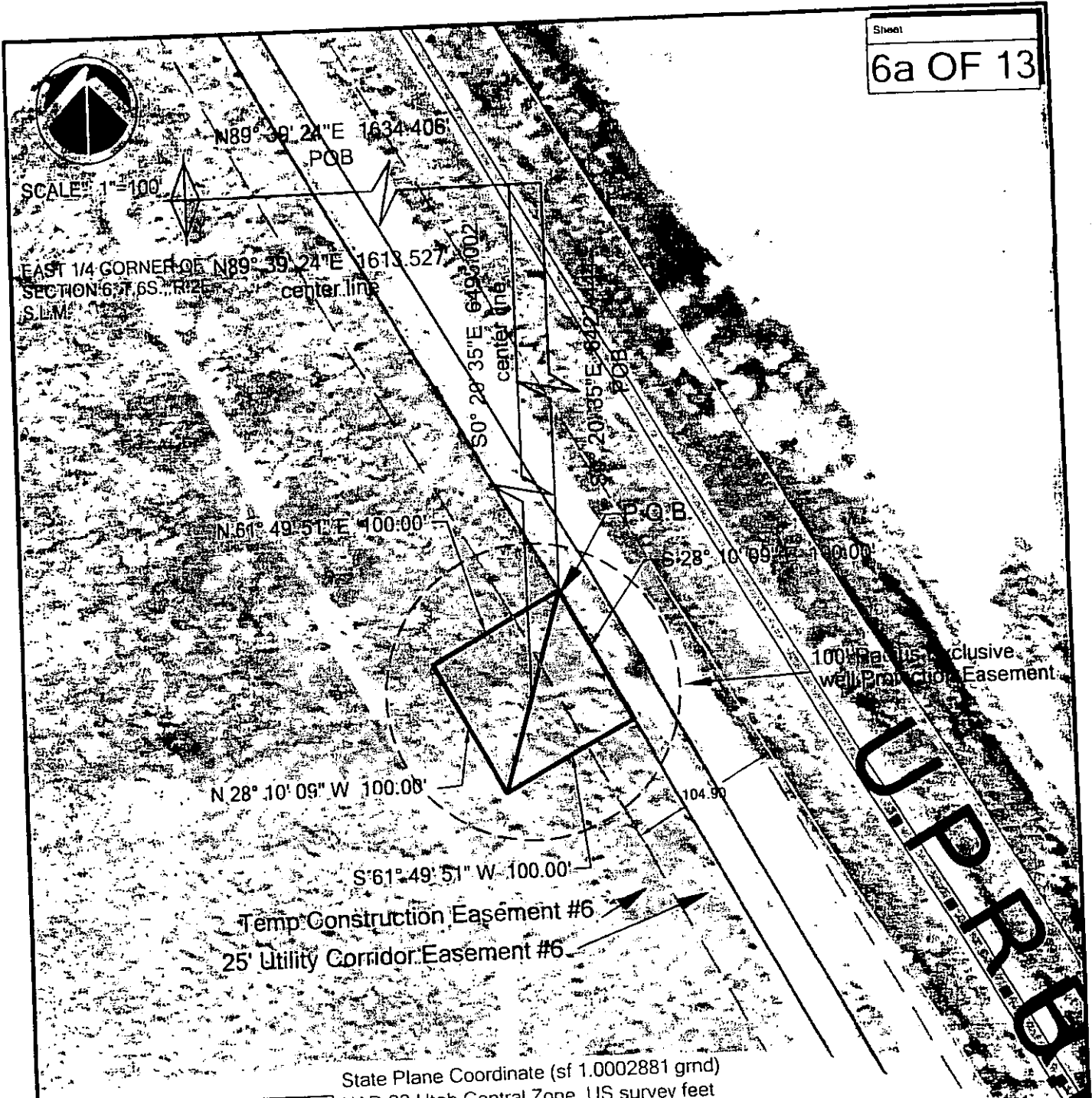
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CHECKED BY	RDF
PROJ. #	081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 8 OF T6S, R2E, SLM

SHEET TITLE  
**Well Pad # 5**

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 95029  
 SOUTH JORDAN, UT 84096  
 PHONE: (801) 442-1620  
 FAX: (801) 442-1488

