

WHEN RECORDED, MAIL TO:
Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84043

DEED OF CONSERVATION EASEMENT

This DEED OF CONSERVATION EASEMENT ("**Easement**") is entered into by and between BELLE STREET PARTNERS, LLC ("**Grantor**") and EAGLE MOUNTAIN CITY ("**Grantee**") and shall be effective as of the date recorded in the Office of the Utah County Recorder. Grantor and Grantee may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

RECITALS

- A. Grantor is the owner of the real property in Eagle Mountain City, Utah County, State of Utah, more particularly described in Exhibit A, attached hereto (the "**Property**").
- B. A portion of the Property (the "**Easement Property**") facilitates movement, foraging, breeding and dispersal of animals, birds, insects, and reptiles; permits wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another; and has other scenic, ecological and open space values (collectively the "**Conservation Values**"). The Easement Property is more particularly described in Exhibit B, attached hereto.
- C. The approximate location of the Easement Property is shown on the map attached hereto as Exhibit C. The Easement Property does not include the West Canyon Wash Area which area is shown as Parcel A and Parcel B on Exhibit C (the "**Wash Area**"). The Wash Area is to be dedicated to Eagle Mountain City.
- D. Grantor desires and intends that the Conservation Values of the Easement Property be conserved and maintained and intends, by the recording of this Easement, to preserve and protect the Conservation Values of the Easement Property in perpetuity.
- E. Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Conservation Values of the Easement Property.
- F. Grantee is a political subdivision of the State of Utah and is qualified under Section 170(h) of the Internal Revenue Code to receive conservation easements for the purpose of the preservation, protection, or enhancement of land in its natural, scenic, historical, agricultural, forested, ecological and/or open space condition.
- G. Grantee agrees to honor the intentions of Grantor and to preserve and protect in perpetuity the Conservation Values of the Easement Property.

- H. The State of Utah has recognized the importance of both public and private efforts to conserve and protect the state's natural resources by the enactment of the Utah Land Conservation Easement Act (the "Act")(Utah Code Ann. §§ 57-18-1 to 57-18-7).
- I. The Conservation Values of the Easement Property are recognized by the Act and Grantor intends to convey this Easement under the statutory provisions of the Act and other applicable provisions of Utah statutory and common law.
- J. In accordance with Utah Code Ann. § 57-18-4(4), Grantor is aware of the types of conservation easements and the legal effect and has consulted with an attorney with respect to the implications of granting this Easement.
- K. The parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Conservation Values of the Easement Property.

EASEMENT AGREEMENT

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants terms and conditions and restrictions contained herein, which the Parties hereby agree constitute adequate consideration for this agreement, and pursuant to the laws of the State of Utah and in particular Utah Code Ann. § 57-18-1 *et seq.*, Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement. This Easement is made over and across the Easement Property to facilitate movement, foraging, breeding and dispersal of animals, birds, insects, and reptiles; to permit wildlife such as raptors, deer, pronghorn, and other fauna to move from one area of their range to another; and to preserve other scenic, ecological and open space values of the Easement Property.

This easement shall forever bind Grantor and Grantor's successors in ownership and use of the Easement Property as well as Grantee and any qualified successor of Grantee. This easement is granted in perpetuity and any mortgage lien or other encumbrance other than encumbrances of sight or record existing at the time of this instrument's signing, shall be subordinate to the rights and intentions of this Easement and Grantee's ability to enforce the protection of the Conservation Values described herein.

SECTION I - PURPOSE

The purpose of this Easement is to enable the Easement Property to remain forever open protecting in perpetuity its natural and ecological value, its scenic open and undisturbed character, and its wildlife values, preventing any use of the Easement Property that may materially impair or interfere with its Conservation Values.

SECTION II - RIGHTS OF GRANTEE

A. Affirmative Rights of Grantee. Grantor hereby grants the following rights to Grantee, which rights shall be in addition to and not in limitation of, all other rights and remedies available to Grantee:

i. To prevent Grantor or third persons (whether or not claiming by, through, or under Grantor) from conducting any activity on or use of the Easement Property that is inconsistent with maintaining the property predominantly in a natural, scenic, or open condition for wildlife habitat and to require of Grantor or third persons the restoration of such areas or features of the Easement Property that may be damaged by any inconsistent activity or use;

ii. Upon two (2) business days prior notice to Grantor, and without unreasonably interfering with Grantor's use and quiet enjoyment of the Easement Property as restricted by this Easement, to enter upon the Easement Property at reasonable times and in a reasonable manner in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement, provided that in the absence of evidence which gives Grantee a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Grantor), such entry shall not occur more often than four times annually;

