

WHEN RECORDED MAIL TO:

JORDANELLE SPECIAL SERVICE DISTRICT
P.O. Box 519
5360 North Old Highway 40
Heber City, Utah 84032

File No.: 110567-CAF

01153420 B: 2635 P: 0138

Page 1 of 13

Rhonda Francis Summit County Recorder

01/21/2021 02:35:27 PM Fee \$40.00

By COTTONWOOD TITLE INSURANCE AGENCY, INC.

Electronically Recorded

JORDANELLE SPECIAL SERVICE DISTRICT WATER RESERVATION AGREEMENT

In Reference to Tax ID Number(s):

Summit County:

EXHIBIT A PARCEL: SS-87-B-X

Wasatch County:

EXHIBIT B PARCELS

00-0021-3163, 00-0021-5200, 00-0021-5201, 00-0021-5202, 00-0021-5203, 00-0021-5204
00-0021-5205, 00-0021-5206, 00-0021-5207, 00-0021-5208, 00-0021-5209, 00-0021-5210
00-0021-5211, 00-0021-5212, 00-0021-5213, 00-0021-5214, 00-0021-5215, 00-0021-5215
00-0021-5216, 00-0021-5217, 00-0021-5218, 00-0021-5219, 00-0021-5220, 00-0021-5221
00-0021-5222, 00-0021-5223, 00-0021-5224, 00-0021-5225, 00-0021-5226, 00-0021-5227
00-0021-5228, 00-0021-5229, 00-0021-5230, 00-0021-3161

Wasatch County:

EXHIBIT C PARCEL: 00-0021-3164

WHEN RECORDED MAIL TO:
Jordanelle Special Service District
P.O. Box 519
5360 North Old Highway 40
Heber City, Utah 84032

JORDANELLE SPECIAL SERVICE DISTRICT WATER RESERVATION AGREEMENT

This WATER RESERVATION AGREEMENT (“**Agreement**”) is entered into effective as of the 18th day of January, 2021 (“**Effective Date**”), by Jordanelle Special Service District (“**District**”) and N Brockbank Investments, LLC, a Utah limited liability company, his successors and/or assigns, (“**Property Owner**”). District and Property Owner may also be referred to collectively as the Parties or individually as a Party.

RECITALS

WHEREAS, District is a special service district created by Wasatch County, Utah pursuant to Chapter 17D-1-101.1 et seq., Utah Code Annotated; and,

WHEREAS, District was organized for the purpose of, among other things, providing culinary and irrigation water service to property located within the boundary of the District; and,

WHEREAS, the Administrative Control Board of District adopted Resolution No. 2015-4 on February 10, 2015, entitled *Jordanelle Special Service District Water Reservation Policy* authorizing District to enter into Water Reservation Agreements with owners of property located within the boundary of the District so that property owners could reserve sufficient water supply from District’s existing water rights and source capacity (“**Water Supply**”) to serve anticipated development; and,

WHEREAS, District has acquired or has contractually committed to secure the Water Supply and is willing to reserve, subject to the terms and conditions of this Agreement, a portion of the Water Supply for development of certain property owned by the Property Owner that is either currently located within the boundary of the District, or that might in the future be located within the District’s service area or boundary, as identified on Exhibit (s) A, B, and C hereto (“**Property**”); and,

WHEREAS, Property Owner wishes to reserve from the District a portion of the Water Supply, in an amount described herein for use on the Property subject to the terms and conditions of this Agreement; and,

TERMS OF AGREEMENT

NOW THEREFORE, for good and valuable consideration the sufficiency of which is acknowledged, District commits to reserve of a portion of its Water Supply to serve the Property

and Property Owner commits to pay District to reserve a portion of its Water Supply subject to the terms and conditions set forth herein.