Sheet  
6a OF 13



State Plane Coordinate (sf 1.0002881 grd)  
 NAD 83 Utah Central Zone, US survey feet  
 Northing 7281158.64      Latitude 40° 18' 30.24213" North  
 Easting 1571424.69      Longitude 111° 44' 50.60374" West

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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 PROJ. #  
 081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH: CO. SECT 8 OF T6S, R2E, SLM  
**Well Pad # 6**

**FLINT**

**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 95029,  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 446-1820  
 FAX: (801) 253-1466

Sheet  
**6b OF 13**

**Description: Center of well #6**  
 A Tract of land being a portion of the Southwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 39' 24" East 1613.527 Feet, thence South 0° 20' 35" East, 6495.002 feet, to the center of well #6.

**Description: well #6 Pad**  
 A Tract of land being a portion of the Southwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 6, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 39' 24" East 1634.406 Feet, thence South 0° 20' 35" East, 6427.444 feet, to the point of beginning of well #6.  
 thence South 28° 10' 09" East, 100 feet;  
 thence South 61° 49' 51" West, 100 feet;  
 thence North 28° 10' 09" West, 100 feet;  
 thence North 61° 49' 51" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008			
NO	REVISION	DATE	BY
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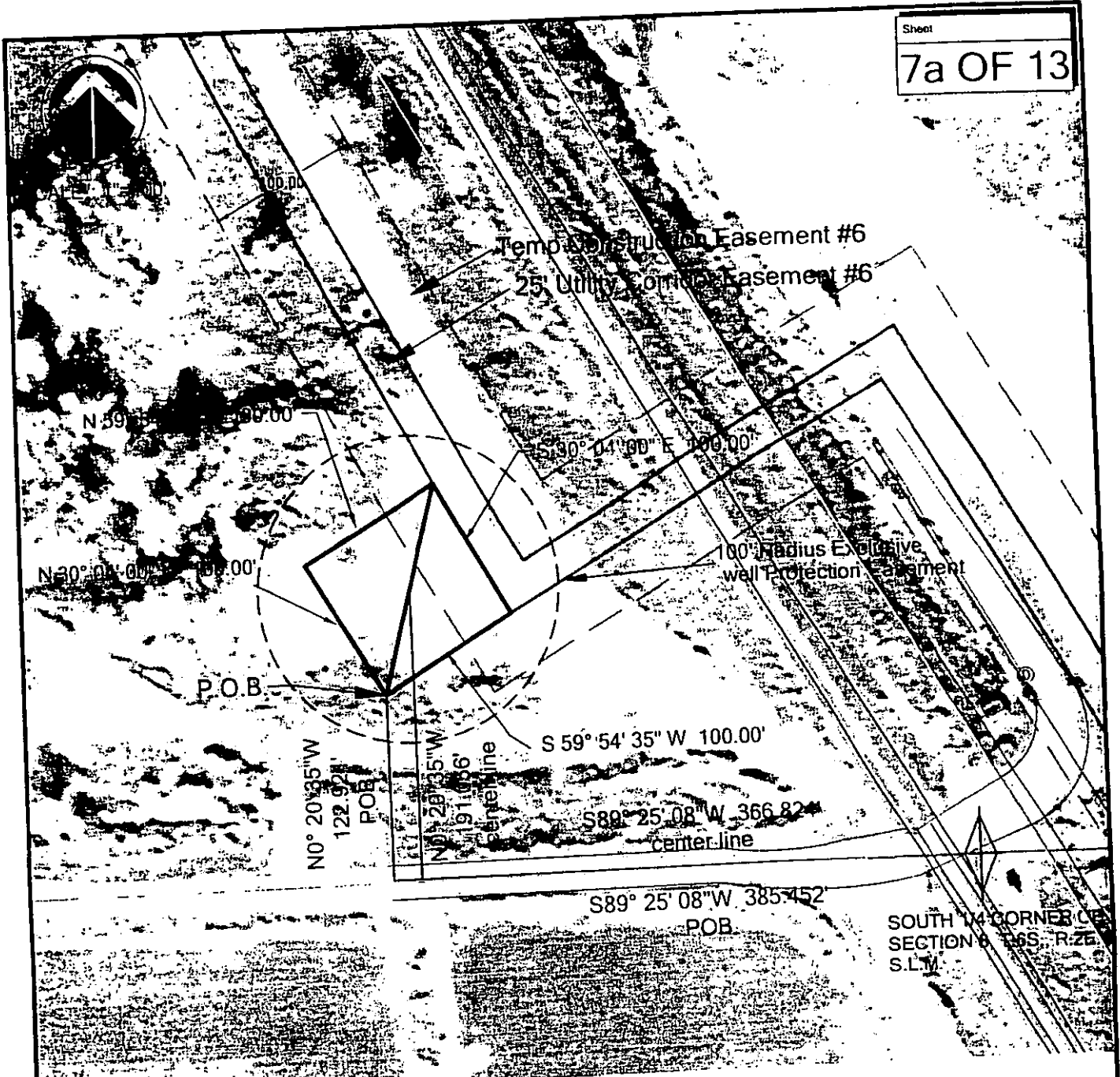
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 PROJ. #  
 081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 8 OF T6S, R2E, S1M  
 SHEET TITLE  
**Well Pad # 6**