iii. To enter onto the Easement Property in the case of an emergency as determined by Grantee, in which event Grantee shall notify Grantor prior to entering onto the Easement Property, if possible, or as soon thereafter as is reasonably practical;

iv. To obtain injunctive and other equitable relief against any violations, including restoration of the Easement Property to the condition that existed prior to any such violation (it being agreed that Grantee will have no adequate remedy at law); and

v. To enforce this Easement in the case of breaches by Grantor or by third persons (whether or not claiming by, through, or under Grantor) by appropriate legal proceedings, after providing Grantor with reasonable notice and a reasonable opportunity to cure.

B. Right of Entry to Certain Third Parties. Grantee's right to entry upon the Easement Property, as outlined in this Section II, shall extend to agents of the Utah Division of Wildlife Resources, the Eagle Mountain Nature and Wildlife Alliance, and any other similar organization who has a vested interest in preserving the Conversation Values of the Easement Property.

SECTION III – EASEMENT PROPERTY USES AND RESTRICTIONS

Use of the Easement Property by the Grantor shall be subject to the following conditions and restrictions.

A. Construction of Structures. No homes, accessory dwellings, or other above-ground structures that require footings or foundations may be constructed on the Easement Property.

B. Limitation on Hard Surfaces, Structures and Storage. In order to maintain open space that is easily traversable by mule deer, not more than a 50% of the total surface area of the Easement Property or more than half of the width of the Easement Property for each subdivided parcel of property may be utilized for the combination of any of the following: parking pad(s); sheds or other enclosures; outbuildings; above-ground structures; pavilions; parking or storage of vehicles, trucks, RVs, boats, trailers, campers or other recreational or commercial vehicles; storage of equipment; storage of construction or commercial materials (except for materials that are being utilized for active construction on the property); skateboard ramps, swimming pools, tennis courts, basketball courts, trampolines or other similar recreational amenities that could block access; and containers or other manmade objects.

C. Storage of Hazardous Materials. No hazardous materials, including, but not limited to, pesticides, herbicides, paints, acids, biohazardous waste, fertilizers, pool chemicals, petroleum products (gas or oil), or batteries may be temporarily or permanently stored on the Easement Property.

D. Mule Deer Migration Season and Nesting Season. Mule deer migration season refers to the time of year the mule deer migrate between their winter and summer ranges and occurs between March 15th and May 15th and December 1st through January 15th annually (together the “**Restricted Seasons**”). The following uses shall not be permitted on the Easement Property during the Restricted Seasons:

- i. Construction of any kind, including the construction of trails and/or fences; or
- ii. Access to the Easement Property by more than four (4) dogs on any subdivided parcel.

E. Fences.

i. Wildlife Impermeable Fencing. Wildlife impermeable fencing is prohibited on the Easement Property or on the sides of the Easement Property that connect to other portions of the Easement Property or open space. Wildlife impermeable fencing is defined as a fence or wall, other than a retaining wall, that prevents various species of wildlife from freely passing through with little or no interference. Except for gates and associated gate support components, a fence or wall that is higher than 8 feet above grade, inclusive of any wire strands placed above a top rail of a fence or wall, is considered impermeable fencing.

ii. Wildlife Permeable Fencing. Wildlife permeable fencing is permitted on the Easement Property. Wildlife permeable fencing refers to a wildlife-friendly fence visible to wildlife, allows wildlife to jump over or crawl under, and provides wildlife access to essential

habitats and travel corridors. Wildlife permeable fencing has the following characteristics: (1) Uses a rail, high-visibility wire, flagging, or other visual markers for the top; (2) Smooth wire or rounded rail for the top and bottom; (3) Height of top rail or wire should be 42 inches or less from grade; (4) At least 12 inches or more between the top two wires; (5) At least 16 inches between the bottom wire or rail and grade; (6) Posts at a minimum of 16-foot intervals; and (7) Gates, dropdowns, removable fence sections, or other passages where animals congregate and cross.

iii. Recorded Covenants, Conditions, and Restrictions (CC&Rs). All fences shall comply with any and all CC&Rs recorded against the Easement Property.

iv. Effective Date. This Section III.E. shall not go into effect until July 1, 2023.

F. Vegetation. Residential landscaping is permitted on the Easement Property. Native vegetation shall be retained and protected wherever possible on non-landscaped portions of the Easement Property. Native, drought-tolerant vegetation is permitted.

