

RETURN TO:

TRUST LANDS ADMIN
359 E. RIVERSIDE DR
ST. GEORGE UT 84770

00654773 Bk 1340 Pg 0733
RUSSELL SHIRTS * WASHINGTON CO RECORDER
1999 JUL 13 14:24 PM FEE \$.00 BY BJ
FOR: HURRICANE CITY

AMENDMENT

TO

PLANNED UNIT DEVELOPMENT AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into on this 1 day of July, 1999, by and amount the CITY OF HURRICANE, a municipal corporation of the State of Utah (the "City"); and the STATE OF UTAH acting through the DIVISION OF STATE LANDS AND FORESTRY, now SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION ("State").

RECITALS

Whereas, Trust Lands is the owner of certain industrial properties located in the City of Hurricane, which properties are more particularly described on Exhibit 1 attached hereto and herein incorporated by reference (the "Industrial Property"); and

Whereas, in 1993, Trust Lands entered into a development lease with Ric Sant Construction Company ("Sant"), which lease provided for the development of the Industrial Property as well as certain other properties owned by Trust Lands; and

Whereas, on or about February 10, 1993 the City, Trust Lands, Sant and a company related to Sant, Gateway Centre Property Management, Inc. entered into a Planned Unit Development Agreement, which agreement was recorded with the Washington County Recorder on October 29, 1993 as entry number 448154 in Book 768, Pages 396-400 (the "Development Agreement"); and

Whereas the Development Agreement addresses issues associated with the Development of the Industrial Property, as well as certain other properties owned by Trust Lands; and

Whereas, the lease agreement with Sant has been terminated in so far as it pertains to the Industrial Property and accordingly, Sant and his related entities have no further interest in the Industrial Property; and

Whereas, the City and Trust Lands now desire to amend the Development Agreement to eliminate its applicability to the Industrial Property and to provide for certain other things;

Now therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this agreement agree that the Development Agreement shall be, and hereby is, amended in the following particulars:

1. There is excluded from the description found in Attachment "D" to the agreement all land within the District which is zoned for industrial / manufacturing uses. The land omitted specifically includes the land described on Exhibit 1 attached hereto.
2. Paragraph 2b on page 4 of the agreement is amended to omit the work ~~work~~ "industrial." *2*
3. Paragraph 3c on page 7 of the agreement is omitted.
4. Paragraph 7 on page 8 of the agreement is omitted.

5. There is added a new paragraph 11 to the agreement, which reads as follows:

11. All other provisions herein to the contrary notwithstanding, no part of this agreement or the attachments referred to herein shall be applicable to properties zoned for industrial/ manufacturing uses.

6. The parties agree that any conveyance or subsequent use of property in the Gateway Business Park shall be subject to those covenants, conditions and restrictions contained in the document entitled "Declaration of Covenants, Conditions and Restrictions of the Gateway Business Park," a copy of which is attached hereto as "Exhibit A" and incorporated herein as if fully set forth, and that this Amendment shall not become effective until such time that the Declaration is recorded at the office of the Washington County Recorder in St. George, Utah.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) provided below.

HURRICANE CITY

By: *Douglas Carner* Dated *July 1*, 1999

STATE OF UTAH
TRUST LANDS ADMINISTRATION

By: *Dan T. T...* Dated *July 8*, 1999.

APPROVED AS TO FORM:

By: *Fay E. Reber* Dated *July 1*, 1999
Fay E. Reber, Hurricane City Attorney

By: *Ralph...* Dated *July 8*, 1999.
Attorney General, State of Utah

STATE OF UTAH)

COUNTY OF Salt Lake)
WASHINGTON) ss.

On the 8 day of July, 1999, personally appeared before me David T. Teece, who being duly sworn, says that he she is the Director of the **School and Institutional Trust Lands Administration**, an agency of the State of Utah, the party which executed the above and foregoing instrument and that said instrument was signed in behalf of the State of Utah by authority law ans said David T. Teece Acknowledged to me the State of Utah execute the same.

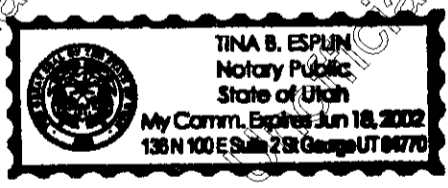


Dana Henson
NOTARY PUBLIC
Residing at Salt Lake

STATE OF UTAH)

COUNTY OF Washington)
~~SALT LAKE~~) ss.

