

When Recorded Mail to:
STRAWBERRY WATER USERS ASSOCIATION
P.O. BOX 70
PAYSON, UTAH 84651



ENT 70825:2011 PG 1 of 12
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Oct 05 3:35 pm FEE 0.00 BY SS
RECORDED FOR SPANISH FORK CITY CORPORATI

Name: Legacy Farms at Spanish Fork, LLC and Legacy Group Investments, LLC
Tax I.D. No(s): 27:012:0025; 27:0012:0028; 27:011:0049; 27:011:0050; 27:006:0021; 27:012:0023;
27:006:0022; 27:005:0057; 27:006:0056; 27:005:0052; 27:005:0053

SWUA Account No: 14781/SW

Water Serial #(s): 1653.010, 1551.018, 1505.010, 1505.011, 1505.012, 1525.002, 1527.002,
1527.003, 1528.004, 1528.005, 1551.001, 1551.015, 1551.017, 1551.020, 1551.021, 1551.024,
1551.026, 1554.004, 1554.013, 1554.014, 1554.016, 1558.017, 1558.018, 1558.020, 1586.002,
1586.004, 1593.069, 1593.072, 1595.056, 1619.035, 1628.009, 1628.011, 1653.004, 1653.006,
1653.008, 1671.029, 1686.001, 1686.002, 1751.003, 1766.000, 1794.057, 1846.057

**WATER DEDICATION AGREEMENT
AMONG
STRAWBERRY WATER USERS ASSOCIATION,
EAST BENCH IRRIGATION COMPANY,
THE CITY OF SPANISH FORK, LEGACY FARMS AT SPANISH FORK, LLC., AND
LEGACY GROUP INVESTMENTS, LLC.**

LANDOWNER WARRANTIES AND REPRESENTATIONS

Legacy Farms at Spanish Fork, LLC and Legacy Group Investments, LLC (Landowner), residing in Utah, represents and warrants that Landowner holds, subject to encumbrances of record, all right, title and interest in and to the following land in Utah County, Utah (Subject Land):

SEE ATTACHED EXHIBIT "A".

Landowner warrants that no other person or entity claims any right, title or interest in or to the Subject Land, except encumbrances of record.

Landowner represents and warrants that appurtenant to the Subject Land are 415.68 shares of Strawberry Water Users Association (Association) Class S stock, Water Serial Numbers: 1653.010, 1551.018, 1505.010, 1505.011, 1505.012, 1525.002, 1527.002, 1527.003, 1528.004, 1528.005, 1551.001, 1551.015, 1551.017, 1551.020, 1551.021, 1551.024, 1551.026, 1554.004, 1554.013, 1554.014, 1554.016, 1558.017, 1558.018, 1558.020, 1586.002, 1586.004, 1593.069, 1593.072, 1595.056, 1619.035, 1628.009, 1628.011, 1653.004, 1653.006, 1653.008, 1671.029, 1686.001, 1686.002, 1751.003, 1766.000, 1794.057, 1846.057 (Subject Association Shares), and Water Right Application recorded on the 3 day of Jan, 19 16 as Entry Number 120, Book 161 and Page 96 in the books and records of the Utah County Recorder (Subject Water Right Application). Landowner represents and warrants that the Subject Association Shares and Subject Water Right Application are in good standing.

Landowner represents and warrants that Subject Association Shares are delivered at the head of the East Bench Irrigation Company (Company) canal per the Subject Water Right Application. Landowner represents and warrants that Landowner holds all right, title and interest in and to the Subject Association Shares and Subject Water Right Application, and that no other person or entity claims any right, title or interest in or to the Subject Water Right Application and Subject Association Shares.

Landowner warrants and represents that together the Subject Water Right Application and Subject Association Shares entitle Landowner to use Strawberry Valley Project (SVP) water for the Subject Land, in a manner consistent with Association Articles of Incorporation, Bylaws, policies and contracts, and Company Articles of Incorporation, Bylaws, policies and contracts, and applicable state and federal law. The Association and the Company have agreed to act reasonably to cooperate with the performance of this Agreement to the extent of dealing with the City regarding voting of shares, assessments, notices, delivery of the SVP water and transfers, as described in this Agreement. The Association and the Company are not obligated to incur costs beyond those they would respectively incur for their respective shareholders generally in this regard, and in particular, they are not obligated to incur attorney's fees or court costs. The Association and Company make no warranties or representations as to the effectiveness of this Agreement.