I. WATER RESERVATION.

A. **Voluntary Reservation.** Property Owner has determined that it is in its best interest to voluntarily enter into this Agreement to secure water for the Property and Property Owner acknowledges that it has the option of acquiring appropriate water rights on its own and transfer those water rights to the District in satisfaction of the water dedication requirements of District and Wasatch County. Property Owner acknowledges and agrees that entering into this Agreement is optional and that Property Owner has made an independent determination that entering into this Agreement to reserve a portion of the Water Supply for the Property, as specified herein, is in the best interests of the Property Owner.

B. **Reserved Supply.** District will reserve from its Water Supply a total of 40 acre-feet of water from one or more of the District's source delivery points ("**Reserved Supply**"). The Reserved Supply includes the right to access a portion of the Water Supply at a point of delivery identified by the District in accordance with all District's rules, policies, and procedures. This Agreement serves only to reserve the Reserved Supply for future development of the Property. This Agreement is not intended to, and does not address, the additional future obligations of the Property Owner related to the delivery and use of water at the Property which include, without limitation, payment of impact fees and/or project costs, entering into a development and service agreement with District, and obtaining development approvals from Wasatch County, Utah.

C. **No Ownership Interest.** Property Owner will not have any right to the Water Supply above and beyond the Reserved Supply. The right to use the Reserved Supply is limited to the right to access the Water Supply for development of the Property. Ownership of the Water Supply shall remain with the District.

D. Terms of Reservation.

1. District will reserve the Reserved Supply for the Property Owner for the period of time that this Agreement remains in good standing.

2. Prior to the execution of a development agreement for the Property, the District will identify and notify Property Owner in writing of the potential sources of water and potential delivery points available for the Reserved Supply.

3. This Agreement does not guarantee infrastructure for water treatment, water transport, water storage, or other necessary facilities to deliver the Reserved Supply to the Property from the identified delivery points. It remains the responsibility of Property Owner, as part of the development approval process with Wasatch County, to identify the water treatment, water transport, water storage and/or other capital facilities required to deliver and use the Reserved Supply at the Property. It is the obligation of the Property Owner, through the planning and development process with Wasatch County and the Wasatch County Water Advisory Board, to review with the District all proposed water treatment, transport, storage and delivery facilities necessary for approval in compliance with the engineering and design standards of the District and Wasatch County. Delivery and use of the Reserved Supply at the Property will be subject to a

separate delivery and service agreement. There is no guarantee by the District of availability of any one delivery point among the delivery points identified at the time of entering into this Agreement unless there is prior approval by both Wasatch County and the District of the capital facilities needed for the proposed development of the Property.

E. Reservation Fee. In consideration of the reservation of the Reserved Supply and the District's inability to use or provide that portion of its Water Supply to other development, Property Owner shall pay a non-refundable annual reservation fee for the Reserved Supply which is currently set at \$537.20 per acre-foot per year ("**Reservation Fee**"). As lots or parcels within the Property are approved for development and plats are recorded by Wasatch County for development, a pro rata portion of the Reserved Supply, based upon ERU's and/or acre-feet, shall be assigned to that lot or parcel and the corresponding portion of the Reservation Fee shall be reduced from this Agreement and assigned to the owners of the lots or parcels so recorded. The annual reservation fee is set by resolution of the District's Administrative Control Board and will be reviewed and may be adjusted on an annual basis.

F. Payment Obligations.

1. Upon execution of this Water Reservation Agreement, Property Owner shall pay a prorated Reservation Fee for the current year calculated from the Effective Date through the next December 31.

2. Subsequent to the initial pro-rata payment, the Reservation Fee will be billed annual and payment shall be due from the Property Owner on or before February 15 of each year.

3. On the date the first full annual Reservation Fee payment is due (February 15, 2021) Property Owner must deposit with the District an escrow amount equal to four (4) years' Reservation Fee at the then current rate ("**Escrow Fund**") or, at the District's sole discretion, provide the District with an irrevocable letter of credit guaranteeing payment of four (4) years Reservation Fees ("**Letter of Credit**"). The Escrow Fund shall be deposited by the District in an escrow reserve account dedicated to guaranteeing future payments of the Reservation Fee.

