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CONTRACT 77601



W2171767

**CONTRACT BETWEEN WEBER BASIN WATER CONSERVANCY DISTRICT
AND
WESTERN AMERICA HOLDING, LLC
FOR THE SALE AND USE OF UNTREATED WATER**

THIS CONTRACT, made this 2ND day of December, 2005, between the WEBER BASIN WATER CONSERVANCY DISTRICT, organized under the laws of the State of Utah, herein styled "District", and WESTERN AMERICA HOLDING, LLC, a Utah limited liability company, of Eden, Weber County, Utah, herein styled "Purchaser",

WITNESSETH:

WHEREAS, the Purchaser desires, by means of a well to divert or withdraw underground water for municipal purposes by the Powder Mountain Water and Sewer Improvement District ("Powder Mountain") at or near the locations in Weber County, State of Utah, approved by the District. Said diversion will intercept and withdraw underground water that will require replacement, and the District has water to sell to Purchaser to replace the water so intercepted and withdrawn.

NOW, THEREFORE, in consideration of the mutual and dependent promises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

1. SALE OF RIGHT TO USE WATER: The District, for the price hereinafter specified, hereby sells and agrees to provide in the manner and at the place hereinafter provided, and purchaser hereby purchases the perpetual right to use in each calendar year as hereinafter specified, untreated water in the amounts specified, to-wit:

<u>Year</u>	<u>Acre-Feet</u>
2006	500
2007	1,000 (being an additional 500 acre-feet)
2008	1,400 (being an additional 400 acre-feet) and 1,400 acre feet annually thereafter.

E# 2171767 PG 1 OF 38
DOUG CROFTS, WEBER COUNTY RECORDER
07-APR-06 1252 PM FEE \$1.00 DEP KKA
REC FOR: WEBER BASIN WATER CONSERV DIST

The purchase of the right to use annually the quantities of water hereinabove specified represent minimum amounts and Purchaser may accelerate its purchases hereunder by notifying the District in writing 90 days prior to the end of any calendar year of its intent to so accelerate and by specifying the amount of additional water, the right to use which purchaser desires to purchase commencing with the next calendar year; provided, however that in the event purchases are so accelerated, Purchaser shall not be relieved of its obligation to purchase the minimum amount provided for in each succeeding year thereafter, until Purchaser has completed purchase of the right to use a total of 1,400 acre feet annually.

2. APPROVED EXCHANGE. Purchaser warrants and represents that prior to its use of the untreated District water, specified in the next preceding paragraph as replacement water; it will obtain approval from the State Engineer of Utah. The District will not be obligated to provide water to the Purchaser as herein provided until satisfactory evidence is furnished that the use of this water as replacement water has been approved by the State Engineer of Utah. Upon approval of the use of water by the State Engineer of Utah, it is the intent of the Purchaser to assign all of the rights to the use of water under this Contract to the Powder Mountain Water and Sewer Improvement District, a special district of the State of Utah, but only with the prior approval in writing by the District.

3. PLACES OF DIVERSION, RELEASE AND USE. The use of the water covered hereby is sold to purchaser solely for the replacement of underground water diverted, withdrawn or to be diverted or withdrawn by said well for municipal use in and upon such lands located in Weber County, Utah, as are or hereafter may be included within the boundaries of Powder Mountain and for no other use or purpose. Its use as replacement water shall be subject to such rules and regulations as the State Engineer of Utah may from time to time prescribe. Release of

such replacement water shall be made from storage in the Pineview Reservoir and shall be made as directed by the State Engineer of Utah or his representative at said Reservoir. The District shall have no obligation to provide works or facilities of any type to carry such water from such points of diversion or release to its ultimate place of use. Purchaser shall have no right to hold over or accumulate the right to use water from year to year.

4. PAYMENT FOR USE OF WATER: For the purchase of the use of the annual quantity of water which the District holds and will hold for Purchaser as herein provided, Purchaser shall pay to the District an annual amount to consist of the total of the following items:

- (a) \$99.66 per acre-foot of water. Such price per acre-foot shall continue until such time as the District may otherwise determine; provided, only, that an increase in such price shall become operative only at the beginning of the next calendar year.
- (b) A fair proportionate amount of estimated operating and maintenance charges of the District for the then calendar year. Such fair proportionate amount shall be determined each year by the Board of Trustees of the District and the determination shall be final and conclusive.

The first annual payment under items (a) and (b) above shall be made by the Purchaser to the District concurrently with the execution hereof by Purchaser, and shall be in payment for water available for use of Purchaser in the calendar year in which this contract is approved by the Board of Trustees of the District; provided, however, if such approval by the Board of Trustees of the District is given on or subsequent to October 1 of the then year, the payment so made by Purchaser shall apply as a credit upon the amount accruing hereunder for the next succeeding calendar year, and no payment shall be required for the remainder of the calendar year in which

such initial payment is made. Succeeding annual payments shall be made by the Purchaser to the District on or before January 1 of each year thereafter. Each annual payment shall be made to the District whether or not all or any part of the water is called for or used hereunder.

Purchaser's obligation to pay for the water as described above exists irrespective of whether purchaser actually uses the water. Western America Holding, LLC shall be obligated to pay for the water described above until the District approves of the assignment of the obligation to pay for the water to the Powder Mountain Water and Sewer Improvement District.

5. PENALTY FOR DELINQUENCY: Every installment or charge required to be paid to the District under this contract, which shall remain unpaid after its due date, shall bear interest from date of delinquency at the existing prime interest rate as of January 1 of each year.

6. SECURITY FOR PAYMENT: In order to secure the annual payments called for by Paragraph 4 of this contract, Purchaser agrees to impose and collect such fees or charges, including penalties and interest for delinquencies as specified by Section 17A-2-1320, UCA (1953), for any water, services, or facilities provided by it as shall always be sufficient to meet its annual operating and maintenance expenses and its obligations to Weber Basin in accordance with said Paragraph 4 above. In the event of a shortage of revenue for such obligations, Purchaser agrees to pay District first out of revenues received.

7. REMEDIES OF DISTRICT IN CASE OF DEFAULT: If Purchaser shall fail to make any payment due hereunder on or before the due date, the District may refuse the delivery of water, or upon 30 days prior written notice to Purchaser, cancel this contract in its entirety, but either or both of these remedies are not exclusive, and the District may exercise any other remedy given by this contract or by law to enforce collection of any payment due hereunder.

8. INDEMNITY. Purchaser agrees to indemnify and hold District harmless with respect to any liability, claims, demands, or causes of action asserted against District by third parties based on the reliance of such third parties on the provision of this contract.

9. TERM. The right to the use of water purchased hereunder by Purchaser is intended to remain in effect on a perpetual basis and Purchaser shall have no right to cancel all or any part of the right hereunder contracted for unless Purchaser meets District's guidelines for cancellation and obtains prior approval of District's Board of Trustees.

10. RELIEF IN EVENT OF DROUGHT AND WATER SHORTAGE: In the event there is a shortage of water caused by drought, inaccuracies in distribution not resulting from negligence, hostile diversion, prior or superior claims or other causes not within the control of the District, no liability shall accrue against the District or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom and the payments to the District provided for herein shall not be reduced because of any such shortage or damage. During periods of water shortage, allocations of treated and untreated water for municipal, domestic and industrial use shall have first priority.

11. CONSTRUCTION, OPERATION AND MAINTENANCE OF PURCHASER'S FACILITIES: The Purchaser shall construct, operate and maintain, without cost to the District, the well facilities necessary to divert and accurately measure its water supply. The metering or other measuring device installed by the Purchaser shall be satisfactory to the State Engineer. The District has no responsibility for the quality or quantity of water that the Purchaser is able to obtain through the means of diversion permitted by its approved exchange application as hereinabove specified.

