

E 164607 B 404 P 873  
Date 08-Nov-2023 11:55AM  
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Filed By: SM  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: HOLLAND & HART LLP - SLC  
Recorded Electronically by Simplifile

WHEN RECORDED, RETURN TO:  
Anaya Gayle  
Holland & Hart, LLP  
222 S. Main St., Suite 2200  
Salt Lake City, UT 84101

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into by and between WASATCH PEAKS RANCH, LLC, a Delaware limited liability company ("**WPR**") and WPR UTILITY DISTRICT, a Utah independent local district, its successors and assigns ("**District**") as of the date the last Party executes this Agreement (the "**Effective Date**"). WPR and District are at times referred to herein individually as a "**Party**", and collectively as the "**Parties**".

#### RECITALS

A. WPR owns certain real property located in Morgan County, Utah, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by reference ("**Property**").

B. The Property has been subdivided and contains designated open space ("**Open Space Areas**"), individual lots ("**Lots**"), private roads ("**Roads**"), and common areas and elements ("**Common Elements**"), as further indicated on and defined in in that certain Final Plat Wasatch Peaks Ranch Plat 3A ("**Plat**"), recorded in the Official Records of the Morgan County Recorder ("**Official Records**"), on the 8th day of November, 2023, as Entry No. 164599, in Book 404, Page 811, and the accompanying Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, recorded in the Official Records on May 3, 2022, as Entry No. 160853, in Book 391, Page 402, as supplemented by First Supplemental Declaration for Wasatch Peaks Ranch, recorded May 1, 2023, as Entry No. 163348, in Book 399, Page 1242, Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch, recorded May 1, 2023, as Entry No. 163355, in Book 399, Page 1288, and by Third Supplemental Declaration and Second Amendment to Master Declaration for Wasatch Peaks Ranch recorded November 8, 2023, as Entry No. 164605, in Book 404, Page 853 (collectively "**Declaration**"), as the same may be further supplemented and amended from time to time.

C. Upon recording the Plat, and pursuant to Utah Code Section 10-9A-604(1)(D), WPR has dedicated and conveyed the areas designated on the Plat as roads and open space to Wasatch Peaks Homeowners Association, a Utah nonprofit corporation ("**Association**").

D. The Property, as a whole, including, without limitation, all improvements, facilities, Common Elements, and Roads shall remain private, and shall not be construed to, in any way, benefit or be for the use of the general public.

E. District is a "Local District" formed in accordance with Utah Code Ann. §§17B-1-101, *et seq.*, as amended ("Act") and pursuant to Morgan County Resolution CR-21-04, Morgan County, Utah, which creation is affirmed by that certain Certificate of Creation from the Office of the Lieutenant Governor of the State of Utah, dated August 26, 2021, and recorded in the Official Records on December 6, 2021 as Entry No. 159240, Book 385, Page 1471.

F. District is obligated to provide certain services to the Property (collectively, "Services"), including without limitation, operation of a sewage system; operation of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of storm, flood, sewage, irrigation, and culinary water, whether the system is operated on a wholesale or retail level or both; acquisition or assessment of a groundwater right for the development and execution of a groundwater management plan in cooperation with and approved by the state engineer, including treatment and distribution; and any and all other duties and obligations of the District pursuant to Utah law, local and municipal ordinance, relevant provisions in the Declaration, and any and all private, unrecorded documents creating or detailing District's obligations and duties relevant to the provision of the Services.

G. It is in WPR's interest that, although the Property is privately owned and operated, District have all access and use rights required to fulfill District's obligation to provide the Services.

H. Subject to the terms and conditions set forth below, WPR and District do now enter into this Agreement to create such access and use rights as District requires to fulfill its obligations as a local district duly formed in accordance with the Act.