**FLINT**  
  
 LAND SURVEYING & CONSULTING INC.  
 P.O. BOX 85029,  
 SOUTH JORDAN, UT 84085  
 PHONE: (801) 448-1820  
 FAX: (801) 448-1828

Sheet

7a OF 13



State Plane Coordinate (sf 1.0002881 gmd)  
 NAD 83 Utah Central Zone, US survey feet  
 Northing 7279865.22      Latitude 40° 18' 17.47887" North  
 Easting 1572119.20      Longitude 111° 44' 41.59282" West

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
NO.	REVISION	DATE BY
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PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 8 OF T6S, R2E, SLM  
**Well Pad # 7**

**FLINT**

LAND SURVEYING & CONSULTING INC.  
 P.O. BOX 85029,  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 446-1820  
 FAX: (801) 253-1466

Sheet  
**7b OF 13**

**Description: Center of well #7**  
 A Tract of land being a portion of the Southwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the South quarter of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 25' 08" West 366.824 Feet, thence North 0° 20' 35" West, 191.056 feet, to the center of well #7.

**Description: well #7 Pad**  
 A Tract of land being a portion of the Southwest quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the South quarter of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 25' 08" West 385.452 Feet, thence North 0° 20' 35" West, 122.921 feet, to the point of beginning of well #7.  
 thence North 30° 04' 07" West, 100 feet;  
 thence North 59° 54' 45" East, 100 feet;  
 thence South 30° 04' 07" East, 100 feet;  
 thence South 59° 54' 45" West, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
NO.	REVISION	DATE BY
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RDF  
 PROJ. #  
081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 8 OF T6S, R2E, SLM  
 SHEET TITLE  
**Well Pad #7**

**FLINT**  
  
 LAND SURVEYING & CONSULTING INC.  
 P.O. BOX 85029  
 SOUTH JORDAN, UT 84086  
 PHONE: (801) 448-1820  
 FAX: (801) 253-1488



SCALE: 1"=100'

N89° 26' 03"E 878.563'  
POB

South 1/4 CORNER OF SECTION 8, T.6S., R.2E S.L.M.  
N89° 26' 03"E 860.343'  
center line

SOUTH 1121.636'  
center line

SOUTH 1053.493'  
POB

UNPR

N 59° 55' 53" E 100.00'

S 30° 04' 07" E 100.00'

100' Radius Exclusive well Protection Easement

Temp Construction Easement #6

25' Utility Corridor Easement #6

N 30° 04' 07" W 100.00'

S 59° 55' 53" W 100.00'

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7278565.121    Latitude 40° 18' 04.66362" North  
Easting 1573347.094    Longitude 111° 44' 25.69792" West

CLIENT  
**C.U.W.C.D.**  
OREM, UTAH  
PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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PROJECT  
**Well Sites on Anderson Geneva Property**  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 17 OF T6S, R2E, SLM  
SHEET TITLE  
**Well Pad # 8**

**FLINT**

**LAND SURVEYING & CONSULTING INC.**  
P.O. BOX 95029,  
SOUTH JORDAN, UT 84095  
PHONE: (801) 446-1820  
FAX: (801) 253-1466



**Description: Center of well #8**  
 A Tract of land being a portion of the Northeast quarter of section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the South quarter of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 26' 03" East 860.343 Feet, thence South, 1121.636 feet, to the center of well #8.

