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AFTER RECORDING, RETURN TO:

Matthew B. Hutchinson
HOGGAN LEE HUTCHINSON
1225 Deer Valley Drive, Suite 201
Park City, Utah 84060

Page 1 of 11

Rhonda Francis Summit County Recorder
11/03/2020 01:13:50 PM Fee \$40.00
By Wasatch Title Insurance Agency, LLC
Electronically Recorded

CROSS-EASEMENT, ACCESS, AND SHARED USE AGREEMENT

This CROSS-EASEMENT, ACCESS AND SHARED USE AGREEMENT (this “**Agreement**”), dated and effective this 23rd day of October, 2020 (the “**Effective Date**”), is entered by and between STONEHOUSE FARMS, LLC, a Utah limited liability company (“**Stonehouse**”) and TROUTDALE RANCH, LLC, a Utah limited liability company (“**Troutdale**”).

RECITALS

A. WHEREAS, Stonehouse is the current record title owner to those certain four (4) parcels of real property located in Oakley, Summit County, Utah, located at approximately 770-780 Weber Canyon Road, Oakley, Utah, as the same are more particularly described on **Exhibit A** hereto (collectively, the “**Stonehouse Parcels**”; any single parcel of the Stonehouse Parcels shall be referred to as a “**Stonehouse Parcel**”);

B. WHEREAS, Troutdale is the current record title owner to that certain parcel of real property located in Summit County, Utah, located at approximately 768 Weber Canyon Road, Oakley, Utah, and more particularly described on **Exhibit B** hereto (the “**Troutdale Parcel**”);

C. WHEREAS, Stonehouse has granted Troutdale a vehicular easement along the existing road and a pedestrian easement across the Stonehouse Parcel identified on Exhibit A and assessed and taxed by Summit County as OT-255-3-AG (the “**Agricultural Parcel**” (the Agricultural Parcel is intentionally defined to exclude any other Stonehouse Parcel not expressly referenced in this definition)) to access the Troutdale Parcel for fishing and other recreational use on the Troutdale Parcel, such easement is limited to vehicular use on the existing road and foot traffic only off the road on the terms and conditions set forth herein;

D. WHEREAS, Troutdale has granted Stonehouse an easement from Weber Canyon Road on and over the existing dirt road on the Troutdale Parcel for the purpose of accessing the Stonehouse Parcels on the terms and conditions set forth herein;

E. WHEREAS, as of the Effective Date, the Stonehouse Parcel and the Troutdale Parcel are cooperatively farmed and irrigated by a common irrigation system, pumphouse and certain irrigation company shares, and Stonehouse and Troutdale are desirous of continuing this arrangement (collectively, the “**Farming Operations**”) and to cooperate in good faith to make

improvements to their properties in furtherance of the Farming Operations under the terms and conditions set forth herein; and

F. WHEREAS, Stonehouse has agreed to consult with Troutdale before any improvements are erected on the Stonehouse Parcel identified on Exhibit A and assessed and taxed by Summit County as OT-3-B-LLA-D (“**Stonehouse Parcel D**”) in an effort to protect the view corridor from the Troutdale Parcel to the north; and

G. WHEREAS, Stonehouse has agreed to transfer all of its right title and interest in and to the existing electrical meter, serving the Stonehouse Parcels on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Stonehouse and Troutdale hereby agree as follows:

AGREEMENT

1. **Recreational Easement.** Stonehouse hereby grants and conveys to Troutdale a vehicular easement of access along the existing road and pedestrian easement of access off the existing road, passage, ingress, and egress over and across the Agricultural Parcel to and from the Troutdale Parcel (the “**Recreational Easement**”). The Recreational Easement shall permit Troutdale ingress, and egress over and across the Agricultural Parcel to undertake the aforementioned activities on the Troutdale Parcel only. Vehicular and motorized use of the Recreational Easement is limited to the existing road. Unless extended in a writing signed by Stonehouse or its successors-in-interest in the Agricultural Parcel, the Recreational Easement shall expire on the earlier to occur of the following: (i) the fifth (5th) anniversary of the Effective Date; or (ii) six (6) months after Troutdale completes construction of its own access to Troutdale’s Weber River frontage on the Troutdale Parcel; or (iii) upon the termination of the Access Easement as described in Section 2 (the “**Recreational Easement Term.**”) Troutdale’s successors and/or assigns, guests, tenants, and guests of tenants may also use the Recreational Easement during the Recreational Easement Term but shall be limited to no more than two vehicles using the access at any given point of time without prior permission from Stonehouse, and Stonehouse maintains priority use of the parking area.