12. BENEFICIAL USE OF WATER: The basis, the measure and the limit of the right of the Purchaser in the use of water shall rest perpetually in Purchaser's efforts in the beneficial application thereof, and the Purchaser agrees to put the water, the right to use of which is purchased hereunder, to beneficial use in accordance with law and acknowledges that this is solely its obligation.

13. OBSERVATION OF FEDERAL AND STATE ENVIRONMENTAL LAWS. Purchaser agrees that it will fully comply with all applicable federal, state and District laws, orders, regulations, and policies, all as administered by appropriate authorities, concerning the environmental impact of Purchaser's use of water hereunder on streams, reservoirs, ground water, or water courses with respect to pollution resulting from thermal pollution or the discharge of refuse, garbage, sewer effluent, industrial waste, oil, mine tailings, mineral salts or other materials not allowed to be discharged by applicable law or from any other source whatsoever.

14. ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED: Neither this contract nor any part hereof or interest therein shall be assigned by Purchaser without the prior written approval of District first had and obtained. Further, the provisions of this contract shall apply to and bind the successors and permitted assigns of the parties hereto. Upon approval of the use of water by the State Engineer of Utah of the replacement water under this Contract, the right the use of water under this Contract and all of the obligations with respect to the use of water, with the exception of the payment obligation under paragraph 4 above, shall be assigned to the Powder Mountain Water and Sewer Improvement District.

15. AMENDMENT: This contract may be amended by the parties hereto and such amendment shall be effective upon execution by both parties and the attachment hereto of a signed copy of any such amendment.

16. ACCELERATION OF DELIVERY SCHEDULE: In the event the District at any time prior to January 1, 2008, receives a bona fide offer to purchase the right to use water which in its judgment it cannot supply except by invading that portion of the water covered by Paragraph 1 above which is allocated to deliveries to commence in future years, the District may notify the purchaser hereunder in writing that it proposes to terminate and cancel this contract as to a portion or all of the water so allocated to deliveries scheduled to commence in then future years, and thereupon the Purchaser shall,

- (a) Within a period of one month after receipt of such notice elect in writing delivered to the District to accelerate the delivery and payment schedules set out in Paragraph 1 hereof to encompass for delivery and payment at the beginning of the next calendar year (or for payment within six months of the date of the District's notice if such notice is given after June 1 of any year, but such extension of time for payment shall apply only to such calendar year) the portion of the water referred to in the District's notice to Purchaser, or
- (b) Be deemed to have acquiesced in and consented to the termination and cancellation of such portion of the water as set out in the District's notice to the Purchase.

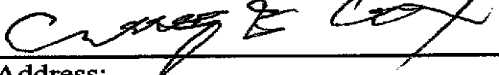
17. NOTICE: Any notice herein required to be given to the Purchaser shall be sufficiently given if sent by registered mail addressed to Purchaser at Western America Holding, LLC, c/o Gerald H. Kinghorn, Parsons Kinghorn Harris, P.C., 111 E. Broadway, 11th Floor, Salt Lake City, Utah 84111, until further notice of a change in notice address and to the District if sent by registered mail to 2837 East Highway 193, Layton, Utah 84040.

18. REUSE. The reuse of water delivered pursuant to this contract shall not be allowed without permission of the District. The waste, seepage, or return flow from water delivered pursuant to this contract shall belong to the United States or the District for the use and benefit of the Weber Basin Project.

IN WITNESS WHEREOF, the parties have caused this contract to be executed and signed the day and year first above written.

PURCHASERS:


WESTERN AMERICA HOLDING, LLC


Address: _____


By: _____

APPROVED: December 2, 2005

WEBER BASIN WATER CONSERVANCY DISTRICT


President

ATTEST:


Secretary

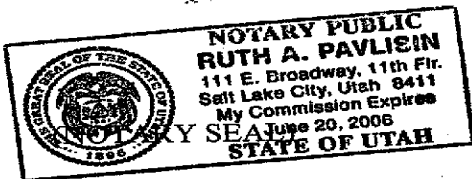
(SEAL)



ACKNOWLEDGMENT OF
WESTERN AMERICA HOLDING, LLC

State of UTAH)
) ss.
County of S.L.)

On the 22nd day of December, 2005, personally appeared before me, Craig E. Cox known to me to be the Managing Member of WESTERN AMERICA HOLDING, LLC, the signers of the above instrument, who duly acknowledged to me that they executed the same on behalf of WESTERN AMERICA HOLDING, LLC, pursuant to authority delegated to them.



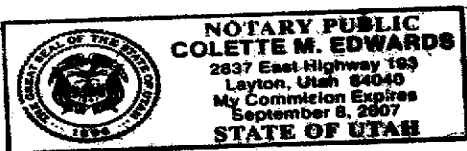
Ruth A. Pavlisin
Notary Public in and for the
State of UTAH
Residing at S.L.C, UT
My commission expires: 6.20.06

ACKNOWLEDGMENT OF
WEBER BASIN WATER CONSERVANCY DISTRICT

State of Utah)
) ss.
County of Davis)

On the 2nd day of December, 2005, personally appeared before me, Jewel Lee Kenley & Tage I. Flint known to me to be the President & GM of Weber Basin Water Conservancy District, the signers of the above instrument, who duly acknowledged to me that they executed the same on behalf of Weber Basin Water Conservancy District pursuant to authority delegated to them.

(NOTARY SEAL)



Colette Edwards
Notary Public in and for the
State of
Residing at
My commission expires:

EXHIBIT "A"

PARCEL 1: (22-001-0003) ✓
THE SOUTH 660 FEET OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. EXCEPT COUNTY ROAD (906-117)

PARCEL 2: (22-001-0004) ✓
THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. EXCEPT COUNTY ROAD. (906-117) (1425-480) EXCEPT THAT PART OF THE FOLLOWING IN SECTION 1: PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36; RUNNING THENCE NORTH 400 FEET, MORE OR LESS; THENCE SOUTH 48°31'27" WEST 1270 FEET TO A POINT 3532.52 FEET WEST AND 462.17 FEET SOUTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE SOUTH 41°28'33" EAST 900.00 FEET TO THE NORTHERLY LINE OF COUNTY ROAD; THENCE ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1; THENCE NORTH ALONG SECTION LINE TO THE PLACE OF BEGINNING.

PARCEL 3: (22-001-0006) ✓
THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21): PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE SOUTH 1675.08 FEET; THENCE WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 1; THENCE NORTH TO THE LINE OF COUNTY ROAD; THENCE EASTERLY TO A POINT 1660.09 FEET WEST AND 1043.28 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 65° EAST 325 FEET; THENCE EAST 500 FEET; THENCE NORTH 400 FEET; THENCE NORTH 46°28'31" WEST TO THE NORTH LINE OF SECTION 1; THENCE EASTERLY ALONG SECTION LINE TO THE PLACE OF BEGINNING.
EXCEPT COUNTY ROAD (906-177)
EXCEPT COUNTY ROAD (1425-480)
EXCEPT THAT PART DEEDED TO POWDER MOUNTAIN DEVELOPMENT COMPANY (1441-2453)

~~PARCEL 5: (23-044-0004)
 THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH; BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, RUNNING THENCE NORTH 400 FEET, MORE OR LESS; THENCE SOUTH 48°31'27" WEST 1270 FEET TO A POINT 2522.60 FEET WEST AND 4000.00 FEET SOUTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE SOUTH 48°31'27" EAST 900.00 FEET TO THE NORTHERLY LINE OF COUNTY ROAD; THENCE ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1; THENCE NORTH ALONG SECTION LINE TO THE PLACE OF BEGINNING.
 EXCEPT COUNTY ROAD (1425 490)
 EXCEPTING THAT PART DEEDED TO POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT (4000-0000)~~

PARCEL 6: (23-044-0008) ✓ 100
 THAT PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY, LYING WITHIN WEBER COUNTY.