**Description: well #8 Pad**  
 A Tract of land being a portion of the Northeast quarter of section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the South quarter of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running North 89° 26' 03" East 878.563 Feet, thence South, 1053.493 feet, to the point of beginning of well #8.  
 thence South 30° 04' 07" East, 100 feet;  
 thence South 59° 55' 53" West, 100 feet;  
 thence North 30° 04' 07" West, 100 feet;  
 thence North 59° 55' 53" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
NO	REVISION	DATE BY
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 CHECKED BY  
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 PROJ. #  
 081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 17 OF T6S, R2E, S1M  
**Well Pad # 8**  
 SHEET TITLE

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 95029  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 448-1820  
 FAX: (801) 263-1488

ENT 125480:2008 PG 42 of 51



SCALE: 1"=100'

Temp Construction Easement #6  
25' Utility Corridor Easement #6

WEST 877.735'  
center line

WEST 859.516'  
POB

EAST 1/4 CORNER OF  
SECTION 17, T.6S., R.2E.  
S.L.M.

SOUTH 172.228'  
center line

SOUTH 103.90'  
POB

P.O.B

N 59° 55' 53" E 100.00'

S 30° 04' 07" E 100.00'

N 30° 04' 07" W 100.00'

S 59° 55' 53" W 100.00'

100' Radius Exclusive  
well Protection Easement

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7276872.886 Latitude 40° 17' 47.96600" North  
Easting 1574326.810 Longitude 111° 44' 12.99447" West

CLIENT

C.U.W.C.D.

OREM, UTAH

PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008

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CHECKED BY

RDF

PROJ. #

081006

PROJECT

Well Sites on Anderson Geneva Property

VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 17 OF T6S, R2E, SLM

SHEET TITLE

Well Pad # 9

FLINT



LAND SURVEYING  
& CONSULTING INC.

P.O. BOX 95029,  
SOUTH JORDAN, UT 84095  
PHONE: (801) 448-1820  
FAX: (801) 448-1488

**Description: Center of well #9**

A Tract of land being a portion of the Southeast quarter of section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the east quarter of Section 17, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West 877.735 Feet, thence South, 172.228 feet, to the center of well #9.

**Description: well #9 Pad**

A Tract of land being a portion of the Southeast quarter of section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 17, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West, 859.516 Feet, thence South, 103.905 feet, to the point of beginning of well #9.  
 thence South 30° 04' 07" East, 100 feet;  
 thence South 59° 55' 53" West, 100 feet;  
 thence North 30° 04' 07" West, 100 feet;  
 thence North 59° 55' 53" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT

**C.U.W.C.D.**

OREM, UTAH

PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
NO	REVISION	DATE BY
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CHECKED BY	RDF
PROJ. #	081006