2. **Access Easement.** Troutdale hereby grants and conveys to Stonehouse an easement of access, passage and use over and across the existing dirt road on the Troutdale Parcel (the “**Access Easement Area**”) for pedestrian, motorized, and vehicular ingress and egress to and from the Stonehouse Parcels. Unless extended in a writing signed by Troutdale or its successors-in-interest in the Troutdale Parcel, the Access Easement shall expire on the earlier to occur of the following: (i) the fifth (5th) anniversary of the Effective Date; (ii) six (6) months after Stonehouse completes construction of its own access to either the Stonehouse Parcel identified on Exhibit A and assessed and taxed by Summit County as OT-3-B-LLA-D or to the Agricultural Parcel; (iii) or upon the termination of the Recreational Easement as described in Section 1 (the “**Access Easement Term.**”) Stonehouse’s successors and/or assigns, guests, tenants, and guests of tenants may also use the Access Easement during the Access Easement Term but shall be limited

to no more than two vehicles using the access at any given point of time without prior permission from Troutdale, and Troutdale maintains priority use of the Access Easement.

3. **No Interference.** During the Recreational Easement Term and the Access Easement Term, as applicable, neither Stonehouse nor Troutdale shall engage in any activity or use within either the Recreational Easement Area or the Access Easement Area which interferes with Troutdale, Stonehouse or their respective successors' use of such easement areas to access their respective parcels.

4. **Farming Operations, Infrastructure, and Equipment.** Stonehouse and Troutdale shall cooperate in good faith to maintain the Farming Operations in their present condition until such time as the Troutdale Parcel or the Stonehouse Parcels are converted to residential use or either party chooses to adjust significantly farming on its respective parcel(s) at the sole discretion of that party. Without limiting the generality of the foregoing, Stonehouse and Troutdale shall share both: (i) all expenses incurred in connection with the Farming Operations (i.e., electricity, water, labor, seed, fertilizer, fuel, and other materials); and (ii) all revenues derived from said Farming Operations to be divided on a pro rata basis using a ratio that represents the percentage of acreage the Troutdale Parcel and Stonehouse Parcels respectively contribute to the total acreage that is farmed using the shared pressurized irrigation system (the "**Sharing Ratio**"). If either party changes the amount of their respective property that is farmed using the shared pressurized irrigation system, the Sharing Ratio shall be adjusted such that it accurately represents the percentage of acreage the Troutdale Parcel and Stonehouse Parcels respectively contribute to the total acreage that is farmed using the shared pressurized irrigation system. As of the Effective Date of this Agreement, approximately 35 acres are currently farmed using the shared pressurized irrigation system, with approximately 8 of those acres located on the Troutdale Parcel. As such, the Current Sharing Ratio is: Stonehouse 77% and Troutdale 23% (the "**Current Sharing Ratio**"). Additionally, Stonehouse and Troutdale shall allocate ownership of existing farming infrastructure (pump, pump house, buried water lines, etc.) and equipment (sprinkler equipment, wheel lines, etc.), including capacity of farming infrastructure and equipment, according to the Current Sharing Ratio. All out-of-pocket costs associated with maintaining and/or upgrading the farming infrastructure and equipment, including but not limited to upgrading the pump house power to a "three phase" power system and installing an upgraded pump, shall be shared (or reimbursed, if applicable) according to the Sharing Ratio at the time the upgrades are performed. Troutdale grants Stonehouse or its successors' unrestricted access to and permanent use of, according to the Sharing Ratio, the pump house, pump, and other shared farming infrastructure that is installed on the Troutdale Parcel.

5. **Shared Utility Infrastructure.** Stonehouse and Troutdale shall cooperate in good faith to install and maintain utility infrastructure to serve the Stonehouse Parcels and the Troutdale Parcel in the manner required by applicable laws and regulations, each party to maintain the right to exercise its sole discretion relating to its property rights. All out-of-pocket costs associated with such joint installation and maintenance shall be shared (or reimbursed, if applicable) based on a mutually agreed prorated portion of the costs according to the respective use and benefit of such utilities. By way of example, but not of limitation of the foregoing, Stonehouse and Troutdale shall cooperate in good faith to share the costs when mutually agreed based on future designs and plans to (i) trench and install underground power lines; (ii) if available, trench and install underground natural gas lines; and (iii) if available, trench and install underground communication lines. Troutdale shall allow Stonehouse to continue to use the existing power line extending from

the existing electrical meter on the Troutdale Parcel, but Stonehouse will compensate Troutdale for any power costs arising from such use. Notwithstanding any other provision of this Section 5, neither Troutdale nor Stonehouse shall be responsible for any portion of the cost of installing utilities unless said utilities are serving their parcels. All work to be performed under this Section 5 shall be performed by licensed and bonded contractors or public utilities.