4. The Escrow Fund will be held by the District to secure future payments to the District until such time that the Property is platted, developed, and sold to the ultimate owners of the platted lots. As individual platted lots are purchased by the ultimate owners, who will become customers of the District, a proportional interest in the Escrow Fund will be released to the Property Owner.

G. Penalty for Non-Payment. Interest will accrue at a rate of 1.5% per month on all fees and charges that are 30 days or more past due. Payments received shall be first applied to any outstanding interest charges. In the event a Reservation Fee payment remains unpaid for a period greater than 30 days, District will transfer money from the Escrow Fund for payment or call against the Letter of Credit. In such event, Property Owner is required to restore the Escrow Fund or Letter of Credit to its full balance. Failure to keep the Reservation Fee and Escrow Fund or Letter of Credit current for three consecutive months shall constitute a default under this Agreement. If Property Owner does not cure the default within 60 days after written notice from the District,

District may terminate this Agreement, cancel the water reservation, and seek any other remedy available to it at law. Pursuant to Utah State law, District may certify past due fees and charges to the Wasatch County Assessor for collection with property taxes.

H. Payment Required Before Plat Approval. The Reservation Fees, the Escrow Fund (as applicable), and any penalties or interest due under this Agreement must be paid in full before the District will enter into a development and service agreement for the Property, sign plat approvals, or provide a final will-serve letter for the Property.

I. Other Water Rights. Property Owner may at any time during the term of this Agreement elect to acquire its own water rights to satisfy all or a portion of the water requirements for the Property and dedicate those water rights to District in lieu of continuing to pay all or a portion of the Reservation Fee to the District. If this election is exercised by Property Owner, District, upon approval and acceptance of the water rights offered in dedication and satisfaction of District's water dedication requirements, will proportionately refund the Escrow Fund and reduce any future Reservation Fee charged to Property Owner.

J. Reduction of Reservation. If, at any time during the term of this Agreement, Property Owner determines that the ultimate development of the Property will not require all of the Reserved Supply, Property Owner may reduce the quantity of the Reserved Supply and District will thereafter make appropriate reductions in the amount of the next due Reservation Fee and the Escrow Fund.

II. GENERAL TERMS AND CONDITIONS.

A. Applicability of District Policies and Procedures. District shall adopt policies and procedures governing the Water Supply and water delivery facilities including the design, financing, construction, and operation for the delivery of the Reserved Supply. Such policies and procedures shall be adopted in accordance with District's statutory authority. Property Owner shall be bound by, and conform to all applicable policies and procedures adopted by District. Payment of the Reservation Fee is not a payment for future facilities, infrastructure, or construction that may be required to deliver the Reserved Supply to the Property or for the use of the Reserved Supply on the Property.

B. Transfer Restriction. It is in the best interest of the District to prohibit the creation of a secondary market in the Water Supply. Accordingly, except as expressly provided herein, Property Owner has no right to transfer its interest the Reserved Supply without the express written consent of District. Any attempted transfer of the Reserved Supply without the express written consent of the District shall be null and void. This limitation does not prevent the transfer or assignment of Property Owner's interest in this Agreement to any successor in interest to the Property including assignment of the Property as a part of the security for a loan, mortgage, or other related financing for the Property; provided, however, except as expressly provided herein, the Reserved Supply will not be separated or alienated from the Property without the written consent of the District. The terms of this Agreement shall not be modified by any such assignment, except to the extent of any reduction in the quantity of reserved Water Supply resulting from any transfer or assignment provided herein or voluntary reduction in the quantity of the Water Supply so reserved, as allowed by paragraphs I.I and I.J above.

C. Recordation. The Parties understand and acknowledge that the District or Property Owner may record this Agreement in the Wasatch County Recorder's office for the purpose of providing notice to any subsequent purchasers or interest holders in the Property. Upon 30 days' prior written notice to Property Owner, the District may also record a notice of Property Owner's failure to comply with any of the material terms of this Agreement, including but not limited to the requirement to pay fees.