PROJECT

**Well Sites on Anderson Geneva Property**

VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 17 OF T6S, R2E, S1M

SHEET TITLE

**Well Pad # 9**

**FLINT**



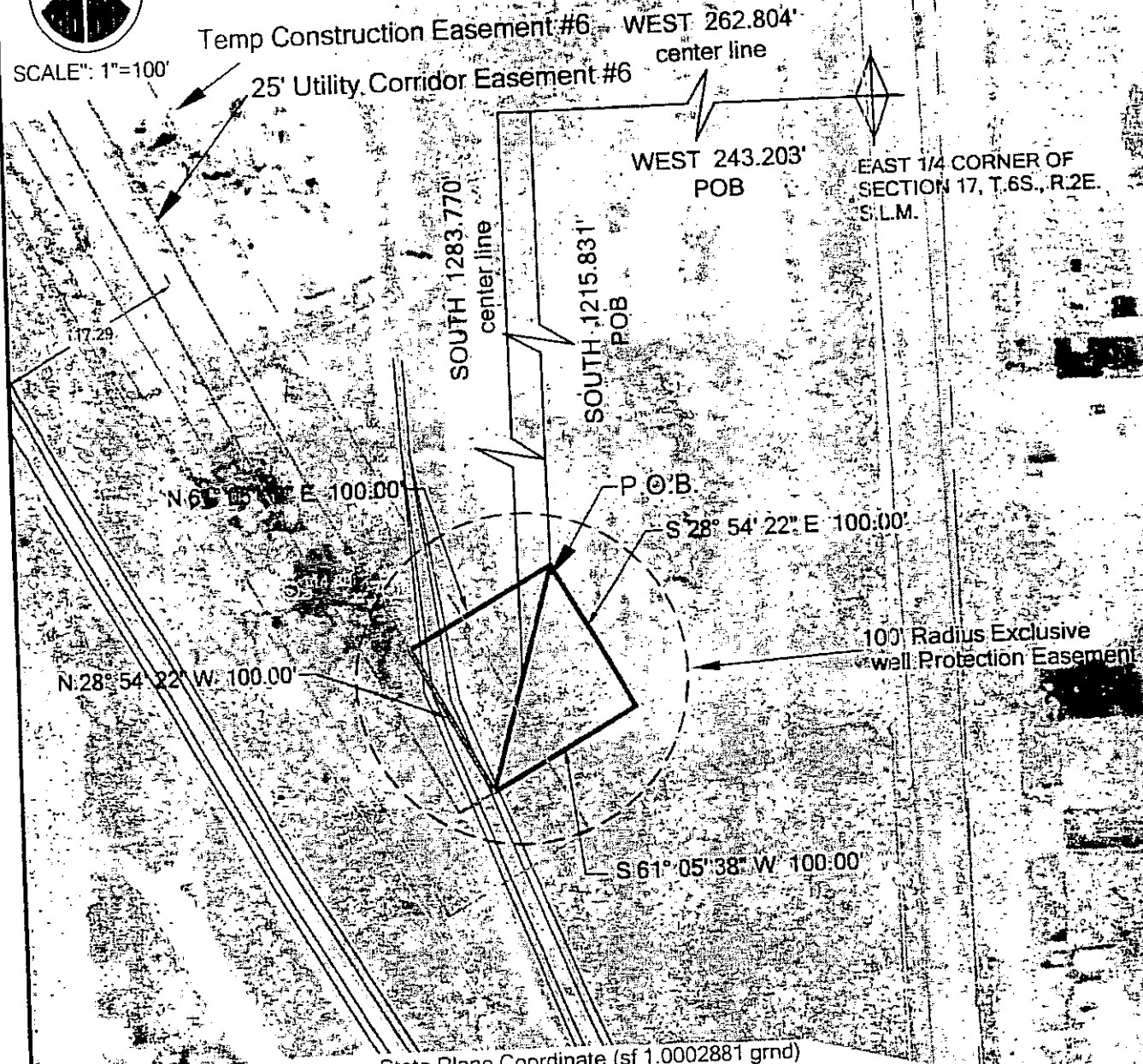
**LAND SURVEYING & CONSULTING INC.**

P.O. BOX 96029  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 448-1820  
 FAX: (801) 253-1468

Sheet  
10a OF 13



SCALE: 1"=100'



CLIENT  
**C.U.W.C.D.**  
OREM, UTAH  
PHONE: (801)226-7100

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7275761.664    Latitude 40° 17' 37.00038" North  
Easting 1574941.564    Longitude 111° 44' 05.02249" West  
DATE OF ORIGINAL DRAWING: OCT 12, 2008

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081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 17 OF T6S, R2E, SLM  
SHEET TITLE  
**Well Pad #0**

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
P.O. BOX 55029,  
SOUTH JORDAN, UT 84085  
PHONE: (801) 448-1820  
FAX: (801)253-1466

Sheet

10b OF 13

**Description: Center of well #10**

A Tract of land being a portion of the Southeast quarter of section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the east quarter of Section 17, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West 262.804 Feet, thence South, 1283.770 feet, to the center of well #10.