6. **Running of Benefit and Burden; Duration.** All provisions of this Agreement, including without limitation the benefit and burden hereof, shall run with the land and are binding upon and shall inure to the benefit of the Parties or their respective successors, assigns, tenants, and representatives of the parties hereto, it being intended that the right to cross the Recreational Easement be appurtenant to the Troutdale Parcel for the full duration of the Recreational Easement Term, and that the right to cross the Access Easement be appurtenant to the Stonehouse Parcels for the full duration of the Access Easement Term. The Provisions of Sections 4 and 5 hereof shall survive until such time as any Party converts its Parcel to residential use or either party chooses to significantly adjust farming on their respective parcels at the sole discretion of the parties.

7. **Preamble and Recitals.** The parties hereto agree that the preamble and the Recitals to this Agreement are accurate and are incorporated by reference into the Agreement, as if fully set forth herein.

8. **Time of Essence.** Time is of the essence of this Agreement and each and every term and provision hereof.

9. **Notices.** Whenever any notice is required or sent under this Agreement, it shall be made in writing and shall be effective when served either personally or sent by U.S. first-class certified mail, postage prepaid, return receipt requested and addressed to the parties as follows:

If to Stonehouse: Craig Hansen
 3046 S 975 E
 Bountiful, Utah 84010

If to Troutdale: Kevin Barker
 1776 Park Ave., Ste 4 DMB 285
 Park City, Utah 84060.

10. **Modification; Waiver.** A modification of any provision herein contained, or any other amendment to this Agreement, shall be effective only if the modification or amendment is in writing and signed by all parties hereto. No waiver by any party hereto of any breach or default shall be considered to be waiver of any other breach or default. The waiver of any condition shall not constitute a waiver of any breach or default with respect to any covenant, representation or warranty. No failure or delay of either party in the exercise of such right has expired, nor shall single or partial exercise of any right preclude other or further exercise thereof or of any other right.

11. **Successors and Assigns; Survival.** This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns. All covenants, representations and warranties of any party contained herein shall survive the Closing.

12. **Governing Law.** The Agreement shall be governed by, interpreted under, and construed and enforced in accordance with, the laws of the State of Utah applicable to agreements made and to be performed wholly within the State of Utah.

13. **Venue and Jurisdiction.** Each party to this Agreement, by execution of the Agreement, consents to venue in, the courts of the State of Utah in and for Summit County, Utah, regarding any legal action arising from, or otherwise related to, this Agreement.

14. **Severability.** In the event any portion of this Agreement shall be declared by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be deemed severed from this Agreement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Agreement. If any item must be accomplished or delivered hereunder on a day that is not a business day, it shall be deemed to have been timely accomplished or delivered hereunder on a day that is not a business day, if accomplished or delivered on the next business day.

15. **Duplicate Originals; Counterparts.** This Agreement and any originals or exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which, when the original signatures are affixed, shall be an original but all of which shall constitute one and the same instrument.

16. **Indemnity.** Troutdale hereby agrees to indemnify, defend, save, and to hold harmless Stonehouse from any and all losses, claims, actions, or judgments for damages or injuries to persons or property arising out of or from, or caused by the use of the Recreational Easement during the Recreational Easement Term by Troutdale or its successors, assigns, or agents. Stonehouse hereby agrees to indemnify, defend, save, and to hold harmless Troutdale from any and all losses, claims, actions, or judgments for damages or injuries to persons or property arising out of or from, or cause by the use of the Access Easement during the Access Easement Term by Stonehouse or its successors, assigns, or agents. These reciprocal indemnities, as expressly set forth herein, shall only continue for Troutdale, Stonehouse, and their respective successors or assigns until the earlier of the termination of this Agreement or, in the case of Troutdale's indemnity of Stonehouse until the expiration of the Recreational Easement Term, in the case of Stonehouse's indemnity of Troutdale until the expiration of the Access Easement Term.