AGREEMENT TERMS

In consideration of the mutual covenants contained in the Agreement, the parties agree as follows:

1. **All Shares and the Subject Water Right Application to Remain Appurtenant to Subject Land.**
 - a. **Appurtenance and Future Owners of Subject Land -**

Except as expressly described in this Agreement, the Subject Water Right Application and Subject Association Shares will remain appurtenant to the Subject Land for the benefit of the future owners and users of the Subject Land. In particular, except as expressly described in this Agreement, the right to call on and beneficially use SVP water on the Subject Land, as described in the Subject Water Right Application and Subject Association Shares will remain appurtenant to the Subject Land.
 - b. **Right to Transfer SVP Water**

Landowner acknowledges that, before entering into this Water Dedication Agreement, he/she understands that he/she had the right to pursue a transfer of all or part of his/her SVP water to other SVP lands in accordance with applicable State law, Reclamation law, policy and contracts, Association Articles, Bylaws, policy and contracts and Company Articles, Bylaws, policy and contracts. Landowner hereby waives and forsakes in perpetuity any such right to transfer the subject SVP water.

- c. **Right and Waiver of Right to Transfer Excess SVP Water**
Landowner acknowledges that development of his/her lands may create water in excess of that amount needed to meet the City's water supply requirement. Upon entering into this Water Dedication Agreement, the Landowner waives and forsakes any present or future right to initiate the transfer of the Subject Association Shares to other lands; to avoid application of SVP water in excess of the City's water supply requirement, the Landowner may transfer the excess water to other SVP Lands consistent with applicable State law, Reclamation law and policy, Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy and contracts. Such transfer of excess water by the Landowner should be approved by the Bureau of Reclamation and Association and Company prior to Landowner executing this Agreement.
 - d. **Right to Seek Approval for SVP Water on Subject Lands**
The City shall have any and all rights of the Landowner to seek any necessary approvals to use the SVP water available to the Subject Association Shares and Subject Water Right Application for indoor uses on the Subject Lands, without further approval of, or compensation to Landowner. All of this shall be done in accordance with applicable State law, Reclamation law and policy, and Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy, and contracts.
 - e. **Right to Seek Approval for Water Exchanges**
The City shall have the right to seek any necessary approvals to use water from sources other than the SVP to provide for the needs of owners and users of the Subject Land, and use the SVP water available to the Subject Association Shares and Subject Water Right Application on other lands by exchange including the transfer of some or all of the Subject Shares to other Company service areas within the SVP with the approval of the Company, the Association and Reclamation but without further approval or compensation to the Landowner. All of this shall be done in accordance with applicable State law, Reclamation law and policy, and Association Articles, Bylaws, policy, and contracts, and Company Articles, Bylaws, policy, and contracts.
2. **Perpetual Right to Vote Association Shares.** Landowner grants to East Bench Irrigation Company any and all of Landowner's rights to vote the Subject Association Shares on all matters that come before Association Class S shareholders for a vote.
 3. **Perpetual Right to Receive and Pay Assessments, Receive Notice, Delivery, and Charge Usual City Rates.**
 - a. Landowner grants and assigns to the City any and all of Landowner's rights and

obligations to receive and pay all Association and other assessments or charges under the Subject Association Shares and Subject Water Right Application.

- b. Landowner grants to the City any and all of Landowner's rights to receive notice relating to the Subject Association Shares and Subject Water Right Application.
- c. Landowner grants to City any and all of Landowner's rights to receive delivery of the SVP water available under the Subject Water Right Application, Subject Association Shares, and Company Articles, Bylaws, policy, and contracts.
- d. Landowner agrees the City may assess such development, operation, maintenance, repair or replacement charges or assessments as determined by the City to be fair and reasonable, not to exceed city rates charged to other city customers who have not dedicated SVP water, applicable for the same uses and quantities.
- e. City agrees to pay reasonable fees to cover estimated actual direct and indirect administrative costs reasonably incurred by Association and Company in reviewing, approving administering and performing this Agreement.
- f. City agrees to resolve any and all delinquencies associated with Subject Association Shares.