PARCEL 7: (23-044-0011) ✓ 100
 THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. EXCEPT THAT PART OF THE FOLLOWING IN SECTION 36: PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36: RUNNING THENCE NORTH 400 FEET, MORE OR LESS; THENCE SOUTH 48°31'27" WEST 1270 FEET TO A POINT 3532.52 FEET WEST AND 462.17 FEET SOUTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE SOUTH 41°28'33" EAST 900.00 FEET TO THE NORTHERLY LINE OF COUNTY ROAD; THENCE ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1, THENCE NORTH ALONG THE SECTION LINE TO THE PLACE OF BEGINNING.

PARCEL 8: (23-044-0013) ✓ 100
 PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST SALT LAKE MERIDIAN, U.S. SURVEY: DESCRIBED AS FOLLOWS: BEGINNING AT A POINT SOUTH 89°52'18" WEST 1380.95 FEET, NORTH 46°28'33" WEST 255.80 FEET, SOUTH 43°31'27" WEST 14.99 FEET, NORTH 46°28'33" WEST 94.20 FEET, NORTH 43°31'27" EAST 15.00 FEET, AND NORTH 46°28'33" WEST 836.80 FEET, FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION RUNNING THENCE SOUTH 48°31'27" WEST TO THE WEST LINE TO THE SOUTHEAST QUARTER OF SECTION 36, THENCE NORTH 865 FEET, MORE OR LESS TO THE WEBER-CAHCE COUNTY LINE; THENCE SOUTHEASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING.

PARCEL 9: (22-006-0002) ✓ 100
 THE NORTH ONE-HALF OF SECTION 16 AND THE SOUTH ONE-HALF OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 10: (22-006-0018) ✓ 100
 THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 11: (22-006-0007) ✓ 100
 THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 12: (23-012-0068) ✓ 100
 ALL OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE. (40-21). EXCEPT PRIVATE ROAD (24-80, 81, 82)

Parcel Information

22-001-0008

PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY, AND PART OF SECTION 36 TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN: BEGINNING AT POINT LOCATED SOUTH 89D52'18" WEST 2400.00 FEET AND NORTH 0D07'42" WEST 170.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN: SAID POINT BEGINNING ALSO BEING THE NORTHWEST CORNER LOT 12, POWDER MOUNTAIN WEST SUBDIVISION, PHASE 1, THENCE SOUTH 0D97'42" EAST 100 FEET; THENCE SOUTH 84D46'21" EAST 160.70 FEET; THENCE SOUTH 68D01'08" EAST 172.70 FEET; THENCE NORTH 89D52'18" EAST 230.00 FEET; THENCE NORTH 60D23'45" EAST 53.24 FEET; THENCE SOUTH 7D16'30" EAST 120.25 FEET; THENCE NORTH 82D43'30" EAST 32.86 FEET; THENCE ALONG A 225.14 FOOT RADIUS CURVE TO THE RIGHT 135.56 FEET; THENCE ALONG A 310.00 FOOT RADIUS CURVE TO THE LEFT 148.00 FEET; THENCE NORTH 89D52'18" EAST 66.43 FEET; THENCE ALONG A 10 FOOT RADIUS CURVE TO THE LEFT 15.71 FEET; THENCE NORTH 0D07'42" WEST 144.00 FEET, MORE OR LESS, TO THE WEBER-CACHE COUNTY LINE; THENCE ALONG SAID LINE SOUTH 26D52'17" EAST 457.03 FEET, THENCE SOUTH 36D58'19" EAST 374.24 FEET; THENCE SOUTH 67D07'19" EAST 65 FEET THENCE SOUTH 180.00 FEET; THENCE WEST 500.00 FEET; THENCE SOUTH 65D00' WEST 130 FEET, MORE OR LESS, THENCE NORTH 115 FEET; THENCE NORTH 77D24'24" WEST 253 FEET; THENCE SOUTH 42D17'29" WEST 80.92 FEET; THENCE NORTH 87D49'39" WEST 537.97 FEET; THENCE SOUTH 41D28'33" EAST 300.82 FEET TO COUNTY ROAD; THENCE ALONG COUNTY ROAD TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE NORTH ALONG SAID WEST LINE TO A POINT SOUTH 48D31'27" WEST FROM A POINT GIVEN AS 2175.04 FEET WEST AND 737.78 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE NORTH 48D31'27" EAST TO SAID POINT; THENCE SOUTH 46D28'33" EAST 300.55 FEET; THENCE SOUTH 43D31'27" WEST 59.49 FEET; THENCE ALONG A 450 FOOT RADIUS CURVE 5.55 FEET; THENCE NORTH 47D10'59" WEST 75.97 FEET; THENCE SOUTH 89D52'18" WEST 50.00 FEET; THENCE SOUTH 32D52'18" WEST 167.50 FEET; THENCE SOUTH 83D52'18" WEST 206.88 FEET; THENCE SOUTH 0D07'42" WEST 217.90 FEET TO POINT OF BEGINNING.
EXCEPT THAT PART DEEDED TO EDITH GASPARD (1379-595).
EXCEPT COUNTY ROAD (1425-480).
SUBJECT TO ACCESS ROAD EASEMENT (1445-407)
EXCEPT THAT PART DEEDED TO POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT (1566-207).
EXCEPT THAT PART DEEDED (1573-2503) TO ALVIN F & JUNE H COBABE, DESCRIBED AS FOLLOWS: PART OF THE NORTHEAST QUARTER, SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT LOCATED SOUTH 89D52'18" WEST 1296.65 FEET ALONG THE SECTION LINE AND SOUTH 0D07'42" EAST

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Parcel Information

22-001-0008
cont.

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383.91 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, RUNNING THENCE SOUTH 25D24'11" EAST 140.00 FEET, THENCE SOUTH 64D35'49" WEST 162.98 FEET, THENCE NORTH 28D57'00" WEST 140.27 FEET, THENCE NORTH 64D35'49" EAST 171.66 FEET TO THE POINT OF BEGINNING.

EXCEPT POWDER MOUNTAIN WEST SUBDIVISION PHASE 4.

EXCEPT MOONRIDGE SUBDIVISION.

EXCEPT THAT PORTION WITHIN CACHE COUNTY.

SUBJECT TO A RIGHT OF WAY FOR ACCESS FOR INGRESS AND EGRESS FOR THE FOLLOWING LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED AS FOLLOWS: PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED SOUTH 89D52'18" WEST 1380.95 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 26D51'00" EAST 193.63 FEET, THENCE SOUTH 19D13'29" WEST 24.64 FEET TO THE COUNTY ROAD, THENCE LEFT ALONG THE ARC OF A 290.00 FOOT RADIUS CURVE A DISTANCE OF 172.60 FEET (CHORD BEARS NORTH 87D49'34" WEST 170.07 FEET) ALONG SAID ROAD, THENCE RIGHT ALONG THE ARC OF A CURVE ALONG THE NORTHERLY LINE OF ASPEN DRIVE (CHORD BEARS NORTH 82D22'46" WEST 52.99 FEET) TO A POINT OF REVERSE CURVATURE, THENCE NORTH 14D21'01" EAST 34.88 FEET TO THE SOUTHWEST CORNER OF THE JAMES G BATCHELOR PROPERTY THENCE ALONG SAID BATCHELOR PROPERTY THE FOLLOWING FOUR COURSES: (1) LEFT ALONG THE ARC OF A 310.00 FOOT RADIUS CURVE A DISTANCE OF 58.73 FEET (CHORD BEARS SOUTH 84D42'03" EAST 58.64 FEET). (2) NORTH 89D52'18" EAST 66.43 FEET. (3) LEFT ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE A DISTANCE OF 15.71 FEET (CHORD BEARS NORTH 44D52'18" EAST 14.14 FEET) (4) NORTH 00D07'42" WEST 144.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.30 ACRES E#1827489 BOOK 2209 PAGE 2448