On the 1st day of July, 1999, personally appeared before me Douglas Garner, who being duly sworn, says that he is the **Mayor of Hurricane City, Utah**, and that he executed the above and foregoing instrument on behalf of said city with full authority to do so.



Tina B. Esplin
NOTARY PUBLIC
Residing at: H. George Utah

Exhibit No. 1
1 of 4

Parcel No. 5 (to 15% Slope)

That Part of the NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at the SW corner of the NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 34 (Brass Cap), Township 41 South, Range 16 West, Salt Lake Base and Meridian and thence N $00^{\circ} 39' 15''$ W 743.15 feet along the West line of said NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 34 to the East line of the Highway 91 realignment right-of-way, said point being also on the arc of a 650.00 foot radius curve to the left (radius point of which bears N $70^{\circ} 34' 57''$ W); thence Northerly 279.69 feet along the arc of said curve and right-of-way to the point of tangency; thence N $05^{\circ} 14' 12''$ W 39.89 feet along said right-of-way to the point of a 550.00 foot radius curve to the right; thence Northerly 239.61 feet along the arc of said curve and right-of-way to the point of tangency; thence N $19^{\circ} 43' 29''$ E 37.98 feet along said right-of-way to the North line of said NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 34; thence leaving said right-of-way running S $89^{\circ} 54' 12''$ E 1019.50 feet along said North line of NW $\frac{1}{4}$, SE $\frac{1}{4}$, Section 34; thence S $26^{\circ} 24' 52''$ W 279.74 feet; thence S $41^{\circ} 41' 50''$ W 1443.16 feet to the point of beginning. Containing 17.506 acres more or less.

Parcel No. 6 (to 15% Slope)

That Part of the East $\frac{1}{2}$ of the NE $\frac{1}{4}$, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at a point S $89^{\circ} 41' 58''$ W 99.61 feet along the section line from the NE corner, Section 34 (Brass Cap), Township 41 South, Range 14 West, Salt Lake Base and Meridian and running thence S $23^{\circ} 21' 57''$ W 158.39 feet; thence S $15^{\circ} 46' 48''$ W 400.00 feet; thence S $30^{\circ} 41' 15''$ W 431.97 feet; thence S $21^{\circ} 17' 10''$ W 279.00 feet; thence S $30^{\circ} 58' 38''$ W 549.17 feet; thence S $42^{\circ} 22' 21''$ W 617.88 feet to the West line the East $\frac{1}{2}$ said Section 34; thence N $01^{\circ} 04' 51''$ W 1464.59 feet along said line to the East line of the Highway 91 realignment, said point being also on the arc of an 800.00 foot radius curve to the left (radius point of which bears N $70^{\circ} 40' 01''$ W); thence Northerly 285.06 feet along the arc of said curve and right-of-way to the point of tangency; thence N $01^{\circ} 05' 00''$ W 296.88 feet along said right-of-way to the point of an 866.19 foot radius curve to the right; thence Northerly 41.77 feet along the arc of said curve and right-of-way to the North line of said Section 34; thence leaving said right-of-way line running N $89^{\circ} 41' 58''$ E 1180.48 feet along said section line to the point of beginning. Containing 34.073 acres more or less.

Exhibit No. 1

2 of 4

Parcel No. 47 (75% Slope)

That Part of the SE ¼, SW ¼, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at the SW corner of SE ¼, SW ¼, Section 34 (Brass Cap), Township 41 South, Range 14 West, Salt Lake Base and Meridian and running thence N 00° 15' 02" W 1333.84 feet along the West line of said SE ¼, SW ¼, Section 34 to the NW corner said SE ¼, SW ¼, Section 34; thence N 89° 57' 42" E 1354.24 feet along the North line of said SE ¼, SW ¼, Section 34 to the NE corner of said SE ¼, SW ¼, Section 34; thence S 40° 05' 23" W 641.56 feet; thence S 32° 43' 07" W 615.41 feet; thence S 52° 40' 27" W 537.23 feet to the South line of said SE ¼, SW ¼, Section 34; thence S 89° 52' 24" W 175.40 feet along said line to the point of beginning. Containing 24.990 acres more or less.