#### AGREEMENT

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

1. **Recitals.** Each and all of the recitals above are true and are incorporated herein for any and all purposes.
2. **Grant of Easement.** WPR hereby grants and conveys to District for use by District's employees, contractors, subcontractors, licensees, invitees, and agents ("District's Users"):

2.1. Common Easement. A non-exclusive easement in gross on, over, under, across and through the entire Property excepting the BAEs as such are defined and depicted on the Plat (“**Common Easement Area**”) for the purposes of (a) vehicular and pedestrian access, ingress to and egress from the Easement Area; and (b) use of the Easement Area for the purpose of providing the Services (“**Common Easement**”); and

2.2. Utility Access Easement. A non-exclusive easement in gross on, over, under, across and through the “Utility Access Easement” or “UAE” as such are depicted on the Plat (“**Utility Easement Area**”, and collectively with the Common Easement Area, “**Easement Area**”) for the purposes of (a) vehicular and pedestrian access, ingress to and egress from the Utility Easement Area, and (b) use of the Utility Easement Area for the purpose of providing the Services (“**Utility Easement**”, and collectively with the Common Easement, “**Easement**”).

2.3. Reservation by WPR. WPR reserves to itself, its successors and assigns, all rights and uses other than those granted herein, including the right to grant additional easements, licenses, rights of way, and other access and use rights in, under, over, across, and through the Property, including without limitation the Easement Area.

3. Conditions of Use.

3.1. Common Easement. District may exercise its rights under this Agreement at any time so long as it provides seven (7) days’ notice in writing to the underlying fee owner of the Common Easement Area prior to entry onto or use of any portion of the Common Easement Area (“**Common Entry Notice**”). Under exigent or emergency circumstances, the District is not required to provide such Common Entry Notice and may, without any notice whatsoever, enter upon the Common Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

3.2. Utility Easement. District may exercise its rights under this Agreement at any time so long as it provides seven (7) days’ notice in writing to the underlying fee owner of the Utility Easement Area prior to entry onto or use of any Utility Easement Area (“**Utility Entry Notice**”). Upon providing the Utility Entry Notice, District has the right to exercise its rights under the Utility Easement Monday through Friday between the hours of 9:00 am and 7:00 pm Mountain Time. Under exigent or emergency circumstances, the District is not required to provide such Utility Entry Notice and may, without any notice whatsoever, enter upon the Utility Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

4. Maintenance and Repair. From and after the Effective Date:

4.1. Common Easement Area. District shall be responsible for and shall maintain, repair and replace all facilities and improvements within the Common Easement Area and the Common Easement Area itself in good and safe condition and repair including, without limitation, weed abatement, cleaning and debris removal, snow and ice removal, installation and

repair of guardrails, streetlights, trail and traffic signs and signals, if any, and all other Services and other requirements consistent with all state and local laws, any and all documents of record, and any and all private unrecorded agreements entered into by any two or more Parties. WPR, its successors and assigns shall have no direct responsibility for such maintenance and repair.

4.2. Utility Easement Area. To the extent District accesses and uses the Utility Easement Area for the purposes permitted hereunder, District shall, at its sole cost and expense, return the Utility Easement Area to the same or better condition as prior to District's use thereof.

5. No Abandonment. No act or failure to act on the part of District or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by District, its successors or assigns, of a relinquishment and release of easement or a quitclaim deed specifically conveying the Easement back to then-current fee owners of the Easement Area.

6. WPR's Covenants. WPR hereby covenants to District:

6.1. Authority. WPR represents and warrants that WPR owns the Property in fee simple and each person signing this Agreement on behalf of WPR is authorized to do so.

6.2. No Interference. WPR's activities and any grant of rights WPR makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with the exercise of District's rights pursuant to this Agreement. WPR may, without the consent of District, make improvements to the Property so long as such improvements do not restrict or impede District's access to and use of the Easement Area, or which otherwise negatively impact District's rights hereunder.

6.3. Requirements of Government Authorities. WPR shall reasonably assist and cooperate with District, at District's expense, in complying with or obtaining any land use permits or other approvals required by District in connection with the exercise of District's rights hereunder.