D. Private Water Systems Restriction. It is against the policies and procedures of the District to allow private water rights, private infrastructure, or private water sources to be used for supplying water to development within the boundary of the District. Pursuant to District policies, no development shall be provided water service by the District within the boundary of the District unless and until the District has secured, either by deed from the Property Owner or by the reservation of the Water Supply, sufficient water and source capacity to serve the development and all infrastructure needed to provide water service for the proposed development.

E. Development Approval. Pursuant to the policies and procedures of Wasatch County and the District, no development of property within the Jordanelle Basin Overlay Zone will be approved without verification from the District of an adequate water supply, including water rights and source capacity, to serve the proposed development. Parties must enter into a development and service agreement to obtain water service for the Property. After the Parties have entered into a development and service agreement, District will issue a final will-serve letter to Wasatch County. This Agreement must be in good standing with all fees paid before the District will issue a final will-serve letter. If, after District issues the final will-serve letter, Property Owner fails to comply with any term of this Agreement, District will rescind the final will-serve letter and any development and service agreement. In such event, District will record notice against the Property that sufficient water supply is not available to serve the Property. In the event a transfer or assignment as provided herein occurs after a final will-serve letter is issued, District will modify the final will-serve letter and any development and service agreement to reflect such transfer of or assignment.

F. Pledge Restriction. Property Owner will not pledge, infer, or otherwise represent to any party that the Reserved Supply can or will be delivered to the Property by the District without first obtaining the required approvals from Wasatch County and District which includes, without limitation, payment of impact fees and/or project costs, entering into a development and service agreement, and construction of required facilities.

G. Notice. All notices required or desired to be given hereunder shall be in writing and will be deemed to be given on the date of personal service or mailed by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the follow addresses:

To District:
P.O. Box 519
5360 N. Old Hwy 40
Heber City, Utah 84032

To Property Owner:
N Brockbank Investments, LLC
2265 East Murray Holladay Road
Holladay, UT 84117

H. Authority. Property Owner hereby represents and acknowledges that the person executing this Agreement is the authorized owner, agent, or representative of the Property Owner and is fully authorized to sign this agreement and bind the Property Owner as described herein.

I. Attorney's Fees. The Parties each agree that should any action arise as a result of this Agreement whether by filing suit or otherwise, the prevailing Party is entitled to the payment of all costs and expenses, including reasonable attorney's fees and court costs, incurred as a result of the action.

J. Entire Agreement. This Agreement, together with Exhibits attached hereto and documents referenced herein, contain the entire agreement between the Parties with respect to the reservation of the Water Supply and supersede any prior promises, representations, warranties, inducements, or understandings between the Parties which are not contained herein.

K. Captions. The captions or section headings contained in this Agreement are intended for convenience only and are not to be used to construe or limit the text herein.

L. No Liability of District Officials. No officer, representative, agent, or employee of the District shall be personally liable to the Property Owner or any successor or assign in the event of default or breach by the District or for any obligation arising under the terms of this Agreement.

M. No Third-Party Rights. The obligations of the Parties set forth in this Agreement shall not create any rights or obligations to any other person or party except the extent expressly provided herein.

N. Jurisdiction. Parties agree that this Agreement is governed by the laws of the State of Utah and any judicial action associated with this Agreement shall be taken in the Third Judicial District Court of and for Wasatch County, Utah.

O. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of any right to enforce such provision. The provisions may be waived only in writing by the Party intended to benefit from the provision, and waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

P. Severability. If any portion of this Agreement is held to be unenforceable, in whole or in part, the remaining provisions of the Agreement shall continue in full force and effect.

Q. Time of the Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

R. Amendment. This Agreement may only be amended by a writing signed by both Parties.

DATED effective as of the 13 day of Jan, 2021.