G. Underground Utility Construction. The construction of underground utility lines involving installation, maintenance, or repair shall be subject to the following criteria: (1) Trenches of no more than 115 feet in length at the construction area are to be opened at one time; (2) During periods when active construction is not occurring, trenches shall be covered to prevent wildlife access, surrounded by temporary fencing, or include escape ramps; (3) Where consistent with safety and space consideration, excavated material is to be placed on the uphill side of trenches; (4) Trench dewatering devices shall discharge in a manner which will not adversely affect flowing streams, drainage systems, or off-site property; and (5) Disturbed areas are to be replanted with native vegetation to resemble their native state prior to construction.

H. Trails. Nature trails are permitted on the Easement Property and may be open to public use. Such trails shall not be paved and are to be a single-track dirt trail, with an unobstructed width of 15 feet (i.e. no fencing or other impediments within the 15 feet). The construction and placement of the trails shall mitigate as best as possible any negative impact on or restrictions of the needs of wildlife or any deterrence of wildlife from utilizing the area. No motorized vehicles shall be allowed on the trail and signs shall be posted to notify trail users of this restriction.

I. Hillside Development and Sensitive Areas.

i. No construction, development or earthwork may occur on land within 50' of Parcel B on the Deer Haven recorded plat or storm drain retention/detention areas.

ii. No person shall grade, level or improve in any manner any parcel of land which crosses Parcel B on the Deer Haven recorded plat before submitting a stream alteration permit to the City Engineer and the State of Utah.

iii. No development, excavating, grading or leveling of Easement Property is allowed on land exceeding 25 percent grade.

J. Lighting Pollution. In addition to compliance with Eagle Mountain City Code Outdoor Lighting Standards, the following standard shall apply:

i. Outdoor lighting should use lighting that does not affect wildlife or attract insects by limiting the color temperature and brightness:

ii. The color temperature of lighting should not exceed 3,000 Kelvin.

iii. The light output of individual fixtures should not exceed 850 lumens.

iv. Lighting for outdoor recreational facilities shouldn't be mounted any higher than 15 feet above the ground.

K. Livestock. To ensure the continued use of the migratory deer path and to avoid overgrazing of the Easement Property, the following limitations on livestock within the Easement Property apply:

Animal	Max. Number Allowed on Lots			Available Fenced Area per Animal	Setback from Residence or Other Periodically Inhabited Building	Minimum Lot Size
	½ to 1 Acre	1 to 3 Acres	More than 3 Acres			
Horse/Mule	0	4	12	22,000 s.f. per 1-4 Animals	50	1 Acre
Buffalo	0	2	6	22,000 s.f. per 1-4 Animals	150	1 Acre
Cattle	2	4	12	2,500 s.f.	50	½ Acre
Donkey	2	4	12	2,500 s.f.	50	½ Acre
Llama	2	4	12	2,500 s.f.	50	½ Acre
Emu/Ostrich	4	8	16	500 s.f.	50	½ Acre
Sheep/Goat	4	8	16	500 s.f.	50	½ Acre
Pig (all kinds)	2	4	8	500 s.f.	150	½ Acre

SECTION IV - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. If Grantee becomes aware of a violation or potential violation of any restriction contained in this Easement, or becomes aware of any damage or potential damage to the Conservation Values associated with the Easement Property, whether precipitated by Grantor or by a third party, Grantee shall notify Grantor in writing of

such violation, potential violation, damage or potential damage. Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity which potentially or actually violates the terms or intent of this Easement. Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Easement Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, Grantee may undertake appropriate action, including legal action, to effect such corrections. The cost of such corrections, including Grantee's expenses, court costs, and attorney's fees, shall be paid by Grantor. In the event Grantor is found not in violation of this Easement, then Grantor's attorney's fees shall be paid by Grantee.

B. Force Majeure. Grantee will not be entitled to bring an action against Grantor for undertaking any prudent activity in a bona fide emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Easement Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify Grantee of any injury to the Easement Property caused by such events or the efforts to prevent, abate, or mitigated any damage caused by such events.

C. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement, Grantee shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Easement Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and/or taking such other action as Grantee deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against Grantee in an effort to seek injunctive relief or restoration and Grantor is held not to be in violation of this Easement, Grantee shall pay Grantor's costs of litigation, including reasonable attorney's fees.

D. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. Grantee is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

E. Cumulative Remedies. Grantee's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by Grantee if there is an actual or threatened violation of this Easement.