**Description: well #10 Pad**

A Tract of land being a portion of the Southeast quarter of section 17, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 17, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West 243.203 Feet, thence South, 1215.831 feet, to the point of beginning of well #10.  
 thence South 28° 54' 22" East, 100 feet;  
 thence South 61° 05' 38" West, 100 feet;  
 thence North 28° 54' 22" West , 100 feet;  
 thence North 61° 05' 38" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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NO.	REVISION	DATE BY

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**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 95029,  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 448-1820  
 FAX: (801) 253-1488

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PRDJ. #	081006

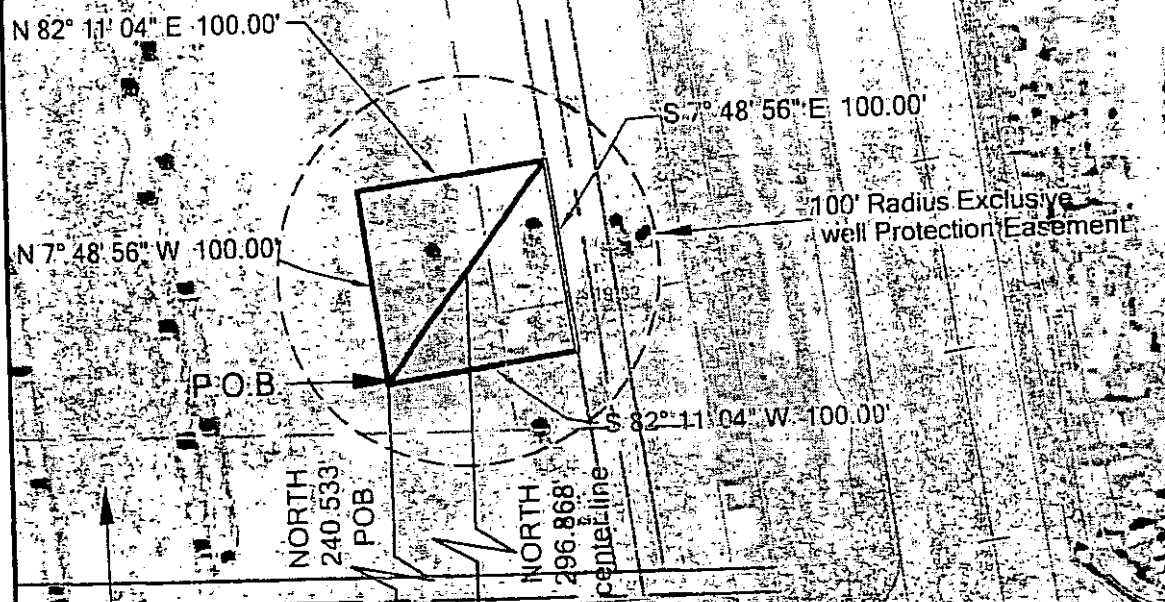
PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 17 OF T6S, R2E, SLM  
 SHEET TITLE  
**Well Pad # 10**

Sheet  
11a OF 13



SCALE: 1"=100'

Temp Construction Easement #2  
25' Utility Corridor Easement #2



25' Utility Corridor Easement #5  
Temp Construction Easement #5

EAST 1/4 CORNER OF SECTION 8, T.6S., R.2E. S.L.M.

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OREM, UTAH  
PHONE: (801)226-7100

State Plane Coordinate (sf 1.0002881 gmd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7282660.890 Latitude 40° 18' 45.17544" North  
Easting 1574700.705 Longitude 111° 44' 08.36561" West

DATE OF ORIGINAL DRAWING: OCT 12, 2005

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RDF  
PROJ. #  
081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 8 OF T6S, R2E, SLM  
SHEET TITLE  
**Well Pad # 11**

**FLINT**

LAND SURVEYING & CONSULTING INC.  
P.O. BOX 95029,  
SOUTH JORDAN, UT 84095  
PHONE: (801) 446-1820  
FAX: (801)253-1466

**Description: Center of well #11**

A Tract of land being a portion of the Northeast quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West, 464.535 Feet, thence North, 296.868 feet, to the center of well #11.

**Description: well #11 Pad**

A Tract of land being a portion of the Northeast quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West, 507.271 Feet, thence North, 240.533 feet, to the point of beginning of well #11.  
 thence North 7° 48' 56" West, 100 feet;  
 thence North 82° 11' 04" East, 100 feet;  
 thence South 7° 48' 56" East, 100 feet;  
 thence South 82° 11' 04" West, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 8 OF T6S, R2E, SLM  
 SHEET TITLE  
**Well Pad # 11**

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
 P.O. BOX 95029,  
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 PHONE: (801) 448-1820  
 FAX: (801) 263-1488

Sheet  
12a OF 13



SCALE: 1"=100'