Less and excepting the Highway 91 realignment right-of-way described as follows:

Beginning on the East line of the Highway 91 realignment right-of-way at a point which is N 00° 15' 02" W 516.49 feet along the 1/16 line from the SW corner of SE ¼, SW ¼, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian and running along said right-of-way as follows; thence N 65° 23' 53" E 160.75 feet to the point of a 650.00 foot radius curve to the left; thence Northeasterly 318.49 feet along the arc of said curve to the point of tangency; thence N 37° 19' 27" E 696.77 feet to the North line of the SE ¼, SW ¼ said Section 34; thence S 89° 57' 42" W 125.82 feet along said North line of the SE ¼, SW ¼, Section 34 to the West line of said Highway 91 realignment right-of-way; thence along said right-of-way as follows; S 37° 19' 27" W 620.42 feet to the point of a 550.00 foot radius curve to the right; thence Southwesterly 269.49 feet along the arc of said curve to the point of tangency; thence S 65° 23' 53" W 115.49 feet to the West line of said SE ¼, SW ¼, Section 34; thence S 00° 15' 02" E 109.77 feet along said West line of the SE ¼, SW ¼ to the point of beginning. Containing 2.503 acres more or less.

Exhibit No. 1
3 of 4

Parcel No. 3 (to 15% Slope)

That Part of the NW 1/4 of Section 3, Township 42 South, Range 14 West, Salt Lake Base and Meridian being described as follows:

Beginning on the arc of a curve on the East right-of-way line of the Highway 91 realignment at a point which is S 00° 29' 50" E 141.73 feet along the section line from the NW corner of Section 3 (Brass Cap), Township 21 South, Range 14 West, Salt Lake Base and Meridian and running thence S 00° 29' 50" E 1181.52 feet along the section line to the SW corner of the NW 1/4, NW 1/4 said Section 3 (Brass Cap); thence S 00° 30' 54" E 230.97 feet along the section line; thence N 42° 34' 16" E 1546.73 feet; thence N 47° 41' 26" E 488.01 feet; thence N 52° 40' 27" E 149.04 feet to a point on the North line of the NE 1/4, NW 1/4 said Section 3; thence S 89° 52' 24" W 175.40 feet along the section line to the NW corner of the NE 1/4, NW 1/4 said Section 3 (Brass Cap); thence S 89° 51' 27" W 1136.43 feet to the East right-of-way line of said Highway 91 realignment; thence S 65° 23' 53" W 71.47 feet along said Highway 91 right-of-way to the point of a 550.00 foot radius curve to the left; thence Southwesterly 197.74 feet along the arc of said curve and said right-of-way to the point of beginning. Containing 25.839 acres more or less.

State Trust Lands - Gateway

Parcel No. 1 (to 15% Slope)

That Part of the Southeast $\frac{1}{4}$ of Section 33, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at a point N $89^{\circ} 57' 47''$ E 217.19 feet along the section line from the South $\frac{1}{4}$ corner of Section 33 (Brass Cap), Township 41 South, Range 14 West, Salt Lake Base and Meridian and running thence N $18^{\circ} 44' 33''$ E 328.70 feet; thence N $01^{\circ} 42' 08''$ W 302.68 feet; thence N $22^{\circ} 32' 38''$ E 235.13 feet to the West boundary line of the Wall Mart property; thence S $25^{\circ} 04' 09''$ E 916.99 feet along said boundary to the South line of said Section 33; thence S $89^{\circ} 57' 47''$ W 575.32 feet along said section line to the point of beginning. Containing 5.482 acres more or less.

Parcel No. 2

That Part of Sectional Lot 1 in the NE $\frac{1}{4}$, Section 4, Township 42 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning on the arc of a curve on the East right-of-way line of the Highway 91 realignment at a point which is S $00^{\circ} 29' 50''$ E 141.73 feet along the section line from the NE corner, Section 4 (Brass Cap), Township 42 South, Range 14 West, Salt Lake Base and Meridian and running thence S $00^{\circ} 29' 50''$ E 1181.52 feet along the section line to the SE corner of Sectional Lot 1 of said Section 4; thence N $89^{\circ} 59' 49''$ W 993.45 feet along the South line of said Sectional Lot 1 to the East right-of-way line of said Highway 91 realignment; thence N $39^{\circ} 41' 10''$ E 1488.01 feet along said right-of-way line to the point of a 550.00 foot radius curve to the right; thence Northeasterly 49.07 feet along the arc of said curve and said right-of-way line to the point of beginning. Containing 13.510 acres more or less.