17. **Reciprocal Release upon Sale of Property.** Subject to and without waiving the obligations and rights as set forth in this Agreement, including the provisions relating to the burdens and benefits hereof running with the land set forth in Section 6, if Troutdale or Stonehouse sells its respective parcel(s) to another party the non-selling party (i.e. Troutdale if Stonehouse sells, or Stonehouse if Troutdale sells) shall forever release and discharge the selling party (i.e. Stonehouse if Stonehouse sells or Troutdale if Troutdale sells) from any further claim, obligation, or demand for actions taken pertaining to this Agreement.

18. **Attorney Fees.** In the event it becomes necessary for either party to file a suit to enforce this Agreement or any provision contained herein, the party prevailing in such action shall be entitled to receive in addition to all other remedies or damages reasonable attorneys' fees incurred in such suit.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subjects contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are superseded by and merged in this Agreement. In signing this Agreement, no Party has relied on or been induced to execute this Agreement by any statement, representations, agreements or promises, oral or written, made by any other Party, their agents, employees, servants, or attorneys, or anyone else, other than the statements set forth in this Agreement. No supplement, modification, or amendment of this Agreement will be binding unless in writing and executed by each Party and recorded in the records of the Summit County Recorder.

20. **Authorization.** Each individual executing this instrument represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs and that as a result of his/her signature, this agreement shall be binding upon the party for which he/she signs.

IN WITNESS WHEREOF, Stonehouse has duly executed this Agreement, effective as of the Effective Date set forth above, as follows:

STONEHOUSE FARMS, LLC, a Utah limited liability company

[To be signed at Settlement.]

R. Craig Hansen
By: R. Craig Hansen
Its: Managing Member

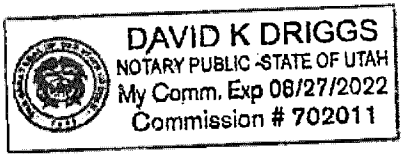
Acknowledgement

STATE OF UTAH)
 :ss.
COUNTY OF SUMMIT)

On the 23 day of October, 2020, personally appeared before me, R. Craig Hansen, who being by me duly sworn, warrants and represents that he executed the above and foregoing instrument in [his/her] capacity as the Managing Member of Stonehouse Farms, LLC, and that they executed the foregoing instrument in [his/her] own voluntary act for its stated purpose.

[Signature]

NOTARY PUBLIC



IN WITNESS WHEREOF, Troutdale has duly executed this Agreement, effective as of the Effective Date set forth above, as follows:

TROUTDALE RANCH, LLC, a Utah limited liability company

[To be signed at Settlement.]

By: ~~Kevin Barker~~, Manager

Acknowledgement

STATE OF UTAH)
 :ss.
COUNTY OF SUMMIT)

On the 23 day of October, 2020, personally appeared before me, Kevin Barker who being by me duly sworn, warrants and represents that he executed the above and foregoing instrument and that he executed the foregoing instrument in his capacity as the Manager of Troutdale Ranch, LLC of his own voluntary act for its stated purpose.

Whitney Galvan
NOTARY PUBLIC

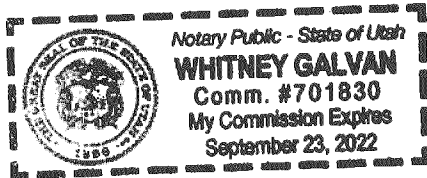


EXHIBIT A
(Stonehouse Parcels)

PARCEL B

A TRACT OF LAND BEING PART OF SECTION 16 AND 21 OF TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING MATCHING THE UTAH NORTH STATE PLANE COORDINATE ZONE (NAD83) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°31'24" EAST 1468.70 FEET ALONG THE SECTION LINE AND SOUTH 84.45 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 78°38'25" WEST 538.64 FEET; THENCE NORTH 11°07'15" WEST 1000.00 FEET; THENCE NORTH 10°33'37" WEST 183.77 FEET; THENCE NORTH 13°50'37" WEST 104.61 FEET; THENCE NORTH 55°29'28" EAST 314.25 FEET; THENCE NORTH 34°12'07" WEST 119.47 FEET; THENCE NORTH 57°18'12" EAST 274.00 FEET ALONG WEBER CANYON ROAD; THENCE SOUTH 18°14'40" EAST 322.41 FEET; THENCE SOUTH 11°21'35" EAST 1301.51 FEET TO THE POINT OF BEGINNING.