Temp Construction Easement #2  
25' Utility Corridor Easement #2

100' Radius Exclusive well Protection Easement

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7284352.97      Latitude 40° 19' 01.89122" North  
Easting 1574468.45      Longitude 111° 44' 11.42162" West

DATE OF ORIGINAL DRAWING: OCT 12, 2008

CLIENT  
**C.U.W.C.D.**  
  
OREM, UTAH  
  
PHONE: (801)226-7100

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PROJ. #  
Q81006

PROJECT  
**Well Sites on Anderson Geneva Property**  
  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 8 OF T6S, R2E, SLM  
  
SHEET TITLE  
**Well Pad # 12**

**FLINT**

**LAND SURVEYING & CONSULTING INC.**  
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SOUTH JORDAN, UT 84095  
PHONE: (801) 446-1820  
FAX: (801) 253-1486



Sheet

12b OF 13

Description: Center of well #12

A Tract of land being a portion of the Northeast quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the Northeast corner of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West 660.202 Feet, thence South, 667.748 feet, to the center of well #12.

Description: well #12 Pad

A Tract of land being a portion of the Northeast quarter of section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the Northeast quarter of Section 8, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running West 617.466 Feet, thence South, 611.413 feet, to the point of beginning of well #12.  
 thence South 7° 48' 56" East, 100 feet;  
 thence South 82° 11' 04" West, 100 feet;  
 thence North 7° 48' 56" West , 100 feet;  
 thence North 82° 11' 04" East, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT

**C.U.W.C.D.**

OREM, UTAH

PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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PROJ. #	081006