Exhibit A
to
AMENDMENT TO
PLANNED UNIT DEVELOPMENT AGREEMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE
GATEWAY BUSINESS PARK

WHEREAS, GATEWAY, L.C., a Utah Limited Liability Company and THE STATE OF UTAH, acting through the School and Institutional Trust Lands Administration (collectively referred to herein as the "Declarant") is the owner of a certain tract of land commonly known as the Gateway Business Park, which land is located in Hurricane City, Washington County, State of Utah, and more particularly described in Exhibit "A", attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant desires to subject the land described in Exhibit "A" to certain covenants and restrictions,

NOW, Declarant, hereby declares that the tract of land described in Exhibit "A" shall be conveyed subject to the following restrictions, covenants and conditions:

1. **State, Local Law.** Where state statutes or local ordinances, rules and regulations impose conditions or restrictions which are more restrictive than those contained in these conditions, covenants and restrictions, said state statutes or local ordinances, rules and regulations shall govern.
2. **Hazardous Materials.** "Hazardous Materials", as hereafter defined, shall be used, kept or stored on the Property in a manner which complies fully with all "Hazardous Materials Laws", as hereafter defined, including, all federal, state and local laws, ordinances and regulations relating to or involving the use, generation, manufacture, storage, discharge, release, disposal or transportation of any materials, substances or wastes which are considered to be or may be hazardous to human health or safety or to the

environment due to their radioactivity, ignitability, corrosivity, reactivity, carcinogenicity, infectiousness or other harmful or potential harmful properties and which are defined as or included in the definition of "hazardous materials," "toxic substances" or "chemicals known to cause cancer or reproductive toxicity" under any "Hazardous Materials Laws" (collectively, "Hazardous Materials"). All laws, ordinances and regulations relating to industrial hygiene, environmental protect in or the use, analysis, generation, manufacture, storage, discharge, release, disposal or transportation of Hazardous Materials are collectively referred to herein as "Hazardous Materials Laws". Each purchaser of any portion of the Property does further agree and covenant, for itself and for its heirs successors and assigns, that it shall indemnify and hold harmless the Declarant, its heirs, successors and assigns, and any other neighboring landowner from and against any liability, damage, suit or claim arising by virtue of said purchaser's permitting Hazardous Materials to be brought, stored or discharged upon the Property.

3. **Equipment, materials and supplies used in purchaser's business.** All equipment, materials and supplies used in the operation of purchaser's business shall be stored in secure enclosures, so as not to be visible from Highway 91 or internal public roadways and so as not to be hazardous to the public. Screening and landscaping shall be utilized as necessary to accomplish the foregoing. Notwithstanding the foregoing, picnic tables may be placed on the lawn areas for use by owners and their employees. All trash receptacles in the picnic area shall be covered and screened.
4. **Parking.** Each building shall be constructed with adequate parking. Owners shall be required to provide a minimum of number of parking spaces as required by the applicable zoning laws in effect at the time of construction.
5. **Grounds must be landscaped and maintained.** The grounds sur-

rounding each building constructed on the property shall be landscaped and regularly maintained by the Owners so as to be in a clean, neat and attractive condition. Owners shall maintain any park strip adjoining Owners' property.