SECTION V – COSTS, TAXES and FEES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Easement Property, including responsibility for the control of noxious weeds in accordance with all applicable

Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority.

SECTION VI - INDEMNITY

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Easement Property, and agrees to indemnify Grantee and its successors and assigns against all claims and obligations arising from the operation, upkeep, and maintenance of the Easement Property except liability for personal injury or property damage caused solely by the negligence or intentional conduct of the Grantee.

SECTION VII - ASSIGNMENT OF EASEMENT

Grantee may transfer or assign its interest in this Easement and the Easement Property. Provided, however, Grantee may not transfer or assign its interest except to a "qualified organization" (within the meaning of Section 170(h)(3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4) (a) of said Code. Any such qualified organization shall agree to enforce the conservation purposes protected by this Easement.

SECTION VIII - SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

Grantor and Grantee agree that the conveyance of this Easement creates an Easement Property right immediately vested in Grantee. Grantee's property right in this Easement shall be based on the condition and improvements on the Easement Property at the time the Easement is established, and this condition shall be documented as referred to in Section VIII, above. For purposes of this Section, the property right shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Easement Property as a whole at the time of its creation. That proportionate value of Grantee's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(l) or any subsequent revision to that section of the IRS Code, or extinguishment of a portion of Grantee's rights under this Easement, Grantee on a subsequent sale, exchange, conveyance, or involuntary conversion of the Easement Property or a portion of the Easement Property shall be entitled to a portion of the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of Grantee's property rights shall follow Treasury Regulation Section 1.170.

Whenever all or part of the Easement Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor shall and Grantee may join in appropriate actions to recover the full value of the Easement Property taken and

all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or Grantee in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and Grantee in proportion to their interest in the Easement Property, as provided in the first paragraph of this Section.

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Easement Property (including any leasehold interest) is conveyed. Grantor agrees to provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Easement Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION IX – AMENDMENTS

Limitation on Amendment. If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee may by mutual written agreement jointly amend this Easement; provided that no amendment shall be made that will adversely affect the qualification of this Easement or the status of Grantee under any applicable laws, including Sections 170(h) and 501(c)(3) of the Internal Revenue Code and the laws of the State of Utah. Any such amendment shall be consistent with the purpose of this Easement, shall not affect its perpetual duration, and shall not permit any impairment of the significant Conservation Values of the Easement Property. Any such amendment shall be filed in the Office of the Utah County Recorder.

SECTION X - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Failure by either Party to exercise its rights under this Easement in the event of any breach shall not be deemed or construed to be a waiver of the Party's rights hereunder as to that breach or any subsequent breach.

C. "Grantor" and "Grantee". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include the above-named Grantor, and its successors and assigns. The term "Grantee", as used in this Easement and any pronouns used in place thereof shall mean the above-named Grantee, and its successors and assigns.

D. Subdivision of the Easement Area. The Easement Area may, upon mutual agreement of the Parties, be subdivided into separate parcels of land, or may be included in larger separate parcels of land. Any subdivision or re-platting of the Easement Area shall in no way affect the enforceability of this Easement and this Easement shall apply to all subdivided or re-platted parcels that comprise the Easement Area.

E. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

F. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Conservation Values of the Easement Property, and in accordance with the Act. The Parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting Party shall be employed in interpreting this Easement.

G. Successors. This Easement is binding upon and will inure to the benefit of Grantor's and Grantee's heirs, successors in interest and assigns. All subsequent owners of the Easement Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

J. Compliance With Law. All uses and practices permitted by this Easement, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date this Easement is recorded in the Office of the Utah County Recorder.

L. Merger. The Parties intend that this Easement will not merge. It being the intent of the Parties that the Easement never be extinguished but remain in full force enjoining Grantee or its successor in interest to perpetually comply with its terms and conditions, regardless of who holds title to the underlying fee interest.

M. Change of Conditions. The fact that any use of the Easement Property expressly prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the public's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes are not to be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or

the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

N. Superiority of Easement. Any mortgage, trust deed, lien, judgment, or other financial interest executed or entered against the Easement Property hereafter shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise compromise the Conservation Values protected thereby.