6.4. Quiet Enjoyment. As long as District observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement without hindrance or interruption by WPR or any person lawfully or equitably claiming by, through or under WPR, or as WPR's successors in interest.

6.5. Taxes. WPR shall timely and properly pay all real property taxes for the Property.

7. **District's Covenants.** District hereby covenants to WPR that:

7.1. **Insurance.** District shall obtain and maintain in force policies of insurance covering District's activities on the Property at all times during the term of this Agreement, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of Three Million and 00/100 Dollars (\$3,000,000.00), provided that such amount may be provided as part of a blanket policy covering other properties, and which names WPR as an additional insured party. District hereby acknowledges and accepts that all risk of loss to any and all improvements currently owned by WPR that are or may be damaged in District's performance of the Services shall be on District with the proceeds from insurance thereon payable to WPR. WPR and District hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by insurance policies insuring the Easement Area and any of District's property to the extent of any insurance proceeds actually received by such Party, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

7.2. **Indemnity.** District shall indemnify, defend and hold WPR and WPR's members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "**WPR Indemnified Parties**") harmless from any and all losses, claims, liabilities, cause of actions, damages and expenses, including , without limitation, reasonable attorneys' fees (each, a "**Liability**"), arising out of or related to WPR Indemnified Parties' use of the Easement Area, including, but not limited to, any Liability for personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Easement Area by District or District's Users (but excluding any Liability arising out of the use of the Easement Area by one or more WPR Indemnified Party, or out of the gross negligence or willful misconduct of one or more WPR Indemnified Party. The provisions of this Section 7.2 shall survive termination of this Agreement and any and all relinquishments and releases of any or all of the rights granted hereunder.

8. **Assignment.** The Easement is an easement in gross and, as such, is personal to District and may not be transferred or assigned by District except as reasonably required for District, or a successor to District's interests, duties, and obligations to continue to provide the Services for the benefit of WPR, WPR's successors in interest, and the Property. Under no circumstances shall District or District's successors or assigns transfer or assign District's interest in this Agreement to any member of the general public. In the event of an assignment of District's entire right, title, interest, duties, and obligations pursuant to and in compliance with this Agreement, District shall be released of all further liability under this Agreement. If District has assigned an interest or granted a sub-easement with respect to all or a portion of the Property, such assignment or sub-easement shall be terminated upon cancellation or termination of this Agreement or upon the full release and relinquishment of the rights granted hereunder.

9. **Default and Termination.**

9.1. **Default.** In the event of any alleged failure to perform any obligation under this Agreement ("**Default**"), the non-defaulting Party shall give the defaulting Party and any Lender written notice thereof. The defaulting Party shall have thirty (30) days within which to cure such Default, which period may be extended to the extent reasonably necessary to complete such cure so long as such was commenced within such 30-day period and thereafter prosecuted with diligence to completion.

9.2. **District Right to Terminate.** District shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to WPR.

9.3. **No WPR Right to Terminate.** It is expressly agreed that no breach of this Agreement shall entitle WPR to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which WPR may have hereunder by reason of any breach of this Agreement. In addition, if District or any assignee holds an interest in less than all of this Agreement or the Easement, any default under this Agreement shall be deemed remedied, as to District's or such assignee's partial interest, and WPR shall not disturb such partial interest, if District or such assignee, as the case may be, has cured its pro rata portion of the default.

10. **Miscellaneous.**

10.1. **Notices.** All notices or other communications required or permitted by this Agreement including payments to WPR, shall be in writing and shall be deemed given when personally delivered to WPR, or in lieu of such personal service, five (5) business days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to WPR:                   Wasatch Peaks Ranch, LLC  
                                  36 South State Street, Suite 500  
                                  Salt Lake City, Utah 84111

If to District:               WPR Utility District  
                                  36 South State Street, Suite 500  
                                  Salt Lake City, Utah 84111

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

10.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties respecting its subject matter and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement will be of no force or effect and any prior or contemporaneous written or oral agreements between or among the Parties concerning the subject matter of this Agreement are merged in and superseded by this Agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties.