PARCEL NO.: OT-225-A-LLA-B

PARCEL C

A TRACT OF LAND BEING PART OF SECTION 16 AND 21 OF TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING MATCHING THE UTAH NORTH STATE PLANE COORDINATE ZONE (NAD83) DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 89°31'24" EAST 1111.39 FEET ALONG THE SECTION LINE AND NORTH 1494.79 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 57°18'12" EAST 274.73 FEET ALONG WEBER CANYON ROAD; THENCE SOUTH 12°50'45" EAST 267.04 FEET TO PARCEL OT-3-C; THENCE SOUTH 11°34'08" EAST 43.39 FEET; THENCE NORTH 89°59'00" EAST 304.60 FEET; THENCE SOUTH 12°01'23" EAST 1351.39 FEET; THENCE SOUTH 78°38'25" WEST 538.64 FEET; THENCE NORTH 11°21'35" WEST 1301.51 FEET; THENCE NORTH 18°14'40" WEST 322.41 FEET TO THE POINT OF BEGINNING.

PARCEL NO.: OT-3-B-LLA-C

PARCEL D

A TRACT OF LAND BEING PART OF SECTION 16 AND 21 OF TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING MATCHING THE UTAH NORTH STATE PLANE COORDINATE ZONE (NAD83) DESCRIBED AS FOLLOWS:

EXHIBIT A

BEGINNING AT A POINT WHICH IS SOUTH 89°31'24" EAST 1468.70 FEET ALONG THE SECTION LINE AND SOUTH 84.45 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 78°38'25" EAST 538.64 FEET; THENCE NORTH 12°01'23" WEST 1351.39 FEET; THENCE SOUTH 89°59'00" WEST 128.64 FEET; THENCE NORTH 05°48'42" WEST 349.38 FEET TO A POINT BEING MARKED WITH A "WILDE" REBAR & CAP; THENCE NORTH 77°53'28" EAST 71.78 FEET ALONG WEBER CANYON ROAD; THENCE NORTH 87°11'49" EAST 146.15 FEET ALONG SAID ROAD TO A FENCE CORNER; THENCE SOUTH 00°19'52" EAST 369.79 FEET; THENCE SOUTH 12°39'24" EAST 206.95 FEET; THENCE SOUTH 11°14'30" EAST 394.37 FEET; THENCE SOUTH 12°01'23" EAST 539.41 FEET; THENCE SOUTH 11°31'06" EAST 288.95 FEET; THENCE SOUTH 08°31'40" EAST 465.76 FEET; THENCE SOUTH 11°14'18" EAST 756.30 FEET; THENCE SOUTH 09°25'46" EAST 363.87 FEET; THENCE SOUTH 42°49'38" WEST 198.41 FEET; THENCE SOUTH 44°40'13" WEST 90.59 FEET; THENCE SOUTH 45°53'44" WEST 73.23 FEET; THENCE NORTH 09°07'50" WEST 75.52 FEET; THENCE NORTH 68°46'48" WEST 69.72 FEET; THENCE NORTH 59°48'25" WEST 127.37 FEET; THENCE NORTH 23°52'54" EAST 162.61 FEET; THENCE NORTH 33°52'04" WEST 71.77 FEET; THENCE NORTH 86°37'56" WEST 45.00 FEET; THENCE NORTH 24030142" WEST 76.95 FEET; THENCE NORTH 06°05'43" WEST 94.03 FEET; THENCE NORTH 04°01'14" EAST 109.65 FEET; THENCE NORTH 03°16'51" WEST 107.81 FEET; THENCE NORTH 11°39'02" WEST 100.84 FEET; THENCE NORTH 29°04'32" WEST 36.21 FEET; THENCE NORTH 59°32'04" WEST 62.16 FEET; THENCE NORTH 85°26'34" WEST 105.91 FEET; THENCE NORTH 11°21'35" WEST 60.59 FEET; THENCE NORTH 11°21'35" WEST 825.00 FEET TO THE POINT OF BEGINNING.