EXCEPT THAT PORTION DEEDED TO UINTAH FAMILY PROPERTIES LLC (E# 1967468)

EXCEPT THAT PORTION DEEDED TO GLENN PAULS & WF DIANNE (E# 1967467)

EXCEPT THAT PORTION DEED TO HATU SLIDING ALLIANCE LLC E#2063993 DESCRIBED AS FOLLOWS: PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT 1765.07 FEET WEST AND 290.33 SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 1, THENCE AS FOLLOWS: SOUTH 07D16'30" EAST 11.59 FEET ALONG THE WESTERLY LINE OF POWDER MOUNTAIN VILLAGE TO THE NORHTERLY LINE OF POWDER MOUNTAIN ROAD ALONG SAID POWDER MOUNTAIN ROAD THE FOLLOWING 6 COURSES: SOUTH 69D10'14" WEST 24.00 FEET TO A TANGENT CURVE TO THE LEFT THENCE SOUTHWESTERLY 165.75 FEET

Parcel Information

22-001-0008
cont.

ALONG SAID CURVE TO A REVERSE CURVE (R=817.33, DELTA=11D37'10"
TAN=83.16, CH=165.47, CHB=SOUTH 63D21'39" WEST) THENCE
SOUTHWESTERLY 396.69 FEET ALONG SAID CURVE (R=611.67, DELTA=
37D09'31", TAN=205.60, CH=389.78, CHB=SOUTH 76D07'49" WEST)
THENCE NORTH 85D14'08" WEST 50.00 FEET TO A TANGENT CURVE TO
THE LEFT THENCE SOUTHWESTERLY 270.47 FEET ALONG SAID CURVE
(R=232.09, DELTA 66D46'14" TAN=152.95, CH=255.42, CHB=SOUTH
61D22'45" WEST) THENCE SOUTH 27D59'45" WEST 36.38 FEET THENCE
NORTH 24D23'09" WEST 397.38 FEET THENCE NORTH 46D55'29" EAST
72.31 FEET THENCE SOUTH 88D24'26" EAST 142.94 FEET TO THE
SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3, THENCE
SOUTH 39D56'02" EAST 19.25 FEET ALONG THE SOUTHERLY BOUNDARY
OF POWDER MOUNTAIN WEST PHASE 3 THENCE SOUTH 39D56'02" EAST
19.25 FEET ALONG THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN
WEST PHASE 3 THENCE SOUTH 78D34'06" EAST 449.11 FEET ALONG THE
SOUTHERLY BOUNDARY OF POWDER WEST PHASE 3, THENCE NORTH
84D27'03" EAST 355.87 FEET ALONG THE SOUTHERLY BOUNDARY OF
POWDER MOUNTAIN WEST PHASE 3 TO THE POINT OF BEGINNIG

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Parcel Information

22-001-0011

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST AND SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF SOUTHWEST QUARTER OF SECTION 36, RUNNING THENCE NORTH 400 FEET, MORE OR LESS, THENCE SOUTH 48D31'27" WEST 1270 FEET TO A POINT 3532.52 FEET WEST AND 462.17 FEET SOUTH OF THE SOUTHEAST CORNER OF SECTION 36, THENCE SOUTH 41D28'33" EAST 900.00 FEET TO THE NORTHERLY LINE OF COUNTY ROAD, THENCE ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1, THENCE NORTH ALONG SECTION LINE TO THE PLACE OF BEGINNING.

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EXCEPT COUNTY ROAD (1425-480).

EXCEPTING THAT PART DEEDED TO POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT (1566-207).

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT 1765.07 FEET WEST AND 290.33 SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 1 THENCE AS FOLLOWS: SOUTH 07D16'30" EAST 11.59 FEET ALONG THE WESTERLY LINE OF POWDER MOUNTAIN VILLAGE TO THE NORTHERLY LINE OF POWDER MOUNTAIN ROAD, ALONG SAID POWDER MOUNTAIN ROAD THE FOLLOWING 6 COURSES: SOUTH 69D10'14" WEST 24.00 FEET TO A TANGENT CURVE TO THE LEFT THENCE SOUTHWESTERLY 165.75 FEET ALONG SAID CURVE TO A REVERSE CURVE (R=817.33 DELTA=11D37'10" TAN=83.16, CH=165.47, CHD=SOUTH 63D21'39" WEST) THENCE SOUTHWESTERLY 396.69 FEET ALONG SWAID CURVE (R=611.67, DELTA=37D09'31" TAN=205.60, CH=389.78, CHB=SOUTH 76D07'49" WEST) THENCE NORTH 85D14'08" WEST 50.00 FEET TO A TANGENT CURVE TO THE LEFT THENCE SOUTHWESTERLY 270.47 FEET ALONG SAID CURVE (R=232.09 DELTA 66D46'14" TAN=152.42, CHB=SOUTH 61D22'45" WEST) THENCE SOUTH 27D59'45" WEST 36.38 FEET THENCE NORTH 24D23'09" WEST 397.38 FEET THENCE NORTH 46D55'29" EAST 72.31 FEET THENCE SOUTH 88D24'26" EAST 142.94 FEET TO THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3, THENCE SOUTH 39D56'02" EAST 19.25 FEET ALONG THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3 THENCE SOUTH 39D56'02" EAST 19.25 FETE ALONG THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3 THENCE SOUTH 78D34'06" EAST 449.11 FEET ALONG THE SOUTHERLY BOUNDARY OF POWDER WEST PHASE 3 THENCE NORTH 84D27'03" EAST 355.87 FEET ALONG THE SUOTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3 TO THE POINT OF BEGINNING. (E#2063993)

PARCEL 13: (23-012-0051) ✓ *ap*
THAT PART OF THE NORTH ONE-HALF OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTHEASTERLY OF THE WEBER-CACHE COUNTY LINE.

PARCEL 14: (23-012-0027) ✓ *ap*
THAT PART OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE.

PARCEL 15: (23-012-0029) ✓ *ap*
THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTHWESTERLY OF THE WEBER CACHE COUNTY LINE.

PARCEL 16: (23-012-0052) ✓ *ap*
THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE.

PARCEL 17: (23-012-0028) ✓ *ap*
THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 18: (23-012-0031) ✓ *ap*
ALL OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN. EXCEPT THE WEST ONE-HALF OF THE NORTHWEST QUARTER. ALSO EXCEPT THE SOUTH 800.00 FEET OF SAID SECTION.