4. **City's Obligations**

- a. Landowner has applied to City for approval to dedicate his/her Subject Shares appurtenant to the Landowner's property, described as: SEE ATTACHED EXHIBIT A ("Subject Property").
- b. City agrees to accept the dedication of the Subject Shares.
- c. City agrees to use the Subject Shares to serve the needs of the Subject Property as described in this Agreement.

5. **Indemnification.** The Landowner agrees to indemnify and hold harmless the City and its elected officials, officers, employees and contractors; Association and its directors, officers, employees and contractors; and the Company and its directors, officers, employees and contractors for all damages, costs, or liabilities resulting from suits, actions, or claims of any character brought relating to the terms of this Agreement. The Landowner does not agree to indemnify or hold harmless for any damages based upon any intentional or malicious actions committed by the City and its elected officials, officers, employees and contractors;

Association and its directors, officers, employees and contractors; and the Company and its directors, officers, employees and contractors.

- 6. **Sub-Contracting of Delivery.** The City agrees to deliver the SVP water through its secondary irrigation system, on behalf of the Company, to the Subject Land.

- 7. **Binding Upon Successors and Assigns.** Each individual signing this Agreement hereby warrants on behalf of themselves and the Party for which they sign, that their respective Party has authorized the individuals to execute this Agreement through appropriate board action, and that the Parties and their successors and assigns are bound hereby. All obligations of Landowner under this Agreement shall run with the Subject Land.

IN WITNESS WHEREOF, the Parties have executed this Agreement on this 13 day of April, 2011.

LANDOWNER

LEGACY FARMS AT SPANISH FORK LLC

By: AJ Hutchings MGR

And LEGACY GROUP INVESTMENTS LLC

By: RK [Signature], MANAGER

STRAWBERRY WATER USERS ASSOCIATION

By: Calvin Crandall
Calvin Crandall, President

EAST BENCH IRRIGATION COMPANY

By: Fred Vincent
Fred Vincent, President

SPANISH FORK CITY CORPORATION

By: *G. Wayne Andersen*
G. Wayne Andersen, Mayor

Attest and Countersign:

Kent R. Clark
Kent Clark, City Recorder



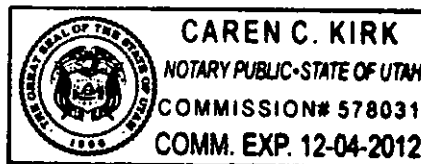
Concurrence:

By: *Christa Puley*
Area Manager, Provo Area Office
Bureau of Reclamation

Concurrence Approved:

By: *1st Chair Rick*
Office of the Regional Solicitor
Department of the Interior

STATE OF UTAH)
)
:SS.
COUNTY OF UTAH)

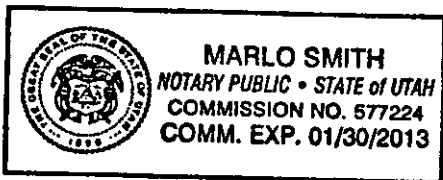


On the 26 day of July, 2011, personally appeared before me, Calvin Crandall, President of Strawberry Water Users Association, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Strawberry Water Users Association, and that he executed the same on behalf of Strawberry Water Users Association.

Caren C. Kirk
NOTARY PUBLIC

STATE OF UTAH)
)
:SS.
COUNTY OF UTAH)

On the 22 day of June, 2011, personally appeared before me, Fred Vincent, President of East Bench Irrigation Company, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of East Bench Irrigation Company, and that he executed the same on behalf of East Bench Irrigation Company.



Marlo Smith
NOTARY PUBLIC

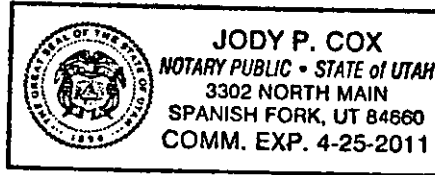
STATE OF UTAH)
)
:SS.
COUNTY OF UTAH)

On the 19th day of April, 2011, personally appeared before me, G. Wayne Andersen, Mayor of Spanish Fork City, and acknowledged that he has been duly authorized to execute the foregoing Water Dedication Agreement Regarding Strawberry Water Users Association Shares on behalf of Spanish Fork City, and that he executed the same on behalf of Spanish Fork City.



Angie Warner
NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)



On the 8th day of April, 2011, personally appeared before me Quane F. Hitchings, the Landowner(s) in the foregoing Agreement, and acknowledges that he/she executed the same for the purposes stated therein.