PROPERTY OWNER

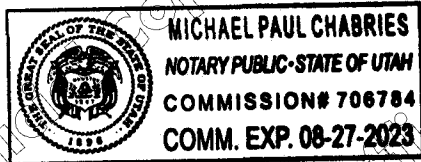
By: Nathan Brockbank
Its: munger

AGREED TO AND APPROVED:

Jordanelle Special Service District

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

On the 13 day of Jan 2021, Nathan Brockbank personally appeared before me in his/her capacity as munger of [Property Owner] and acknowledged and executed the foregoing Jordanelle Special Service District Water Reservation Agreement.



Michael Paul Chabries
Notary Public

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2021, _____ personally appeared before me in his/her capacity as _____ of the Jordanelle Special Service District and acknowledged and executed the foregoing Jordanelle Special Service District Water Reservation Agreement.

Notary Public

**EXHIBIT A
PROPERTY DESCRIPTION**

[Subject to inclusion within the District's Service Area or Boundary]

PARCEL 1:

A parcel of land located in the Northeast quarter of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

Beginning at a point on the Southerly right-of-way line of Highway U-189 and located South 00°34'37" West 975.18 feet and East 3961.53 feet from the Northeast corner of Section 2, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence along the Southerly right-of-way line of Highway U-189 the following three (3) courses: 1) North 88°34'36" East 82.10 feet to a right-of-way monument; thence 2) South 87°45'58" East 300.64 feet to a right-of-way monument; thence 3) 379.70 feet along the arc of a curve to the right having a radius of 1679.86 feet (chord bears South 78°04'35" East 378.90 feet) to a right-of-way monument located on the Summit-Wasatch County line; thence along the Summit-Wasatch County line South 15°43'12" East 622.62 feet; thence along the Summit-Wasatch County line South 30°02'07" West 491.28 feet to County Monument 137; thence along the Summit-Wasatch County line South 07°49'47" East 152.51 feet; thence North 89°58'46" West 696.76 feet; thence North 1263.44 feet to the point of beginning.

PARCEL 1A:

An easement 20 feet wide being ten feet on either side of the centerline of an old roadway that begins at a point on the County Road located in the Richardson Flat area about 1.5 miles East of the U. S. Highway 40 overpass and about 0.5 miles from the Wasatch/Summit County line, said point lying East 3600.72 feet and South 2893.79 feet, more or less, from the section corner common to the Northeast corner of Section 2 and the Northwest corner of Section 1, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 32°28'54" East 57.17 feet; thence North 02°32'16" East 579.91 feet; thence North 10°53'24" East 97.08 feet; thence North 09°05'38" East 92.83 feet; thence North 03°22'04" West 62.44 feet; thence North 08°44'59" West 144.68 feet; thence North 01°30'29" West 139.38 feet; thence North 08°58'35" East 70.53 feet; thence North 17°56'05" East 131.03 feet; thence North 18°58'39" East 124.08 feet; thence North 25°01'33" East 60.70 feet; thence North 49°46'31" East 62.46 feet; thence North 86°11'15" East 55.14 feet; thence North 81°52'23" East 51.88 feet; thence South 66°02'46" East 36.13 feet, more or less, to the Westerly side line of the Richardson Flat parcel.

Tax Id No.: SS-87-B-X

Boundary Consultants

EXHIBIT B

A parcel of land lying and situate in Section 7, and the South Half of Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian. Comprising the remaining 78.52 acres of the following two (2) Wasatch County Tax Parcels 1) 00-0021-3161 and 2) 00-0021-3163, described in that certain Warranty Deed recorded as Entry 453693, in book 1227, at pages 1627 - 1633 of the Wasatch County records. Excepting therefrom that particular parcel of land described in that certain Warranty Deed recorded as Entry 454822, in book 1230 at pages 1206 - 1208 of said county records.