6. **Signs on the Property.** Signs shall be erected on the Property only as permitted under the applicable zoning laws. All signs shall be subject to prior written approval by Declarant in order to maintain uniformity and aesthetic quality. No other signs of any nature shall be erected, except for traffic and directional signs.
7. **Smoking.** Each owner shall be required to fully comply with the requirements of the Utah Indoor Clean Air Act.
8. **Building maintenance.** All buildings, improvements and appurtenances shall be maintained in the first-class manner. Owners shall regularly clean public areas of buildings, and shall repaint buildings as needed.
9. **Discharge of waste water.** Owners shall not permit the discharge of used water outside of the buildings, except through municipally-approved sewers, subject to the rules and regulations of the Ash Creek Special Service District.
10. **Height of buildings.** No building shall exceed the height permitted in the applicable zoning laws.
11. **Exterior design of buildings.** All buildings shall have exteriors which are compatible with other buildings located on the Property, as reasonably determined by Declarant, in its sole discretion.
12. **Areas where parking is banned.** There shall be no parking permitted on roadways. Handicapped parking shall be provided, as may be required under the Americans With Disabilities Act or other applicable law.
13. **Trash receptacles.** Trash receptacles for ordinary waste and recyclables shall be maintained in trash enclosures. They shall not be permitted to constitute an nuisance or danger to neighboring properties or uses.

14. **Prohibited uses.** No parcel of the Property shall be used for any purpose or business that is prohibited by the zoning application to the Property at any given time. Further, the following uses or any use substantially similar to any of the following is expressly prohibited in the Property:
- (a) Residential purposes, except for the dwelling of watchmen or other employees whose residence on the Property forms an integral part of the operation as approved by the Special Review Board;
 - (b) The manufacture, storage, distribution or sale of explosives;
 - (c) The salvage, wrecking or stripping of wrecked vehicles, or the storage in bulk of junk, secondhand or unsightly materials of any type;
 - (d) Stock and feed yard;
 - (e) Food processing which involves the slaughter of animals or the use of animal carcasses; and
 - (f) Recreational activities including courses for vehicular racing, the use of specialized recreational equipment, spectator sports, performances arenas, and entertainment establishments of a commercial nature.
15. **Approval of Plans.** Before commencing the construction or alteration of any buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on the Property, and the property owner shall first submit site plans or plans and specifications to the Declarant for its written approval. In the event that the Declarant, or its designated representative shall fail to approve or disapprove the building plans, specifications or site plans within thirty (30) days after they have been submitted to Declarant, the approval will not be required and this covenant will be deemed to have been complied with.
16. **Temporary structures.** No temporary buildings or other temporary structures shall be permitted on the Property; provided, however, trailers,

temporary buildings and the like shall be permitted for construction purposes during the construction of a permanent building. The location and nature of such structures must be submitted to and approved by Declarant and shall be placed as inconspicuously as possible, shall cause no inconvenience to any owner or occupier of any other portion of the Property, and shall be removed not later than thirty (30) days after the date of substantial completion for beneficial occupancy of the building in connection with which the temporary structure was used.

17. **Partial invalidity.** The invalidation of any one of the restrictions in this instrument or the failure to enforce any of the restrictions at the time of its violation shall in no event affect any of the other restrictions nor be deemed a waiver of the right subsequently to enforce the unenforced restriction.
18. **Restrictions to run with land.** All restrictions, conditions and covenants herein shall run with the land and continue as such for a period of twenty-five (25) years from the date hereof, unless the owners of two thirds of the Property shown an Exhibit "A" shall covenant to alter, modify or eliminate any or all of these restrictions.
19. **Enforcement, waiver and binding effect of restrictions.** The provisions herein contained shall bind and be to the benefit of, and be enforceable at law and in equity by, Declarant, its successors and assigns, or by the grantee of any portion of the Property Exhibit "A". Failure by Declarant, its successors and assigns, or any grantee to enforce any of the restrictions, conditions and covenants herein contained shall in no event be deemed a waiver of the right to do so thereafter, and shall not subject Declarant to any liability for failure to enforce.
20. **Delegation of approval rights.** Declarant shall have the right to delegate all its rights of approval described herein. Such delegation may subsequently be terminated, altered and reassigned as Declarant deems

advisable by submitting written notice thereof to all owners of properties subject to this Declaration. Effective as of the date of this Declaration, Declarant does hereby delegate the exercise of Declarant's rights of approvals hereunder to: Gateway, L.C., a Utah Limited Liability Company, c/o Perry & Associated, Inc., 64 East 6400 South, Suite 220, Murray, Utah 84107

DATED this ____ day of _____, 1999.

THE STATE OF UTAH, Acting through the School and Institutional Trust Lands Administration

By: _____
Its: _____

STATE OF UTAH

: ss.