Jody P. Cox
NOTARY PUBLIC

STATE OF UTAH)
 :ss.
COUNTY OF UTAH)

On the 13 day of April, 2011, personally appeared before me Rick Salisbury, the Landowner(s) in the foregoing Agreement, and acknowledges that he/she executed the same for the purposes stated therein.

Leona Beran
NOTARY PUBLIC



EXHIBIT "A"**PARCEL "A"****(PARCEL NO. 27:012:0025)**

A portion of that Real Property described in Deeds Entry No. 132761:2009 & 28615:2010 of the Official Records of Utah County, located in the SE1/4 of Section 17, and the SW1/4 of Section 16, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N89°19'06"E along the Section line 355.24 feet and North 835.17 feet from the Southwest Corner of Section 16, T8S, R3E, S.L.B & M.; thence N45°45'01"W 626.35 feet; thence S44°14'59"W 178.83 feet; thence S59°13'42"W 78.57 feet; thence S67°08'41"W 78.18 feet; thence S75°05'18"W 78.57 feet; thence West 372.92 feet; thence North 130.00 feet; thence East 106.00 feet; thence North 145.92 feet; thence N89°42'00"E 298.35 feet; thence N0°16'09"W 647.01 feet; thence East 103.04 feet; thence North 16.49 feet; thence East 180.72 feet; thence N61°50'15"E 160.00 feet; thence S28°09'45"E 31.21 feet; thence N61°50'15"E 144.10 feet; thence S28°14'00"E 1,089.54 feet; thence S45°18'05"W 222.49 feet; thence S45°48'47"W 227.76 feet to the point of beginning.

Contains: 21.40+/- acres

PARCEL "B"**(PARCEL NO. 27:012:0028)**

A portion of Sections 16 & 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'09"W along the Section line 2,114.58 feet and East 171.20 feet from the Southeast Corner of Section 17, T8S, R3E, S.L.B & M.; thence S61°50'15"W 144.10 feet; thence N28°09'45"W 31.21 feet; thence S61°50'15"W 160.00 feet; thence West 180.72 feet; thence South 16.49 feet; thence West 103.04 feet; thence N0°16'09"W 13.45 feet; thence N89°43'13"W 146.92 feet; thence S89°35'00"W 251.07 feet; thence S89°56'10"W 537.89 feet; thence S89°01'56"W 186.02 feet; thence N89°21'24"W 132.51 feet; thence S15°27'59"W 11.66 feet; thence S89°33'12"W 62.13 feet; thence North 301.56 feet; thence East 1,310.28 feet; thence N82°41'37"E 304.66 feet; thence S28°09'45"E 54.90 feet; thence N61°46'00"E 143.75 feet; thence S28°14'00"E 256.27 feet to the point of beginning.

Contains: 12.15+/- acres

PARCEL "C"**(PARCEL NO. 27:011:0049)**

A portion of Section 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located S0°16'09"E along the Section line 171.42 feet and West 27.02 feet from the East 1/4 Corner of Section 17, T8S, R3E, S.L.B & M.; thence S61°50'15"W 143.54 feet; thence S28°09'45"E 64.65 feet; thence S82°41'37"W 269.36 feet; thence West 1,323.07 feet; thence North 69.85 feet; thence southwesterly along the arc of a 570.00 foot radius non-tangent curve to the left (radius bears: S21°55'25"E) 61.73 feet through a central angle of 6°12'16" (chord: S64°58'27"W 61.70 feet); thence along the arc of a 430.00 foot radius curve to the right 245.31 feet through a central angle of 32°41'10" (chord: S78°12'54"W 241.99 feet); thence N85°26'31"W 326.87 feet; thence N6°49'30"E 15.05 feet; thence N83°10'27"W 447.95 feet to the easterly right-of-way line of the Union Pacific Railroad; thence along said right-of-

way the following 2 (two) courses: N38°35'40"E 1,727.13 feet; thence along the arc of a 5,850 foot radius curve to the left 101.90 feet through a central angle of 0°59'53" (chord: N38°05'43"E 101.90 feet); thence S61°47'28"E 108.65 feet; thence S52°35'23"E 513.44 feet; thence along the arc of a 991.00 foot radius curve to the right 336.02 feet through a central angle of 19°25'38" (chord: S42°52'34"E 334.41 feet); thence S33°09'45"E 237.96 feet; thence along the arc of a 1,089.00 foot radius curve to the left 729.00 feet through a central angle of 38°21'19" (chord: S52°20'24"W 715.47 feet); thence S71°31'04"E 151.96 feet; thence S28°14'00"E 75.72 feet to the point of beginning.