PARCEL 19: (23-012-0035) ✓ *ap*
ALL OF SECTION 17, QUARTER TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 20: (23-012-0069) ✓ *ap*
THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 21: (23-012-0033) ✓ *ap*
THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 22: (23-012-0032) ✓ *ap*
ALL OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 23: (23-012-0034) ✓ *ap*
THE WEST ONE-HALF OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE SOUTHWESTERLY TO THE CENTER OF SECTION; THENCE NORTH TO THE NORTH QUARTER CORNER; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 24: (22-006-0005) ✓ 103
 ALL OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY, AND ALL OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10, RUNNING THENCE SOUTH 89°32'53" EAST 3142.32 FEET, THENCE NORTH 3°52'25" EAST TO THE NORTH LINE OF SAID SECTION, THENCE EASTERLY ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION, THENCE SOUTHERLY ALONG THE SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION, THENCE WESTERLY ALONG SAID SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION, THENCE NORTHERLY ALONG SAID SECTION LINE TO THE POINT OF BEGINNING. EXCEPT COUNTY ROAD (906-117) AND A 30 FOOT RIGHT OF WAY FOR PUBLIC USE (1002-488) EXCEPT SNOWFLAKE SUBDIVISION PHASE 3 OPEN SPACE (BOOK 54, PAGE 73)

PARCEL 25: (22-006-0011) ✓ 0024-82
 ALL OF THE WEST ONE-HALF OF SECTION 14, TOWNSHIP 7 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY EXCEPT COUNTY ROAD (906-117) AND A 30 FOOT RIGHT OF WAY FOR PUBLIC USE (1002-488) EXCEPT SNOWFLAKE SUBDIVISION PHASE 3 OPEN SPACE BOOK 54, PAGE 73 DEDICATED PLATS.

PARCEL 26: (22-006-0024) ✓ 103
 THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U S SURVEY LESS THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION. TOGETHER WITH A 60 FOOT WIDE RIGHT OF WAY ACROSS THE EASTHALF OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKEBASE & MERIDIAN, U S SURVEY.

PARCEL 27: (22-006-0022) ✓ 103
 ALL OF SECTION 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. EXCEPT COUNTY ROAD (906-117), AND A 30 FOOT RIGHT OF WAY FOR PUBLIC USE (1002-488). EXCEPT THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15 (1235-550). EXCEPT THE WEST 1485 FEET OF THE SOUTHWEST QUARTER (1327-824). EXCEPT SNOWFLAKE SUBDIVISION (BOOK 39, PAGE 4). EXCEPT SNOWFLAKE SUBDIVISION NO. 2 (BOOK 39, PAGE 79) EXCEPT SNOWFLAKE SUBDIVISION NO. 3 (BOOK 54, PAGE 72) EXCEPT SNOWFLAKE SUBDIVISION NO. 3 OPEN SPACE (BOOK 54, PAGE 73)

PARCEL 28: (22-049-0003) ✓ 103
 THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN. EXCEPT OGDEN VALLEY CANAL (734-362, 735-278 AND 744-49)

PARCEL 29: (22-049-0001) ✓ 103
 THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. EXCEPT THE OGDEN VALLEY CANAL U.S.A. (744-53).

PARCEL 30: (23-044-0010) ✓ 103
 THE PART OF THE NORTH ONE-HALF AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING WITHIN WEBER COUNTY.

PARCEL 31: (22-020-0024) ✓
 THE EAST 2 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 32: (22-020-0005) ✓ 103
 THE EAST 2 FEET OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL 33: (22-020-0004) *AP*
 THE EAST 2 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

~~PARCEL 34: (22-001-0004)
 PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN BEGINNING AT A POINT LOCATED SOUTH 69°52'16" WEST 1230.00 FEET ALONG THE SECTION LINE AND SOUTH 89°10'10" EAST 666.07 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 25°27'11" EAST 146.00 FEET, THENCE SOUTH 28°04'41" EAST 146.00 FEET, THENCE SOUTH 48°55'45" WEST 162.98 FEET; THENCE NORTH 28°57'00" WEST 146.27 FEET, THENCE NORTH 64°35'49" EAST 171.66 FEET TO THE POINT OF BEGINNING.~~

PARCEL 35: (22-001-0002) *SL*
 THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 1. ALL OF SECTION 2 AND A PART OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 3; RUNNING THENCE EAST TO THE SOUTHEAST CORNER OF SECTION 3; THENCE NORTH TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING. EXCEPT THE COUNTRY ROAD (906-117) AND A 30 FOOT RIGHT OF WAY FOR PUBLIC USE (1002-488). EXCEPT THAT PORTION DEEDED TO RULON K. JONES AND KATHY L. JONES (ENTRY NO. 1947340).

~~PARCEL 36: (23-012-0004)
 THAT PART OF THE FOLLOWING PROPERTY LYING SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21) THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, EXCEPT THAT PART DEEDED IN BOOK 1405-218 ALSO EXCEPT THAT PART DEEDED TO WEBER-CACHE COUNTY (1589-1090) SUBJECT TO A 50 FOOT RIGHT OF WAY 25 FEET EACH SIDE OF THE FOLLOWING CENTER LINE: BEGINNING AT A POINT OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED PRIVATE ROAD, SAID POINT BEING NORTH 0°57'06" EAST ALONG THE SECTION LINE 1216.82 FEET AND WEST 2100.07 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6, THENCE NORTH 97°00'00" EAST 254.40 FEET TO A POINT ON THE ARC OF A 4000.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 106°00'00" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 180°00'00" A DISTANCE OF 207.10 FEET, THENCE NORTH 22°00'00" EAST 185.00 FEET TO A POINT OF THE ARC OF A 1000.00 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS NORTH 10°00'00" WEST, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 27°51'27" EAST 317.07 FEET.~~

PARCEL 37: (23-012-0030) *AP*
 ALL OF LOTS 6 AND 7, AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE (40-21). EXCEPT THAT PART DEEDED IN BOOK 1405-215 AND 1405-217) ALSO EXCEPT PRIVATE ROAD (24-80, 81, 82).

THE FOLLOWING PROPERTY LOCATED IN CACHE COUNTY:

PARCEL 38: (16-007-0004)
 THAT PART OF THE NORTH HALF, THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, LYING IN CACHE COUNTY.

PARCEL 39: (16-001-0008)
 THAT PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST LYING IN CACHE COUNTY.

Parcel Information

~~22-001-0017~~ 4
PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH,
RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT
LOCATED SOUTH 89D52'18" WEST 1296.65 FEET ALONG THE SECTION
LINE AND SOUTH 0D07'42" EAST 383.91 FEET FROM THE NORTHEAST
CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE
BASE AND MERIDIAN, RUNNING THENCE SOUTH 25D24'11" EAST 140.00
FEET, THENCE SOUTH 64D35'49" WEST 162.98 FEET, THENCE NORTH
28D57'00" WEST 140.27 FEET, THENCE NORTH 64D35'49" EAST
171.66 FEET TO THE POINT OF BEGINNING.
CONTAINS 0.538 ACRES.

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Parcel Information

23-012-0054

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING
SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21).
THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2
EAST, SALT LAKE MERIDIAN, U.S. SURVEY.
EXCEPT THAT PART DEEDED IN BOOK 1405-215.
ALSO EXCEPT THAT PART DEEDED TO WEBER STATE COLLEGE
(1592-1024).

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SUBJECT TO 50 FOOT RIGHT OF WAY 25 FEET EACH SIDE OF THE
FOLLOWING CENTER LINE: BEGINNING AT A POINT OF THE NORTHERLY
LINE OF THE ABOVE DESCRIBED PRIVATE ROAD, SAID POINT BEING
NORTH 0D57'08" EAST ALONG THE SECTION LINE 1216.92 FEET AND
WEST 2186.87 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6;
THENCE NORTH 87D33'51" EAST 254.12 FEET TO A POINT ON THE ARC
OF A 900.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH
2D26'09" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID
CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17D00' A
DISTANCE OF 267.04 FEET; THENCE NORTH 70D33'51" EAST 185.00
FEET TO A POINT ON THE ARC OF A 700.00 FOOT RADIUS CURVE, THE
CENTER OF WHICH BEARS NORTH 19D26'09" WEST; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH
A CENTRAL ANGLE OF 21D34'46" A DISTANCE OF 263.64 FEET; THENCE
NORTH 21D51'21" EAST 317.07 FEET.