O. Notification. Any notice, demand, requests, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid addressed as follows:


To Grantor: Belle Street Partners, LLC
3688 E Campus Drive, Ste 100
Eagle Mountain, UT 84005

To Grantee: Eagle Mountain City
1650 E Stagecoach Run
Eagle Mountain, UT 84043

Or to such other address as any of the above parties from time to time shall designate by written notice to the others.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement agreement as of this 23 day of January, 2022. 23

GRANTOR
BELLE STREET PARTNERS, LLC
a Utah limited liability company

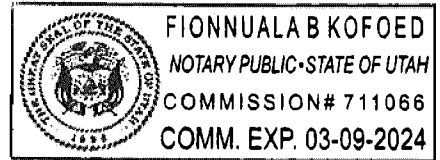

By: SCOTT HAZARD

Its: MANAGER

STATE OF UTAH)
) ss.
COUNTY OF Utah)

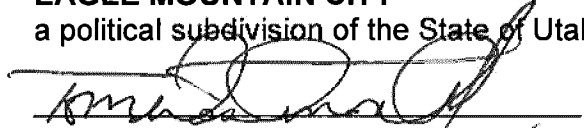
On the 23 day of January 2022³, personally appeared before me Scott Hazard, who by me being duly sworn, did say that he/she is a representative of Belle Street Partners, LLC, and that he/she is authorized to execute this Easement.

Fionnuala B. Kofoed
Notary Public



IN WITNESS WHEREOF, the Grantee has executed this Conservation Easement agreement as of this 24 day of March, 2022.³

GRANTEE
EAGLE MOUNTAIN CITY
a political subdivision of the State of Utah

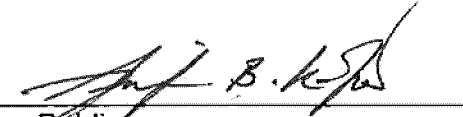


By: Tom Westmoreland

Its: Mayor

STATE OF UTAH)
) ss.
COUNTY OF Utah)

On the 24 day of March 2022,³ personally appeared before me Tom Westmoreland, who by me being duly sworn, did say that he/she is a representative of Eagle Mountain City and that he/she is authorized to execute this Easement.


Notary Public

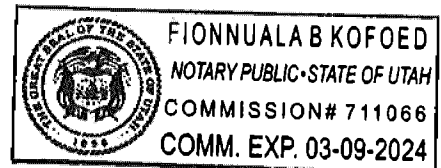


Exhibit A
Property Description

All of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point, said point being the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence N89°15'15"W 1,333.65 feet along the Section line to the 1/16 Section line; thence N00°46'25"E 1,302.25 feet along the 1/16 Section line; thence S88°56'19"E 1,334.26 feet along the 1/16 Section line to a point on the Section line; thence S00°48'00"W 1,294.91 feet along the Section line to the point of beginning.

Contains: 1,732,236 square feet or 39.77 acres+/-

Parcel Number: 58:047:0017

Exhibit B
Easement Property Description

Easement Property South of Wash Area:

A part of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point, said point being the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence N89°15'15"W 330.00 feet along the Section line; thence N00°48'00"E 1,100.50 feet; thence S58°06'29"W 550.24 feet; thence along the arc of a curve to the right with a radius of 430.00 feet a distance of 472.99 feet through a central angle of 63°01'28" Chord: S89°37'14"W 449.51 feet; thence N58°52'02"W 106.07 feet to a point on the 1/16 Section line; thence N00°46'25"E 125.35 feet along the 1/16 Section line; thence S74°57'38"E 399.64 feet; thence N48°36'42"E 629.48 feet to a point on the 1/16 Section line; thence S88°56'19"E 480.33 feet along the 1/16 Section line to a point on the Section line; thence S00°48'00"W 1,294.91 feet along the Section line to the point of beginning.

Contains: 631,355 square feet or 14.49 acres+/-

And

Easement Property North of Wash Area:

A part of the SE1/4 of the SE1/4 of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian, located in Eagle Mountain City, Utah, being more particularly described as follows:

Beginning at a point N00°48'00"E 1,294.91 feet along the Section line and N88°56'19"W 554.41 feet from the Southeast Corner of Section 24, Township 5 South, Range 2 West, Salt Lake Base & Meridian; thence S48°36'42"W 547.99 feet; thence N74°57'38"W 385.52 feet to a point on the 1/16 Section line; thence N00°46'25"E 205.51 feet along the 1/16 Section line; thence S58°52'02"E 299.37 feet; thence along the arc of a curve to the left with a radius of 100.00 feet a distance of 110.00 feet through a central angle of 63°01'28" Chord: N89°37'14"E 104.54 feet; thence N58°06'29"E 401.90 feet to a point on the 1/16 Section line; thence S88°56'19"E 78.67 feet along the 1/4 Section line to the point of beginning.

Contains: 97,129 square feet or 2.23 acres+/-

Exhibit C
Easement Property Map