Contains: 49.96+/- acres

PARCEL "D"

(PARCEL NO. 27:011:0050)

A portion of Section 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'11"W along the Section line 21.23 feet and West 129.56 feet from the East 1/4 Corner of Section 17, T8S, R3E, S.L.B & M.; thence N71°31'04"W 47.91 feet; thence along the arc of a 991.00 foot radius curve to the right 663.40 feet through a central angle of 38°21'19" (chord: N52°20'25"W 651.08 feet); thence N33°09'45"W 237.96 feet; thence along the arc of a 1,089.00 foot radius curve to the left 369.25 feet through a central angle of 19°25'38" (chord: N42°52'34"W 367.48 feet); thence N52°35'23"W 327.73 feet; thence N0°21'26"W 266.54 feet; thence N34°09'28"E 435.53 feet; thence S53°08'00"E 87.21 feet; thence S28°14'00"E 1,878.71 feet to the point of beginning.

Contains: 14.35+/- acres

PARCEL "E"

(PARCEL NO. 27:006:0021)

A portion of Sections 16 & 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'11"W along the Section line 33.82 feet from the West 1/4 Corner of Section 16, T8S, R3E, S.L.B & M.; thence N28°14'00"W 1,478.10 feet; thence N89°34'15"E 693.11 feet; thence S0°16'11"E along the Section line 370.88 feet; thence East 134.54 feet; thence South 35.54 feet; thence along the arc of a 275.00 foot radius curve to the left 34.34 feet through a central angle of 7°09'19" (chord: S3°34'40"E 34.32 feet); thence East 199.32 feet; thence S28°09'43"E 351.00 feet; thence N61°50'17"E 210.00 feet; thence S28°09'43"E 33.38 feet; thence N61°50'17"E 229.89 feet to the westerly right-of-way line of the Union Pacific Railroad; thence S28°09'35"E along said right-of-way line 1,440.64 feet; thence S39°03'52"W 117.40 feet; thence S44°08'55"W 510.50 feet; thence N42°42'40"W 493.90 feet; thence N47°17'20"E 170.23 feet; thence N44°22'01"E 323.58 feet; thence along the arc of a 305.00 foot radius curve to the right 83.54 feet through a central angle of 15°41'39" (chord: N52°12'50"E 83.28 feet); thence along the arc of a 2.50 foot radius curve to the left 3.85 feet through a central angle of 88°17'40" (chord: N15°54'50"E 3.48 feet); thence N28°14'00"W 450.14 feet; thence along the arc of a 14.00 foot radius curve to the left 21.97 feet through a central angle of 89°55'35" (chord: N73°11'48"W 19.79 feet); thence S61°50'25"W 490.26 feet; thence along the arc of a 170.00 foot radius curve to the left 142.14 feet through a central angle of 47°54'21" (chord: S37°53'15"W 138.03 feet); thence along the arc of a 230.00 foot radius curve to the right 81.48 feet through a central angle of 20°17'52" (chord: S24°05'01"W 81.06

feet); thence $S34^{\circ}13'57''W$ 16.46 feet; thence along a 2.50 foot radius curve to the left 3.85 feet through a central angle of $88^{\circ}17'37''$ (chord: $S9^{\circ}54'52''E$ 3.48 feet); thence northwesterly along the arc of a 1,089.00 foot radius curve to the left (radius bears: $S35^{\circ}56'19''W$) 331.79 feet (chord: $N62^{\circ}47'22''W$ 330.50 feet); thence $N71^{\circ}31'04''W$ 119.29 feet; thence $N28^{\circ}14'00''W$ 77.30 feet to the point of beginning.

Contains: 38.53+/- acres

PARCEL "F"

(PARCEL NO. 27:012:0023)

A portion of Section 17, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located $S89^{\circ}22'52''W$ along the Section Line 806.67 feet from the Southeast Corner of Section 17, T8S, R3E, S.L.B & M.; thence $S89^{\circ}22'52''W$ along the Section Line 256.72 feet; thence North 172.68 feet; thence $N0^{\circ}12'49''W$ 609.39 feet; thence $N0^{\circ}27'08''W$ 54.00 feet; thence $N0^{\circ}10'43''W$ 198.00 feet; thence East 260.02 feet; thence South 1,031.29 feet to the point of beginning.