PARCEL NO.: OT-3-B-LLA-D

PARCEL AG

A TRACT OF LAND BEING PART OF SECTION 21 OF TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING MATCHING THE UTAH NORTH STATE PLANE COORDINATE ZONE (NAD83) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°31'24" EAST 1468.70 FEET ALONG THE SECTION LINE; THENCE SOUTH 84.45 FEET; THENCE SOUTH 11°21'35" EAST 825.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 11°21'35" EAST 60.59 FEET TO A POINT ON THE NORTHERN EDGE OF AN EXISTING ROAD; THE FOLLOWING (10) COURSES ARE ALONG THE NORTHERLY AND EASTERLY EDGE OF AN EXISTING ROAD; THENCE SOUTH 85°26'34" EAST 105.91 FEET; THENCE SOUTH 59°32'04" EAST 62.16 FEET; THENCE SOUTH 29°04'32" EAST 36.21 FEET; THENCE SOUTH 11°39'02" EAST 100.84 FEET; THENCE SOUTH 03°16'51" EAST 107.81 FEET; THENCE SOUTH 04°01'14" WEST 109.65 FEET; THENCE SOUTH 06°05'43" EAST 94.03 FEET; THENCE SOUTH 24°30'42" EAST 76.95 FEET; THENCE SOUTH 86°37'56" EAST 45.00 FEET; THENCE SOUTH 33°52'04" EAST 71.77 FEET TO A POINT ALONG THE CENTERLINE OF THE WEBER RIVER; THE FOLLOWING (4) COURSES ARE ALONG SAID CENTERLINE: THENCE SOUTH 23°52'54" WEST 162.61 FEET; THENCE SOUTH 59°48'25" EAST 127.37 FEET; THENCE SOUTH 68°46'48" EAST 69.72 FEET; THENCE SOUTH 09°07'50" EAST 75.52 FEET TO A POINT ON THE SOUTHEASTERLY PROPERTY LINE; THENCE SOUTH 45°53'44" WEST 337.27 FEET ALONG SAID PROPERTY LINE; THENCE NORTH 21°50'56" WEST 667.03 FEET; THENCE NORTH

EXHIBIT A

06°54'45" WEST 472.63 FEET; THENCE NORTH 34°54'12" EAST 160.30 FEET TO THE POINT OF BEGINNING.

PARCEL NO.: OT-225-3-AG

EXHIBIT A

EXHIBIT B
(Troutdale Parcel)

A TRACT OF LAND BEING PART OF SECTION 16 AND 21 OF TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND HAVING A BASIS OF BEARING MATCHING THE UTAH NORTH STATE PLANE COORDINATE ZONE (NAD83) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°31'24" EAST 1468.70 FEET ALONG THE SECTION LINE; THENCE SOUTH 84.45 FEET; THENCE SOUTH 11°21'35" EAST 825.00 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 1 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 11°21'35" EAST 60.59 FEET TO A POINT ON THE NORTHERN EDGE OF AN EXISTING ROAD; THE FOLLOWING (10) COURSES ARE ALONG THE NORTHERLY AND EASTERLY EDGE OF AN EXISTING ROAD; THENCE SOUTH 85°26'34" EAST 105.91 FEET; THENCE SOUTH 59°32'04" EAST 62.16 FEET; THENCE SOUTH 29°04'32" EAST 36.21 FEET; THENCE SOUTH 11°39'02" EAST 100.84 FEET; THENCE SOUTH 03°16'51" EAST 107.81 FEET; THENCE SOUTH 04°01'14" WEST 109.65 FEET; THENCE SOUTH 06°05'43" EAST 94.03 FEET; THENCE SOUTH 24°30'42" EAST 76.95 FEET; THENCE SOUTH 86°37'56" EAST 45.00 FEET; THENCE SOUTH 33°52'04" EAST 71.77 FEET TO A POINT ALONG THE CENTERLINE OF THE WEBER RIVER; THE FOLLOWING (4) COURSES ARE ALONG SAID CENTERLINE: THENCE SOUTH 23°52'54" WEST 162.61 FEET; THENCE SOUTH 59°48'25" EAST 127.37 FEET; THENCE SOUTH 68°46'48" EAST 69.72 FEET; THENCE SOUTH 09°07'50" EAST 75.52 FEET TO A POINT ON THE SOUTHEASTERLY PROPERTY LINE; THENCE SOUTH 45°53'44" WEST 337.27 FEET ALONG SAID PROPERTY LINE; THENCE NORTH 21°50'56" WEST 667.03 FEET; THENCE NORTH 06°54'45" WEST 472.63 FEET; THENCE NORTH 34°54'12" EAST 160.30 FEET TO THE POINT OF BEGINNING.

PARCEL NO.: OT-255-A-LLA-A

EXHIBIT B