PARCEL 40: (16-007-0006)

THAT PART OF THE FOLLOWING LYING IN CACHE COUNTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST; THENCE SOUTH 52°18' WEST 1380.95 FEET; THENCE NORTH 46°28'33" WEST 255.6 FEET; THENCE SOUTH 43°31'27" WEST 14.99 FEET; THENCE NORTH 46°28'33" WEST 94.2 FEET; THENCE NORTH 43°31'27" WEST TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION ; THENCE NORTH TO A POINT 1320 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST 2640 FEET; THENCE SOUTH 1320 FEET TO BEGINNING. LESS: BEGINNING NORTH 489.06 FEET AND EAST 1310.1 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST; THENCE SOUTH 89°52'18" WEST 180 FEET; THENCE NORTH 0°07'42" WEST 200 FEET; THENCE NORTH 89°52'18" EAST 435.6 FEET; THENCE SOUTH 0°07'42" EAST 200 FEET; THENCE SOUTH 89°52'18" WEST 255.6 FEET TO BEGINNING.

PARCEL 41: (16-001-0005)

THAT PART OF THE FOLLOWING LYING IN CACHE COUNTY:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND LOTS 3 AND 4, SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST. LESS AND EXCEPTING THE FOLLOWING:
PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 4950 FEET SOUTH AND 1556.22 WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE WEST 1083.78 FEET THENCE SOUTH 461.0144 FEET, MORE OR LESS TO A POINT 131.0144 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE EAST 1083.78 FEET TO A POINT 1556.22 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 461.0144 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL 42: (16-001-0006)

THAT PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST LYING IN CACHE COUNTY.

PARCEL 43: (16-001-0007)

THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST.

PARCEL 44: (16-001-0010)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST LYING IN CACHE COUNTY.

PARCEL 45: (16-001-0017)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE EAST LYING IN CACHE COUNTY.

PARCEL 46: (16-001-0018)

THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST.

PARCEL 47: (16-001-0019)

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST LYING IN CACHE COUNTY.

PARCEL 48: (16-016-0005)

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT A POINT 825 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE NORTH 89D48'52" WEST 1320.00 FEET; THENCE NORTH ALONG THE WEST SECTION LINE 825.00 FEET TO A POINT NORTH 89D48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89D48'52" EAST 1320.00 FEET MORE OR LESS TO THE POINT OF BEGINNING. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

PARCEL 49: (16-017-0003)

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 2 EAST, ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION.

PARCEL 50: (16-017-0005)

THE SOUTH HALF OF SECTION 30, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL 51: (16-017-0006)

THE NORTH HALF; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL 52: (16-017-0007)

ALL OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL 53: (16-017-0008)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL 54: (16-017-0009)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL 55: (16-017-0010)

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL 56: (16-001-0009)

THAT PART OF THE SOUTH HALF OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST LYING IN CACHE COUNTY. LESS: BEGINNING NORTH 0°57'08" EAST 1457.55 FEET AND WEST 391.09 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 21°51'21" WEST 127.94 FEET; THENCE ALONG A CURVE TO THE LEFT 546.3 FEET; THENCE NORTH 45°00'59" WEST 33.94 FEET; THENCE NORTH 13°01'28" EAST 60.75 FEET; THENCE NORTH 27°33'36" WEST 169.15 FEET; THENCE NORTH 68°08'39" WEST 123.43 FEET; THENCE NORTH 21°51'21" EAST 129.28 FEET; THENCE SOUTH 68°08'39" EAST 800 FEET TO BEGINNING.
(PART OF PARCEL 16-001-0011 WEBER STATE COLLEGE)

PARCEL 57: (16-007-0005)

THAT PART OF THE FOLLOWING LYING IN CACHE COUNTY: THE NORTH HALF OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 1 EAST.

PARCEL 58: (16-017-0011)

A PART OF THE SOUTHEAST QUARTER OF SECTION 29 AND THE EAST HALF OF SECTION 32 TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

BEGINNING AT A POINT 2173.92 FEET WEST FROM THE NORTHEAST CORNER ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29; RUNNING THENCE WEST 466.08 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE SOUTH ALONG THE CENTER LINES OF SECTION 29 AND SECTION 32 6600 FEET MORE OR LESS TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32; THENCE EAST ALONG THE SOUTH LINE OF SECTION 32, 466.08 FEET; THENCE NORTH 6600 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH A RIGHT OF WAY 45 FEET WIDE ACROSS THE FOLLOWING DESCRIBED LAND:
PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN:

BEGINNING A POINT 1553.04 FEET EAST, SOUTH 5280 FEET TO THE SOUTH LINE OF SECTION 32; AND EAST 1087.06 FEET; FROM THE SOUTHWEST CORNER OF SECTION 29 TO THE TRUE POINT OF BEGINNING; AND RUNNING THENCE SOUTH 2640 FEET; THENCE EAST 467.08 FEET; THENCE NORTH 2640 FEET, THENCE WEST 467.08 FEET; TO THE POINT OF BEGINNING

ALSO ACROSS THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN LYING NORTH OF THE CACHE COUNTY LINE.

AND TOGETHER WITH THE FOLLOWING:

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 59: (16-016-0010)

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT A POINT 825 FEET SOUTH ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE SOUTH 89D48'52" EAST 1320.00 FEET; THENCE NORTH ALONG THE WEST SECTION LINE 825.00 FEET TO A POINT SOUTH 89D48'52" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89D48'52" WEST 1320.00 FEET MORE OR LESS TO THE POINT OF BEGINNING TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 8644242 IN BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 60: (16-017-0012)

PART OF THE SOUTHEAST QUARTER OF SECTION 32 TOWNSHIP 8 NORTH RANGE 2 EAST AND PART OF THE NORTH EAST QUARTER OF SECTION 5 TOWNSHIP 7 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT SOUTH 2051.2608 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF SECTION 32; RUNNING THENCE SOUTH ALONG SAID SECTION LINE 1343.7536 FEET; THENCE NORTH 89D48'52" WEST 660 FEET; THENCE SOUTH 660.00 FEET; THENCE NORTH 89D48'52" WEST 1513.92 FEET; THENCE NORTH TO A POINT NORTH 89D48'52" WEST OF THE POINT OF BEGINNING 2003.7536 FEET; THENCE SOUTH 89D48'52" EAST 2173.92 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 61: (16-017-0013)

A PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND RUNNING THENCE SOUTH ALONG THE SECTION LINE 4007.5072 FEET; THENCE NORTH 89D48'52" WEST 2173.92 FEET; THENCE NORTH 4007.5072 FEET TO A POINT NORTH 89D48'52" WEST OF THE POINT OF BEGINNING; THENCE SOUTH 89D48'52 EAST 2173.92 FEET MORE OR LESS TO THE POINT OF BEGINNING. TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 8644242 IN BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 62: (16-016-0011)

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE NORTH 89D48'52" WEST 1320 FEET; THENCE NORTH ALONG THE WEST SECTION LINE 825.00 FEET TO A POINT NORTH 89D48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89D48'52" EAST 1320.00 FEET MORE OR LESS TO THE POINT OF BEGINNING

TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 8644242 IN BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 63: (16-016-0012)

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE SOUTH 89D48'52" EAST 1320.00 FEET; THENCE NORTH ALONG THE WEST SECTION LINE 825.00 FEET TO A POINT SOUTH 89D48'52" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 89D48'52" WEST 1320.00 FEET MORE OR LESS TO THE POINT OF BEGINNING

TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 8644242 IN BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 64: (16-016-0013)

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT A POINT 1650.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE NORTH 89D48'52" WEST 2640 FEET; THENCE NORTH ALONG THE WEST SECTION LINE 825.00 FEET TO A POINT NORTH 89D48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89D48'52" EAST 2640.00 FEET MORE OR LESS TO THE POINT OF BEGINNING

TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 8644242 IN BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 65: (16-017-0014)

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT SOUTH ALONG THE SECTION LINE 2687.5072 FEET FROM THE NORTHEAST CORNER OF SECTION 32, AND RUNNING THENCE SOUTH ALONG SAID SECTION LINE 2003.7536 FEET; THENCE NORTH 89D48'52" WEST 2173.92 FEET; THENCE NORTH TO 2003.7536 FEET TO A POINT NORTH 89D48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89D48'52" EAST 2173.92 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAY INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 8644242 IN BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 66: (16-016-0014)

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT A POINT 2475.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE NORTH 89D48'52" WEST 880.00 FEET; THENCE NORTH 825.00 FEET TO A POINT NORTH 89D48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89D48'52" EAST 880.00 FEET MORE OR LESS TO THE POINT OF BEGINNING

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

Parcel 67: (16-016-0009)

PART OF THE SOUTHWEST QUARTER OF SECTION 33 TOWNSHIP 8 NORTH RANGE 2 EAST AND PART OF THE NORTHWEST QUARTER OF SECTION 4 TOWNSHIP 7 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 1650.00 FEET; THENCE NORTH 89D48'52" WEST 2640.00 FEET TO THE SECTION LINE; THENCE NORTH ALONG THE WEST SECTION LINE 1650.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 89D48'52" EAST 2640.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN U.S. SURVEY. BEGINNING AT A POINT 2475.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE
(CONTINUED)

SC
SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE NORTH 89D48'52" WEST 880.00 FEET; THENCE NORTH 825.00 FEET TO A POINT NORTH 89D48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89D48'52" EAST 880.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

Parcel 68: no tax id assigned as of the effective date. Out of 16-001-0005
PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 4950 FEET SOUTH AND 1556.22 WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE WEST 1083.78 FEET THENCE SOUTH 461.0144 FEET, MORE OR LESS TO A POINT 131.0144 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE EAST 1083.78 FEET TO A POINT 1556.22 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 461.0144 FEET MORE OR LESS TO THE POINT OF BEGINNING. TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

(d) revenues, accounts, receivables, and contract rights resulting from assessments of Mortgagor's shareholders or resulting from or relating to the delivery or sale of water by Mortgagor or resulting from the sale or other disposal of any of the above described property, including the proceeds of any insurance covering the same;

(All of the above described property, rights and interests being hereinafter called the "Mortgaged Property.")

TO HAVE AND TO HOLD the Mortgaged Property unto the District, its successors and assigns forever, to secure all payments due under the portion of that certain Water Purchase Contract entered into the 2nd day of December, 2005, between the District and Western America Holding LLC, including all penalties, late payments and other fees or assessments included therein, and the covenants and obligations of Mortgagor contained in this Mortgage (hereinafter collectively called the "Obligations").

AS ADDITIONAL SECURITY, Mortgagor hereby assigns to the District, during the continuance of this Mortgage, all assessments, proceeds, rents, issues, royalties, and profits of the Mortgaged Property. Until Mortgagor shall default in the payment or performance of any Obligation secured hereby, Mortgagor shall have the right to collect all such assessments, proceeds rents, issues, royalties, and profits earned prior to default as they become due and payable. If Mortgagor shall default as aforesaid, Mortgagor's right to collect any of such moneys shall cease and the District shall have the right, with or without taking possession of the Mortgaged Property, to collect all assessments, rents, royalties, issues, and profits. The District at its option shall have the right to assess any additional costs for such collection. Failure or discontinuance of the District as any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by the District of the right, power, and authority to collect the same.

IN CONSIDERATION of the premises and Obligations hereby secured, Mortgagor hereby covenants and agrees as follows:

ARTICLE I

Representations and Warranties

Mortgagor represents and warrants that:

1. Mortgagor is the lawful owner of the Mortgaged Property, free and clear from prior liens or encumbrances that could have a material adverse effect on the District's security interest in the Mortgaged Property;

2. Mortgagor has full right and authority to grant this Mortgage and to perform the covenants and conditions of this Mortgage, and a certified copy of a resolution authorizing the execution hereof is attached hereto as Exhibit C.

3. Mortgagor will warrant and defend the Mortgaged Property unto the District and its successors and assigns, against every person whomsoever lawfully claiming the same or any part thereof.

4. Mortgagor will warrant they are not subject to the jurisdiction of the Public Service Commission under Title 54.

ARTICLE II
Covenants

Mortgagor covenants and agrees as follows:

1. To pay all Obligations secured hereby, promptly when due whether under any agreement contained herein, extension hereof, or otherwise.

2. To promptly pay when due all taxes, assessments, and governmental charges or levies, imposed upon or attributable to the Mortgaged Property except such taxes as are being contested in good faith by appropriate proceedings diligently prosecuted.

3. To keep the Mortgaged Property in good repair and not commit waste or permit impairment or deterioration of the Subject Property.

4. To promptly pay or cause to be paid all laborers or materialmen for labor and material furnished in connection with the operation, development or maintenance of the Mortgaged Property.

5. To execute and deliver such other and further instruments and do such other and further acts as in the discretion of the District may be necessary or desirable to carry out more effectively the purposes of this Mortgage, including, without limiting the generality of the foregoing, prompt correction of any defect which may be hereafter discovered in the title to the

Mortgaged Property which may have a material adverse effect on the District's security, or in the execution and acknowledgment of this Mortgage or any instrument creating, evidencing or connected with the Obligations secured hereby.

6. To keep the Mortgaged Property insured, with standard insurance companies, against loss or damage by fire and other casualties and risks of the kinds and in the amounts generally carried by similar companies engaged in similar undertakings and to carry such public liability and other insurance coverage as similar companies maintain for their operations.

7. To keep Mortgagor in compliance with all rules and regulations of all applicable governmental entities, including but not limited to water quality testing, monitoring and source protection, complying with all necessary conditions of any exchange applications related to the contract.

ARTICLE III

Events of Default and Remedies of District

1. In the event of (1) default in the payment, when due, of any payment required by the Contract; or (2) the failure by Mortgagor to cure a default in the performance or observation of any covenant or agreement contained in this instrument within 30 days after the notice of the default by the District; then and in any such event the District shall thereupon have any or all of the following remedies, to-wit:

(a) The District may institute suit of foreclosure of the lien of this indenture in any court or courts having jurisdiction. In any such suit the District may, at its option, apply for and be entitled, as a matter of right, to the appointment of a receiver to take possession and control of, operate, maintain, and preserve the Mortgaged Property or any part thereof to the extent that Mortgagor could have so controlled or operated the facilities for application upon the indebtedness and other sums then due the District hereunder until the costs are fully paid, and said receiver may be authorized to sell and dispose of all or any part of said property under orders of the court appointing him as such.

(b) The District shall have all rights and remedies granted by law, and particularly by the Uniform Commercial Code, including, but not limited to, the right to take possession of all personal property constituting a part of the Mortgaged Property,

and for that purpose the District may enter upon any premises on which any or all of such personal property is situated and take possession of and operate such personal property (or any portion thereof) or remove it therefrom. The District may require the Mortgagor to assemble such personal property and make it available to the District at a place to be designated by the District which is reasonably convenient to all parties. Unless such personal property is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, the District will give the Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of such personal property is to be made. This requirement of sending reasonable notice will be met if the notice is mailed by first-class mail, postage prepaid, to the Mortgagor at its address shown above at least five (5) days before the time of the sale or disposition.

(c) The District may at any time either in person, by agent, or by a receiver to be appointed by a court (Mortgagor hereby consenting to the appointment of the District as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect the assessments, proceeds, rents, issues, and profits herein assigned to the District, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any of the Obligations, and in such order as it may determine.