COUNTY OF WASHINGTON)

On the ____ day of _____, 1999, personally appeared before me _____, who being duly sworn, says that he / she is the _____, of the **School and Institutional Trust Lands Administration**, an agency of the State of Utah, the party which executed the above and foregoing instrument and that said instrument was signed in behalf of the State of Utah by authority law ans said _____ Acknowledged to me the State of Utah execute the same.

NOTARY PUBLIC

Residing at: _____

Job No. 172

State Trust Lands - Gateway

Parcel No. 1 (to 15% Slope)

That Part of the Southeast $\frac{1}{4}$ of Section 33, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at a point N $89^{\circ} 57' 47''$ E 217.19 feet along the section line from the South $\frac{1}{4}$ corner of Section 33 (Brass Cap), Township 41 South, Range 14 West, Salt Lake Base and Meridian and running thence N $18^{\circ} 44' 33''$ E 328.70 feet, thence N $01^{\circ} 42' 08''$ W 302.68 feet, thence N $22^{\circ} 32' 38''$ E 235.13 feet to the West boundary line of the Wall Mart property; thence S $25^{\circ} 04' 09''$ E 916.99 feet along said boundary to the South line of said Section 33; thence S $89^{\circ} 57' 47''$ W 575.32 feet along said section line to the point of beginning. Containing 5.482 acres more or less.

Parcel No. 2

That Part of Sectional Lot 1 in the NE $\frac{1}{4}$, Section 4, Township 42 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning on the arc of a curve on the East right-of-way line of the Highway 91 realignment at a point which is S $00^{\circ} 29' 50''$ E 141.73 feet along the section line from the NE corner, Section 4 (Brass Cap), Township 42 South, Range 14 West, Salt Lake Base and Meridian and running thence S $00^{\circ} 29' 50''$ E 1181.52 feet along the section line to the SE corner of Sectional Lot 1 of said Section 4; thence N $89^{\circ} 59' 49''$ W 993.45 feet along the South line of said Sectional Lot 1 to the East right-of-way line of said Highway 91 realignment; thence N $39^{\circ} 41' 10''$ E 1488.01 feet along said right-of-way line to the point of a 550.00 foot radius curve to the right; thence Northeasterly 49.07 feet along the arc of said curve and said right-of-way line to the point of beginning. Containing 13.510 acres more or less.

Parcel No. 3 (to 15% Slope)

That Part of the NW ¼ of Section 3, Township 42 South, Range 14 West, Salt Lake Base and Meridian being described as follows:

Beginning on the arc of a curve on the East right-of-way line of the Highway 91 realignment at a point which is S 00° 29' 50" E 141.73 feet along the section line from the NW corner of Section 3 (Brass Cap), Township 21 South, Range 14 West, Salt Lake Base and Meridian and running thence S 00° 29' 50" E 1181.52 feet along the section line to the SW corner of the NW ¼, NW ¼ said Section 3 (Brass Cap); thence S 00° 30' 54" E 230.97 feet along the section line; thence N 42° 34' 16" E 1546.73 feet; thence N 47° 41' 26" E 486.01 feet; thence N 52° 40' 27" E 149.04 feet to a point on the North line of the NE ¼, NW ¼ said Section 3; thence S 89° 52' 24" W 175.40 feet along the section line to the NW corner of the NE ¼, NW ¼ said Section 3 (Brass Cap); thence S 89° 51' 27" W 1136.43 feet to the East right-of-way line of said Highway 91 realignment; thence S 65° 23' 53" W 71.47 feet along said Highway 91 right-of-way to the point of a 550.00 foot radius curve to the left; thence Southwesterly 197.74 feet along the arc of said curve and said right-of-way to the point of beginning. Containing 25.839 acres more or less.

Parcel No. 4 (to 15% Slope)

That Part of the SE ¼, SW ¼, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at the SW corner of SE ¼, SW ¼, Section 34 (Brass Cap), Township 41 South, Range 14 West, Salt Lake Base and Meridian and running thence N 00° 15' 02" W 1333.84 feet along the West line of said SE ¼, SW ¼, Section 34 to the NW corner said SE ¼, SW ¼, Section 34; thence N 89° 57' 42" E 1354.24 feet along the North line of said SE ¼, SW ¼, Section 34 to the NE corner of said SE ¼, SW ¼, Section 34; thence S 40° 05' 23" W 641.58 feet; thence S 32° 43' 07" W 615.41 feet; thence S 52° 40' 27" W 537.23 feet to the South line of said SE ¼, SW ¼, Section 34; thence S 89° 52' 24" W 175.40 feet along said line to the point of beginning. Containing 24.990 acres more or less.