PROJECT

**Well Sites on Anderson Geneva Property**

VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 8 OF T6S, R2E, SLM

SHEET TITLE

**Well Pad #12**

**FLINT**



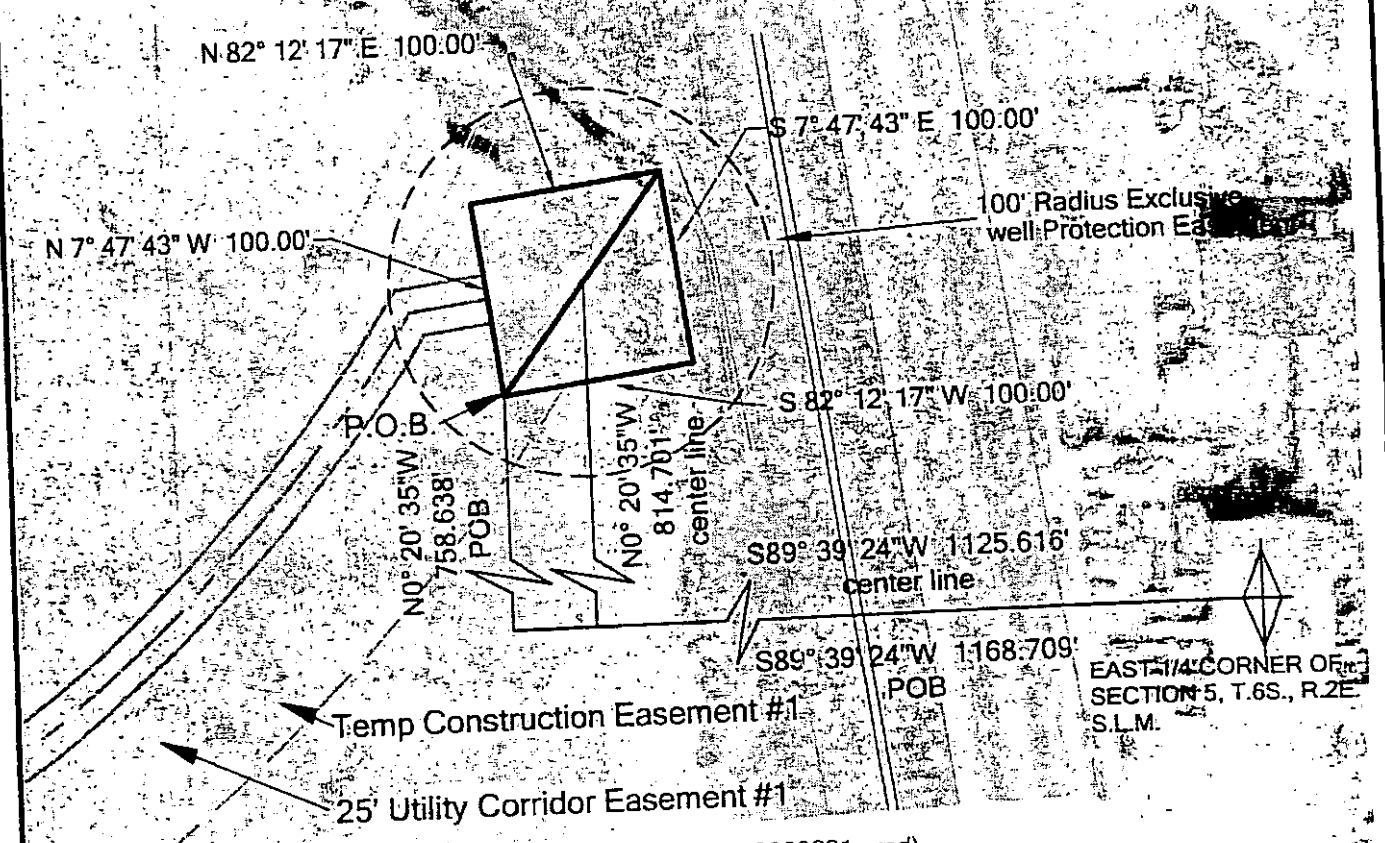
**LAND SURVEYING & CONSULTING INC.**

P.O. BOX 96029,  
 SOUTH JORDAN, UT 84095  
 PHONE: (801) 448-1820  
 FAX: (801) 253-1488

Sheet  
13a OF 13



SCALE: 1"=100'



CLIENT  
**C.U.W.C.D.**  
OREM, UTAH  
PHONE: (801)226-7100

State Plane Coordinate (sf 1.0002881 grnd)  
NAD 83 Utah Central Zone, US survey feet  
Northing 7288481.543    Latitude 40° 19' 42.67801" North  
Easting 1573957.723    Longitude 111° 44' 18.15732" West

DATE OF ORIGINAL DRAWING: OCT 12, 2008			
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RDF  
PROJ. #  
081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
VINEYARD TOWN, UTAH COUNTY, UTAH  
UTAH CO. SECT 5 OF T6S. R2E. SLM  
SHEET TITLE  
**Well Pad #13**

**FLINT**  
  
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SOUTH JORDAN, UT 84095  
PHONE: (801) 446-1820  
FAX: (801) 223-1400

Sheet  
**13b OF 13**

**Description: Center of well #13**

A Tract of land being a portion of the Southeast quarter of section 5, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 5, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 1125.616 Feet, thence North 0° 20' 35" West, 814.701 feet, to the center of well #13.

**Description: well #13 Pad**

A Tract of land being a portion of the Southeast quarter of section 5, Township 6 South, Range 2 East, Salt Lake Base and Meridian, Vineyard Town, Utah county, State of Utah. Being more particularly described as follows; beginning at a point, said point being the East quarter of Section 5, Township 6 South, Range 2 East Salt Lake Base and Meridian, (Basis of Bearing being between the East quarter of Section 6 and the East quarter of Section 5, T. 6 S., R. 2 E. bearing North 89° 39' 24" East, 5316.72 feet.) Thence running South 89° 39' 24" West 1168.709 Feet, thence North 0° 20' 35" West, 758.638 feet, to the point of beginning of well #13.

thence North 7° 47' 43" West, 100 feet;  
 thence North 82° 12' 17" East, 100 feet;  
 thence South 7° 47' 43" East, 100 feet;  
 thence South 82° 12' 17" West, 100 feet to the point of beginning.  
 parcel contains 10,000 square feet; 0.23 acres

CLIENT  
**C.U.W.C.D.**  
 OREM, UTAH  
 PHONE: (801)226-7100

DATE OF ORIGINAL DRAWING: OCT 12, 2008		
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PROJ. #	081006

PROJECT  
**Well Sites on Anderson Geneva Property**  
 VINEYARD TOWN, UTAH COUNTY, UTAH  
 UTAH CO. SECT 5 OF T6S, R2E, SLM  
 SHEET TITLE  
**Well Pad #13**

**FLINT**  
  
**LAND SURVEYING & CONSULTING INC.**  
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 PHONE: (801) 448-1820  
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