10.3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard for its choice of law provisions.

10.4. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect.

10.5. No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.6. Easement In Gross; Successors and Assigns. The terms, provisions, covenants, agreements, restrictions, and conditions in this Agreement are intended to be, and shall be construed as, an easement in gross, the benefits of which are which is personal to District and its qualified and legally valid successors and assigns forever. The burden of this Agreement and duties and obligations created hereunder run with and are appurtenant to each and all of the OSE Lots.

10.7. Crossing Agreements. WPR and District hereby agree that should any unrelated third party (i.e., any person or entity other than District or any District affiliate, successor or assign) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Easement Area (any such document is referred to herein as a "**Crossing Agreement**"), then WPR shall not enter into any such Crossing Agreement with such unrelated third party without first obtaining the prior written consent of District, and District shall not unreasonably withhold its consent to such Crossing Agreement unless such withholding of consent is a reasonable requirement for District to continue to meet its duties and obligations relative to the Services. WPR hereby reserves the right to grant further easements in the Easement Area, and District hereby agrees not to currently or in the future impede or interfere with WPR's right to grant such further easements.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed (which execution shall be valid whether completed and delivered on paper or via electronic or digital means), shall constitute one and the same instrument.

10.9. Attorneys' Fees. It is understood and agreed by the Parties that the substantially prevailing Party in any dispute relating to the enforcement of the terms of this Agreement shall be entitled to recover its documented reasonable attorneys' fees and costs (including, without limitation, attorneys' fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

10.10. Further Cooperation. Each Party agrees, on the demand of the other, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.

10.11. Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." The Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against any Party because one is deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

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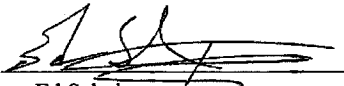


IN WITNESS WHEREOF, WPR has caused its corporate name to be hereunto affixed by its duly authorized officer this 24 day of October, 2023.

WPR:

WASATCH PEAKS RANCH, LLC,  
a Delaware limited liability company

By: WASATCH PEAKS RANCH  
MANAGEMENT, LLC, Its Manager

By:   
Name: Ed Schultz  
Its: Authorized Officer

STATE OF UTAH )  
) ss.  
COUNTY OF Salt Lake City )

The foregoing instrument was acknowledged before me on this 24 day of October, 2023, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch Management, LLC, as Manager of Wasatch Peaks Ranch, LLC, a Delaware limited liability company.



  
Notary Public

Residing at: 222 S main street, Suite 2200  
Salt Lake City, UT 84101

My Commission Expires:


04/10/2027

Signature Page to FP3A Easement Agreement (Utility District)

IN WITNESS WHEREOF, District has caused its corporate name to be hereunto affixed by its duly authorized officer this 23rd day of October, 2023.

DISTRICT:


WPR UTILITY DISTRICT,  
A Utah independent local district

By: Vance Bostock   
Name: Vance Bostock  
Title: Chair

STATE OF UTAH )  
  §  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me on this 23rd day of October, 2023, by Vance Bostock, as Chair of WPR Utility District, a Utah independent local district.



Christa L. Fries   
Notary Public

Online Notary Public. This eSignature involves the use of online substitution communication technology. Authorization facilitated by eScribe.