Basis of bearing for subject parcel being South 89°04'46" West 2641.14 feet measured with the north line of the Northeast Quarter of said Section 7. Subject parcel being more particularly described as follows:

Commencing at the Northeast Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°04'46" West 2094.25 feet to a point on the southwesterly Right of Way line of SR 248 and the True Point of Beginning:

Thence the following three (3) courses coincident with said right of way 1) South 48°59'43" East 465.48 feet to a number 5 rebar and aluminum cap stamped "PLS 356548"; 2) South 65°52'29" East 259.50 feet to a point of curvature to a number 5 rebar and aluminum cap stamped "PLS 356548"; 3) Southerly 1636.16 feet along the arc of a 3709.72 foot radius curve to the right (center bears South 48°39'09" West) through a central angle of 25°16'13" to a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence continuing along said curve and the old right of way line of U.S Highway 189, Highway 40, Southerly 704.10 feet along the arc of said 3709.72 foot radius curve to the right (center bears South 73°55'23" West) through a central angle of 10°52'29"; Thence departing said old right of way, South 26°22'31" West 276.72 feet to a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence North 88°03'26" West 367.00 feet along an ancient fence line and Agreement line recorded as Entry 186252 of the Wasatch county Records to a number 5 rebar and cap stamped "McNeil"; Thence the following eight (8) courses coincident with the perimeter of that particular parcel of land described in that certain Warranty Deed recorded as Entry #220324 of the Wasatch County Records and depicted upon that certain Record of Survey performed by McNeil Engineering, filed with the Wasatch County Surveyor as Survey #1237, 1) North 11°18'22" East 459.43; 2) North 81°59'52" West 8.62 feet; 3) North 78°32'09" West 38.85 feet; 4) North 89°38'58" West 53.64 feet; 5) North 81°33'13" West 326.73 feet; 6) North 83°24'39" West 154.75 feet; 7) North 85°09'53" West 155.77 feet to a number 5 rebar and cap stamped "McNeil"; 8) South 00°34'00" West 516.71 feet to a point on the aforesaid Agreement Line and a number rebar and cap stamped "McNeil"; Thence North 88°02'03" West 850.24 feet coincident with said agreement line and the prolongation thereof to a point on the easterly right of way line of Jordanelle Parkway and a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence the following Eight (8) courses coincident with said east right of way line, 1) North 62°53'59" East 171.88 feet to a point of curvature and a number 5 rebar and aluminum cap stamped "PLS 356548"; 2) Northerly 973.14 feet along the arc of a 598.68 foot radius to the left (center bears North 27°06'01" West) through a central angle of 93°07'52" to a point of tangency to a number 5 rebar and aluminum cap stamped "PLS 356548"; 3) North 30°13'53" West 228.80 feet to a point of curvature and a number 5 rebar and aluminum cap stamped "PLS 356548"; 4) Northerly 528.29 feet along the arc of a 930.37 foot radius curve to the right (center bears North 59°46'07" East) through a central angle of 32°32'03" to a point of tangency and a number 5 rebar and aluminum cap stamped "PLS 356548"; 5) North 02°18'10" East 427.16 feet to a point

of curvature and a number 5 rebar and aluminum cap stamped "PLS 356548"; 6) Northerly 99.71 feet along the arc of a 741.78 foot radius curve to the left (center bears North 87°41'50" West) through a central angle of 07°42'07" to a point of compound curvature and a number 5 rebar and aluminum cap stamped "PLS 356548"; 7) Northwesterly 437.16 feet along the arc of a 537.50 foot radius curve to the left (center bears South 84°36'03" West) through a central angle of 46°35'59" to a point on the arc of a non-tangent curve; 8) Northerly 438.88 feet along the arc of a 1005.37 foot radius curve to the right (center bears North 38°00'07" East) through a central angle of 25°00'42" to a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence departing said easterly right of way line, North 62°56'24" East 48.90 feet along a radial line to a number 5 rebar and cap stamped "PLS 356548"; Thence northwesterly 106.28 along the arc of a 955.37 foot radius curve to the right (center bears North 62°56'24" East) through a central angle of 06°22'30" to a point of tangency and a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence North 20°41'09" West 282.00 feet to a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence North 69°08'44" East 50.00 feet to a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence South 20°41'09" East 87.08 feet to a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence North 45°03'33" East 105.30 feet to a point on the westerly right of way of SR-248 and a number 5 rebar and aluminum cap stamped "PLS 356548"; Thence the following two (2) courses coincident with said right of way 1) South 56°09'40" East 687.17 feet to a number 5 rebar and aluminum cap stamped "PLS 356548"; 2) South 48°59'44" East 232.72 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM: (FRISBEY PARCEL, Entry 454822)