Contains: 6.12+/- acres

PARCEL "G"

(PARCEL NO. 27:006:0022)

A portion of Section 16, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located $S0^{\circ}16'09''E$ along the Section line 384.84 feet and East 222.83 feet from the West 1/4 Corner of Section 16, T8S, R3E, S.L.B & M.; thence $N65^{\circ}21'23''E$ 120.60 feet; thence $N84^{\circ}42'31''E$ 84.09 feet; thence southeasterly along the arc of a 991.00 foot radius non-tangent curve to the right (radius bears: $S38^{\circ}15'37''W$) 156.16 feet through a central angle of $9^{\circ}01'43''$ (chord: $S47^{\circ}13'31''E$ 156.00 feet); thence $S42^{\circ}42'40''E$ 811.05 feet; thence $S44^{\circ}08'55''W$ 473.55 feet; thence $N28^{\circ}14'00''W$ 1,116.46 feet to the point of beginning.

Contains: 7.94+/- acres

PARCEL "H"

(PARCEL NO. 27:005:0057)

A portion of the SW1/4 of Section 16, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located on the easterly line of the Rocky Mountain Power corridor, said point being $N0^{\circ}16'09''W$ along the Section Line 1244.72 feet and East 770.44 feet from the Southwest Corner of Section 16, T8S, R3E, S.L.B.&M.; thence $N28^{\circ}14'00''W$ along said corridor 51.35 feet; thence $N44^{\circ}08'55''E$ 473.55 feet; thence $S42^{\circ}42'40''E$ 20.55 feet; thence $S40^{\circ}11'13''W$ 211.47 feet; thence $S41^{\circ}17'41''W$ 277.34 feet to the point of beginning.

Contains: 0.39+/- acres

PARCEL "I"
(PARCEL NO. 27:005:0056)

A portion of the SW1/4 of Section 16, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'09"W along the Section Line 1,690.10 feet and East 1,155.74 feet from the Southwest Corner of Section 16, T8S, R3E, S.L.B.&M.; thence N42°42'40"W 13.72 feet; thence N44°08'55"E 510.50 feet; thence N39°03'52"E 117.40 feet to the westerly right-of-way of the Union Pacific Railroad; thence S28°09'35"E along said right-of-way line 7.97 feet to the southerly line of an existing concrete ditch; thence along said ditch the following courses: S36°54'07"W 72.77 feet; thence S43°39'29"W 365.33 feet; thence S43°26'57"W 154.89 feet; thence S40°11'13"W 33.47 feet to the point of beginning.

Contains: 0.13+/- acres

PARCEL "J"
(PARCEL NO. 27:005:0052)

A portion of Section 16, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'09"W along the Section line 1,666.86 feet and East 1,177.08 feet from the Southwest Corner of Section 16, T8S, R3E, S.L.B & M.; thence N40°04'51"E 51.76 feet; thence N44°06'51"E 561.81 feet to the westerly right-of-way line of the Union Pacific Railroad; thence S28°09'35"E along said right-of-way line 886.11 feet; thence S89°38'51"W 581.80 feet; thence northwesterly along the arc of a 1,089.00 foot radius non-tangent curve to the left (radius bears: S62°54'56"W) 297.01 feet through a central angle of 15°37'36" (chord: N34°53'52"W 296.09 feet); thence N42°42'40"W 134.74 feet to the point of beginning.

Contains: 8.14+/- acres

PARCEL "K"
(PARCEL NO. 27:005:0053)

A portion of Section 16, Township 8 South, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located N0°16'09"W along the Section line 1,321.71 feet and East 885.01 feet from the Southwest Corner of Section 16, T8S, R3E, S.L.B & M.; thence N40°04'51"E 352.32 feet; thence S42°42'40"E 122.34 feet; thence along the arc of a 991.00 foot radius curve to the right 220.06 feet through a central angle of 12°43'23" (chord: S36°20'59"E 219.61 feet); thence S0°07'51"E 0.57 feet; thence S89°34'18"W 298.89 feet; thence N89°59'50"W 141.11 feet to the point of beginning.

Contains: 1.41+/- acres