2. In case of foreclosure, or the undertaking to exercise any other remedy hereunder, Mortgagor hereby agrees to pay all costs of the same, including reasonable attorney's fees, which shall become a part of the indebtedness secured hereby, the District may continue to receive the proceeds of assessments herein assigned or other proceeds from the Mortgaged Property and apply the entire proceeds to the Obligations secured hereby, including interests and penalties until the same are fully paid. The District is authorized to receive such proceeds and to apply the same first to the expense of collection and/or sale, including reasonable attorneys' fees; second to payment of the amount due on the Obligations secured hereby; third the balance, if any, to Mortgagor.

3. Nothing herein contained shall be construed as limiting the District to the collection of any Obligation of Mortgagor to the District only out of the income, revenue, rents, issues and profits from Mortgaged Property (it being expressly understood that such indebtedness shall constitute an absolute,

unconditional obligation to pay the amounts therein specified in the Contract at the due dates.

4. Should Mortgagor fail to pay or cause to be paid as provided, any of the items mentioned in paragraphs 2 to 6 of Article II above, inclusive, or fail to do or cause to be done as provided any of the other things contemplated in said paragraphs, then and in that event, the District although not under any duty or obligation to anyone to do so, may at its option and without notice to Mortgagor in either its own name or that of Mortgagor pay or cause to be paid any such items which may not have been paid, in whole or in part, and do or cause to be done, in any manner and to any extent deemed by it to be expedient or advisable, any such other things which may have been left wholly or partially undone, and all advances, outlays, costs, and expenses made or incurred by District in every such event, including all reasonable attorneys' fees incurred or paid in connection therewith, shall be secured hereby and shall be paid by Mortgagor to District upon demand. The making of any such payment or the doing of any such thing by District or causing the same to be made or done either wholly or partially, shall never impose upon District any duty or obligation to continue to proceed with any such thing or to do the same thing again and shall not be deemed to relieve Mortgagor from the observance or performance of any covenant, warranty, or agreement contained herein or to constitute a waiver of default hereunder or to resort to any of its rights or remedies hereunder and any provision hereof to the contrary notwithstanding District may, in such manner as it may elect, from time to time reimburse itself out of funds collected or received by it hereunder or under any other instrument executed simultaneously herewith, pursuant hereto or in the extension hereof, for any and all outlays and expenditures so made. In no event shall the District be or become liable to anyone for any loss or damage resulting from its exercise of any right, privilege or power conferred upon it by this indenture or any such other instrument or from its attempt or failure to exercise the same, excepting only such loss or damage as may result from its gross negligence or willful misconduct. In no event shall the District be liable for any prior actions of the Mortgagor.

5. No remedy hereby conferred upon or reserved unto the District is intended to be exclusive of any other remedy or remedies, but every such remedy shall be cumulative and in addition to all other remedies now or hereafter existing at law or equity. Any of said remedies may be exercised without any requirement that other or additional remedies against other security shall be first exhausted. The District shall never be required to foreclose in one action the lien hereof and other liens, if any, upon other security from the indebtedness and other sums secured hereby, but

may maintain separate actions upon any such liens without prejudice to any right secured by this or any other liens it may have. The District may resort to any other lien, security, or collateral in such order as it may deem expedient and the Mortgagor and all others now or hereafter bound hereby or obligated on any indebtedness or other sum hereby secured, expressly waives all right of marshalling.

ARTICLE IV

Miscellaneous

1. This instrument shall be construed both as a mortgage covering real property herein described to the extent of Mortgagor's interest and as a chattel mortgage and/or security instrument upon the personal property herein described to the extent of Mortgagor's interest therein. All terms, conditions, covenants, warranties, and agreements contained herein shall be binding upon the personal representatives, successors, and assigns of the Mortgagor and shall be deemed and construed to be covenants running with the estate or interest in the land as herein conveyed and all thereof shall likewise inure to the benefit of the District, its successors and assigns. The invalidity of any provision or provisions hereof shall not in any way affect the remainder of this indenture. This instrument shall be deemed and may be enforced from time to time as a real estate mortgage, chattel mortgage, security instrument or assignment of proceeds or as one or more thereof.

2. The District may, from time to time, release any of the Mortgaged Property from the lien hereof and may likewise release or surrender any other security then held by it as security for the payment of the Obligations secured hereby, and any such release or surrender may be given or made without notice to or the consent of any person having an interest in or lien upon the remaining property hereby mortgaged or anyone else bound hereby, and without affecting either the personal liability or any person for the payment of any such Obligations or other sum or the lien of this indenture upon the remainder of the Mortgaged Property for the full amount of every such indebtedness and other sum.

3. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the Mortgagor shall be in writing and may be given by mailing such notice by registered or certified mail, return receipt requested, addressed to Mortgagor at the address first herein above set forth or at such other address as Mortgagor may designate by written

notice to the District as provided herein. Any notice, request, demand or other instrument which may be required or permitted to be given or served upon the District shall be in writing and may be given by mailing such notice by registered or certified mail, return receipt requested, addressed to the District at the address first herein above set forth or at such other address as the District may designate by written notice to Mortgagor as provided herein.

4. This Mortgage is binding upon Mortgagor and Mortgagor's successors and assigns, and shall inure to the benefit of the District, its successors and assigns, and the provisions hereof shall be covenants running with the land.

IN WITNESS WHEREOF, the undersigned Mortgagor has caused these presents to be executed and delivered on the day and year first above written.

ATTEST:

By Craig E. Cox
Title:

Title:

(SEAL)

ACKNOWLEDGEMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 22nd day of December, 2005, personally appeared before me Craig E. Cox, who being by me duly sworn, did say that they are the Managing Member, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said Craig E. Cox acknowledge to me that said corporation

executed the same.
NOTARY PUBLIC
RUTH A. PAVLICIN
111 E. Broadway, 11th Flr.
Salt Lake City, Utah 84111
My Commission Expires
June 20, 2006
STATE OF UTAH

Ruth A. Pavlicin
Notary Public
Residing at: SIC, UT

My Commission Expires:
6-20-06

Exhibit "A"

Parcel 3-B:

Part of Tax I.D. No.: 16-017-0012

PART OF THE SOUTHEAST QUARTER OF SECTION 32 TOWNSHIP 8 NORTH RANGE 2 EAST AND PART OF THE NORTH EAST QUARTER OF SECTION 5 TOWNSHIP 7 NORTH RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT SOUTH 3395.01 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF SECTION 32; RUNNING THENCE NORTH 89D48'52" WEST 660 FEET; THENCE SOUTH 330.00.00 FEET; THENCE SOUTH 89D48'52" EAST 660.00 FEET; THENCE NORTH 330.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE RIGHT OF OTHERS TO THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

EXHIBIT "A"

PARCEL 3-B:

Part of Tax I.D. No.: 16-017-0012

PART OF THE SOUTHEAST QUARTER OF SECTION 32 TOWNSHIP 8 NORTH RANGE 2 EAST AND PART OF THE NORTH EAST QUARTER OF SECTION 5 TOWNSHIP 7 NORTH RANGE 2 EAST SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. BEGINNING AT A POINT SOUTH 3395.01 FEET ALONG THE SECTION LINE FROM THE NORTHEAST CORNER OF THE SOUTHEAST CORNER OF SECTION 32; RUNNING THENCE NORTH 89D48'52" WEST 660 FEET; THENCE SOUTH 330.00.00 FEET; THENCE SOUTH 89D48'52" EAST 660.00 FEET; THENCE NORTH 330.00 TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE RIGHT OF OTHERS TO THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242, BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.