A parcel of land lying and situate in the Northeast Quarter of Section 7 Township 2 South, Range 5 East, Salt Lake base and Meridian. Comprising 2.00 acres of Wasatch County Tax Parcel 00-0007-2004. Basis of bearing for subject parcel being South 00°18'57" East 2736.61 feet measured coincident with the east line of the Northeast Quarter of said Section 7. Subject parcel being more particularly described as follows:

Commencing at the East Quarter Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South 89°51'40" West 778.41 feet coincident with the Center Quarter Section Line to the True Point of Beginning; Thence South 26°03'25" West 28.96 feet; Thence North 88°13'46" West 222.61 feet; Thence North 07°22'24" East 407.95 feet; Thence South 83°03'58" East 150.15 feet; Thence South 15°28'44" East 176.66 feet to a point of curvature; Thence southerly 97.71 feet along the arc of a 330.00 foot radius curve to the left (center bears North 74°31'16" East) through a central angle of 16°57'51"; Thence South 26°03'25" West 120.34 feet to the point of beginning.

Boundary Consultants

EXHIBIT C

A parcel of land lying and situate in the North Half of Section 7, Township 2 South, Range 5 East, Salt Lake base and Meridian. Comprising the 7.65 acre remainder parcel of Wasatch County Tax Parcel 00-0021-3164, described in that certain Warranty Deed recorded as Entry 453230, in Book 1226, at Pages 1230 - 1232 of the Wasatch County Records. Excepting therefrom all those portions lying in Section 6, Township 2 South, Range 5 East, Salt Lake base and Meridian and the legal bounds of Jordanelle Parkway Right of Way Dedication, Entry 447875, Book 1213, Page 1519 of Wasatch County Records.

Basis of bearing for subject parcel being South $89^{\circ}04'46''$ West 2641.14 feet measured with the north line of the Northeast Quarter of said Section 7. Subject parcel being more particularly described as follows:

Commencing at the North Quarter Corner of Section 7, Township 2 South, Range 5 East, Salt Lake Base and Meridian, thence South $89^{\circ}05'03''$ West 248.07 feet coincident with the north line of the Northwest Quarter of said Section 7 to a point on the westerly Right of Way line of Jordanelle Parkway (Dedication Plat, Recorded January 30, 2018 as Entry 447875 of the Wasatch County Records) and the True Point of Beginning:

Thence the following five (5) courses coincident with said right of way 1) Southeasterly 331.80 feet along the arc of a 1080.37 foot radius curve to the left (center bears North $55^{\circ}35'54''$ East) through a central angle of $17^{\circ}35'48''$ to a point of reverse Curvature; 2) Southerly 376.16 feet along the arc of a 462.50 foot radius curve to the right (center bears South $38^{\circ}00'06''$ West) through a central angle of $46^{\circ}35'57''$ to a point of compound curvature; 3) Southerly 89.63 feet along the arc of a 666.78 foot radius curve to the right (center bears South $84^{\circ}36'03''$ West) through a central angle of $07^{\circ}42'07''$ to a point of tangency; 4) South $02^{\circ}18'10''$ West 427.16 feet to a point of curvature; 5) Southerly 43.39 feet along the arc of a 1005.37 foot radius curve to the left (center bears South $87^{\circ}41'50''$ East) through a central angle of $02^{\circ}28'22''$; Thence departing said right of way South $89^{\circ}53'38''$ West 83.72 feet; Thence North $28^{\circ}16'22''$ West 135.68 feet; Thence North $26^{\circ}20'22''$ West 1113.78 feet; Thence North $89^{\circ}05'03''$ East 255.80 feet to the point of beginning.