Signature Page to FP3A Easement Agreement (Utility District)

EXHIBIT A

## Legal Description of the Property

**BOUNDARY DESCRIPTION WASATCH PEAKS RANCH PLAT 3A**

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 11 AND THE WEST HALF AND SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT D40 OF FINAL PLAT WASATCH PEAKS RANCH 2A, AS RECORDED ON MAY 1, 2023 IN BOOK 399 PAGE 1278 AS ENTRY NO. 163354, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT ALSO BEING 3423.56 FEET NORTH 89°22'17" WEST AND 4832.63 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTHEAST CORNER BEING A 3" ALUMINUM CAP MONUMENT SET BY THE MORGAN COUNTY SURVEYOR IN 2021 AND RUNNING THENCE SOUTH 29°55'24" EAST 372.70 FEET; THENCE SOUTH 25°42'36" EAST 386.08 FEET; THENCE SOUTH 11°33'04" EAST 802.46 FEET; THENCE NORTH 69°53'34" EAST 284.06 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE, ALONG THE SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, SOUTH 00°05'48" WEST 1774.73 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE, ALONG THE SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, SOUTH 89°32'34" EAST 600.21 FEET; THENCE SOUTH 02°58'46" EAST 368.62 FEET; THENCE SOUTH 11°47'52" EAST 448.21 FEET; THENCE NORTH 79°24'15" EAST 392.93 FEET; THENCE SOUTH 26°49'59" EAST 175.76 FEET; THENCE SOUTHERLY 290.80 FEET ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°29'56", CHORD BEARS SOUTH 16°05'01" EAST 289.10 FEET; THENCE SOUTH 05°20'03" EAST 145.13 FEET; THENCE SOUTHERLY 105.60 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°31'29", CHORD BEARS SOUTH 11°05'47" EAST 105.42 FEET; THENCE SOUTH 16°51'32" EAST 370.45 FEET; THENCE SOUTHERLY 345.34 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41°39'20", CHORD BEARS SOUTH 03°58'08" WEST 337.78 FEET; THENCE SOUTH 24°47'48" WEST 99.76 FEET; THENCE SOUTH 75°32'25" WEST 544.34 FEET; THENCE NORTH 81°26'45" WEST 629.49 FEET; THENCE SOUTH 87°03'59" WEST 50.00 FEET; THENCE SOUTHWESTERLY 145.18 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°31'55", CHORD BEARS SOUTH 20°49'57" WEST 141.05 FEET; THENCE SOUTH 44°35'54" WEST 35.28 FEET; THENCE SOUTHWESTERLY 36.85 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°53'35", CHORD BEARS SOUTH 53°02'42" WEST 36.72 FEET; THENCE SOUTH 61°29'29" WEST 384.86 FEET; THENCE NORTH 49°37'43" WEST 514.89 FEET; THENCE SOUTH 43°41'53" WEST 89.19 FEET; THENCE NORTH 16°06'15" WEST

