

**OUT OF DISTRICT SERVICE AGREEMENT**

This Out of District Service Agreement (“Agreement”) is entered into this 15<sup>th</sup> day of October, 2020, between Mountain Green Sewer Improvement District (“MGSID”) and Wasatch Peaks Ranch, LLC (“WPR”). MGSID and WPR are each a “Party” and are collectively referred to herein as the “Parties.”

WHEREAS, MGSID owns and operates a sanitary sewer collection, treatment and disposal system (“System”) in and for the properties within its designated boundaries;

WHEREAS, WPR owns certain property currently located outside the boundaries of MGSID identified in Exhibit “A” and desires to connect WPR Development (“Development”), anticipated to be comprised of not more than 750 units plus amenities at buildout (“Full Buildout”), to the System;

WHEREAS, pursuant to Section 17D-1-103(2) of the Utah Code, MGSID may provide services to an area outside of its boundaries if its Administrative Control Board (“Board”) makes a finding that there is a public benefit to providing such service;

WHEREAS, upon execution of this Agreement, MGSID will be the sanitary sewer authority, as defined in Utah Code section 17-27a-103, with respect to the Development and is able to review and sign plats and deliver will serve letters relating thereto;

WHEREAS, MGSID finds it beneficial and desirable to provide sewer services to the Development and to charge WPR and future owners of property within the Development fees commensurate to taxes and fees paid by others within MGSID’s boundaries; and

WHEREAS, WPR has provided a preliminary financial analysis of operating costs for the proposed System as part of the initial construction plan approval request and the Parties will work together to ensure that the System does not negatively impact MGSID’s operations.

NOW THEREFORE, in consideration of the mutual promises and conditions hereinafter declared and entered into between the Parties, the Parties do covenant and promise as follows:

**ARTICLE I  
PROVISIONS RELATING TO WPR  
AND THE DEVELOPMENT**

Section 1.1 WPR agrees to pay the MGSID Impact Fee per Equivalent Residential Unit (ERU/home) as updated and described in section 1.4 below.

Section 1.2 WPR agrees that each ERU in the Development shall pay a monthly service fee rate at two times the “in district” rate per ERU until annexation into the MGSID boundaries.

Following annexation, the service fee for each ERU will be calculated based on actual operating costs of the WPR system and its contribution to the overall MGSID system or as calculated using such other method as the Control Board establishes in a manner consistent with principles of equal protection. WPR and its successors agree that any delinquent payments associated with an ERU service account shall be dealt with in accordance with MGSID's Bylaws and/or operating rules and regulations, including through the use of a political subdivision lien as described in Utah Code section 17B-1-902.

Section 1.3 WPR agrees to pay the then currently adopted regular permit and inspection charges for the Development and for the connection of an ERU to the System.

Section 1.4 WPR agrees to pay the actual reasonable costs incurred by MGSID to update the current Capital Facilities Plan / Impact Fee Analysis (CFP / IFA), including modeling and rate analysis of the WPR out of District demand for services, as performed by Sunrise Engineering or such other engineer as agreed upon in writing by the Parties.

Section 1.5 WPR will apply for "will service" and pay the current annual stand-by fee for an initial 200 ERU's to MGSID upon execution of this Agreement and shall pay any applicable stand-by fees for future years at the then current rate. Stand-by fees are fully earned when paid and are non-refundable.

Section 1.6 WPR agrees to design and construct the sewer improvements relating to the Development ("Improvements") in accordance with MGSID design standards and connect to the System in the manner approved by the Control Board. In the absence of an applicable MGSID design standard, a mutually agreeable standard from American Public Works Association (APWA) or the State of Utah Dept of Environmental Quality (DEQ) will be utilized. Prior to construction of any Improvements within the Development, WPR shall obtain MGSID's review and approval of the design. Following construction of Improvements within the Development and acceptance by MGSID, WPR agrees to convey the Improvements to MGSID.

Section 1.7 WPR agrees to provide for a two-year warranty period for the Improvements after MGSID's acceptance. After such two-year period, ongoing operation and maintenance of the Improvements will be assumed by MGSID.

Section 1.8 During the term of the two-year warranty period, WPR hereby agrees to indemnify and hold harmless MGSID from all claims of loss or injury to third parties, or the property of any person arising out of the construction, operation, maintenance or use of the Improvements.