Less and excepting the Highway 91 realignment right-of-way described as follows:

Beginning on the East line of the Highway 91 realignment right-of-way at a point which is N 00° 15' 02" W 516.49 feet along the 1/16 line from the SW corner of SE ¼, SW ¼, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian and running along said right-of-way as follows; thence N 65° 23' 53" E 160.75 feet to the point of a 650.00 foot radius curve to the left; thence Northeasterly 318.49 feet along the arc of said curve to the point of tangency; thence N 37° 19' 27" E 696.77 feet to the North line of the SE ¼, SW ¼ said Section 34; thence S 89° 57' 42" W 125.82 feet along said North line of the SE ¼, SW ¼, Section 34 to the West line of said Highway 91 realignment right-of-way; thence along said right-of-way as follows; S 37° 19' 27" W 620.42 feet to the point of a 550.00 foot radius curve to the right; thence Southwesterly 269.49 feet along the arc of said curve to the point of tangency; thence S 65° 23' 53" W 115.49 feet to the West line of said SE ¼, SW ¼, Section 34; thence S 00° 15' 02" E 109.77 feet along said West line of the SE ¼, SW ¼ to the point of beginning. Containing 2.503 acres more or less.

Parcel No. 5 (to 15% Slope)

That Part of the NW ¼, SE ¼, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at the SW corner of the NW ¼, SE ¼, Section 34 (Brass Cap), Township 41 South, Range 16 West, Salt Lake Base and Meridian and thence N 00° 39' 15" W 743.15 feet along the West line of said NW ¼, SE ¼, Section 34 to the East line of the Highway 91 realignment right-of-way, said point being also on the arc of a 650.00 foot radius curve to the left (radius point of which bears N 70° 34' 57" W); thence Northerly 279.69 feet along the arc of said curve and right-of-way to the point of tangency; thence N 05° 14' 12" W 39.89 feet along said right-of-way to the point of a 550.00 foot radius curve to the right; thence Northerly 239.61 feet along the arc of said curve and right-of-way to the point of tangency; thence N 19° 43' 29" E 37.98 feet along said right-of-way to the North line of said NW ¼, SE ¼, Section 34; thence leaving said right-of-way running S 89° 54' 12" E 1019.50 feet along said North line of NW ¼, SE ¼, Section 34; thence S 26° 24' 52" W 279.74 feet; thence S 41° 41' 50" W 1443.16 feet to the point of beginning. Containing 17.506 acres more or less.

Parcel No. 6 (to 15% Slope)

That Part of the East ½ of the NE ¼, Section 34, Township 41 South, Range 14 West, Salt Lake Base and Meridian described as follows:

Beginning at a point S 89° 41' 58" W 99.61 feet along the section line from the NE corner, Section 34 (Brass Cap), Township 41 South, Range 14 West, Salt Lake Base and Meridian and running thence S 23° 21' 57" W 158.39 feet; thence S 15° 46' 48" W 400.00 feet; thence S 30° 41' 15" W 431.97 feet; thence S 21° 17' 10" W 279.00 feet; thence S 30° 58' 38" W 549.17 feet; thence S 42° 22' 21" W 617.88 feet to the West line the East ½ said Section 34; thence N 01° 04' 51" W 1464.59 feet along said line to the East line of the Highway 91 realignment, said point being also on the arc of an 800.00 foot radius curve to the left (radius point of which bears N 70° 40' 01" W); thence Northerly 285.06 feet along the arc of said curve and right-of-way to the point of tangency; thence N 01° 05' 00" W 296.88 feet along said right-of-way to the point of an 866.19 foot radius curve to the right; thence Northerly 41.77 feet along the arc of said curve and right-of-way to the North line of said Section 34; thence leaving said right-of-way line running N 89° 41' 58" E 1180.48 feet along said section line to the point of beginning. Containing 34.073 acres more or less.