EXHIBIT A

1262.32 FEET; THENCE NORTH 52°49'05" EAST 620.52 FEET; THENCE NORTH 37°10'55" WEST 21.22 FEET; THENCE NORTHWESTERLY 100.87 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°10'00", CHORD BEARS NORTH 31°05'55" WEST 100.68 FEET; THENCE NORTH 25°00'55" WEST 83.15 FEET; THENCE NORTHWESTERLY 102.63 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 18°05'36", CHORD BEARS NORTH 34°03'43" WEST 102.21 FEET; THENCE NORTH 43°06'31" WEST 61.37 FEET; THENCE NORTHWESTERLY 32.60 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°40'26", CHORD BEARS NORTH 37°46'18" WEST 32.55 FEET; THENCE NORTH 32°26'05" WEST 62.34 FEET; THENCE NORTHWESTERLY 91.56 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°58'11", CHORD BEARS NORTH 53°25'11" WEST 89.53 FEET; THENCE NORTH 09°00'03" EAST 154.67 FEET; THENCE NORTH 61°33'31" EAST 242.04 FEET; THENCE NORTH 37°24'10" EAST 38.55 FEET; THENCE NORTH 08°00'10" EAST 185.47 FEET; THENCE NORTH 11°28'46" EAST 99.68 FEET; THENCE NORTH 25°01'19" EAST 56.33 FEET; THENCE NORTH 40°24'39" EAST 111.27 FEET; THENCE NORTHWESTERLY 13.26 FEET ALONG THE ARC OF A 225.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°22'32", CHORD BEARS NORTH 44°32'11" WEST 13.25 FEET; THENCE NORTH 46°13'27" WEST 52.41 FEET; THENCE SOUTH 26°32'51" WEST 42.70 FEET; THENCE SOUTH 43°56'49" WEST 74.15 FEET; THENCE SOUTH 62°06'06" WEST 24.04 FEET; THENCE SOUTH 78°48'24" WEST 15.58 FEET; THENCE NORTH 83°43'03" WEST 45.14 FEET; THENCE SOUTH 58°38'23" WEST 46.17 FEET; THENCE SOUTH 26°25'43" WEST 82.68 FEET; THENCE SOUTH 51°22'24" WEST 94.43 FEET; THENCE SOUTH 78°33'45" WEST 113.41; THENCE NORTH 61°06'55" WEST 140.34 FEET; THENCE NORTH 38°23'23" EAST 60.10 FEET; THENCE NORTH 30°03'00" EAST 58.96 FEET; THENCE NORTH 10°08'15" EAST 60.80 FEET; THENCE NORTH 23°07'30" EAST 59.87 FEET; THENCE NORTH 37°21'23" EAST 60.68 FEET; THENCE NORTH 32°48'30" EAST 60.85 FEET; THENCE NORTH 22°03'06" EAST 60.82 FEET; THENCE NORTH 15°47'51" EAST 61.06 FEET; THENCE NORTH 26°42'27"E 95.64 FEET; THENCE NORTH 06°16'13" WEST 70.33 FEET; THENCE NORTH 49°25'26" WEST 70.78 FEET; THENCE NORTH 73°24'33" WEST 75.82 FEET; THENCE NORTH 16°58'24" WEST 667.97 FEET; THENCE NORTH 22°09'10" WEST 306.22 FEET; THENCE NORTH 82°29'39" WEST 305.60 FEET; THENCE NORTH 17°14'17" WEST 133.34 FEET; THENCE NORTHEASTERLY 134.12 FEET ALONG THE ARC OF A 115.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 66°49'13", CHORD BEARS NORTH 16°10'19" EAST 126.64 FEET; THENCE NORTH 40°25'03" WEST 50.00 FEET; THENCE SOUTHWESTERLY 103.92 FEET ALONG THE ARC OF A 165.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°05'04", CHORD BEARS SOUTH 31°32'24" WEST 102.21 FEET; THENCE NORTH 69°25'32" WEST 241.99 FEET; THENCE NORTH 24°21'58" WEST 433.16 FEET TO THE BOUNDARY OF AFORESAID FINAL PLAT WASATCH PEAKS RANCH PLAT 2A; THENCE, ALONG SAID BOUNDARY OF FINAL PLAT WASATCH PEAKS RANCH PLAT 2A, THE FOLLOWING SIX (6) COURSES: (1) NORTH 68°48'32" EAST 678.94 FEET, (2) NORTH 44°21'02" EAST 50.00 FEET, (3) NORTHWESTERLY 15.08 FEET ALONG THE ARC OF A 225.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF

## EXHIBIT A

3°50'24", CHORD BEARS NORTH 47°34'10" WEST 15.08 FEET, (4) NORTH 49°29'22" WEST 9.54 FEET, (5) NORTH 37°39'54" EAST 290.43 FEET, (6) NORTH 81°01'28" EAST 515.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 8,074,418 SQUARE FEET OR 185.363 ACRES

PARCEL NOS.: 00-0092-5755, 00-0092-5756, 00-0092-5757, 00-0092-5758,  
00-0092-5759, 00-0092-5760, 00-0092-5761, 00-0092-5762, 00-0092-5763,  
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00-0092-5779, 00-0092-5780, 00-0092-5781, 00-0092-5782, 00-0092-5783,  
00-0092-5784

EXHIBIT A