Section 1.9 All then current ordinances, rules and regulations of MGSID governing the manner in which the System shall be used, the manner of connecting thereto, and the plumbing and drainage in connection therewith shall apply to the Development and WPR hereby agrees to abide by the foregoing with respect to property owned and developed by WPR in the Development.

Section 1.10 WPR may pre-purchase connections for an ERU, not to exceed the Full

Buildout, at the then current rate upon Board approval which will not be unreasonably withheld.

Section 1.11 WPR will, with or prior to final platting, provide utility easements for the Improvements, which will include the use of any general utility easement or street shown on a plat within the Development and any other easement which may be necessary for MGSID to operate and maintain the Improvements.

**ARTICLE II  
PROVISIONS APPLICABLE TO MGSID  
AND THE BOARD**

Section 2.1 MGSID hereby determines that the Development lies outside the MGSID boundary, and outside the current service area of MGSID.

Section 2.2 MGSID agrees to provide sewer treatment capacity for the WPR Development as it is constructed up to the Full Buildout.

Section 2.3 After the two-year warranty period MGSID agrees to operate and maintain any accepted Improvements in the same manner and to the same standards as its "in district" System.

Section 2.4 MGSID agrees to provide WPR up to a minimum of 200 ERU's via 'will service application' and provided associated fees are kept current.

Section 2.5 MGSID agrees to continue to advance the proposed plant expansion ("Expansion") and maintain adequate capacity to serve the Development at Full Buildout, as per MGSID's then current and approved Capital Facilities Plan / System Master Plan.

Section 2.6 MGSID agrees to ensure that it is in compliance with its Bylaws regarding capacity to allow the Development to reasonably proceed in accordance with market demands.

Section 2.7 MGSID agrees to provide expedited review of WPR Design Plans. Should current MGSID staffing not be available to meet the review schedule, outside review acceptable to MGSID may be retained at WPR's request and cost.

Section 2.8 MGSID agrees to support the Development and design of the System through attendance at agency meetings as reasonably requested by WPR, including, but not limited to UDOT, Union Pacific Railroad, U.S. Army Corps of Engineers, Weber Basin Water Conservancy District, Bureau of Reclamation, the Utah Department of Environmental Quality, and various utility pipeline companies.

Section 2.9 The Board finds that MGSID will benefit from this Agreement and that there is a public benefit to providing sewer services to the Development, as regional wastewater treatment is preferred over multiple smaller treatment systems.

Section 2.10 The Board has the power to enter into this Agreement and to provide sewer

services to the Development and to operate and maintain the Improvements.

Section 2.11 MGSID is not aware of any other laws or regulations that would prevent MGSID to treat the Development's sewage or operate and maintain the Improvements.

Section 2.12 MGSID agrees to advise WPR of any legal, regulatory or other restrictions on this Agreement and its anticipated implementation.

Section 2.13 MGSID hereby agrees to use reasonable diligence to provide a regular and uninterrupted service to the Development but shall not be liable for damages, breach of contract, or otherwise, to WPR for failure, suspension, diminution, or other variations of service occasioned by, or in consequence of, any cause beyond the reasonable control of MGSID, including, but not limited to, acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophes, strikes or failure or breakdown of transmission or other facilities.

### ARTICLE III

#### TERMINATION/AMENDMENT

Section 3.1 In the event WPR or its successors shall violate any of the terms of this Agreement or any of the ordinances, rules or regulations of MGSID, as they now or may hereafter exist, MGSID shall give notice of the violations, in writing, to WPR or its successor. If the violation is not corrected within 90 days of the date of such notice, or within such other period of time as MGSID may allow under the circumstances, MGSID shall have the right to proceed with a disconnection process not to exceed 1.5 years, giving reasonable time for the separation of non-compliant Improvements from the System. WPR shall not reconnect said system until the violation has been corrected and the cost of such disconnection and reconnection shall have been paid.

Section 3.2 In the event MGSID shall violate any of the terms of this Agreement, WPR shall give notice of the violations, in writing, to MGSID. If the violation is not corrected within 90 days of the date of such notice, or within such time as may be reasonably required under the circumstances, WPR shall have the right to terminate this agreement upon 30 days written notice of intent to terminate. Additionally, WPR may elect to terminate this Agreement at its option with cause upon sixth months' prior written notice to MGSID.

Section 3.3 In the event a local district (the "Local District"), as described in Utah Code Title 17B, is formed to provide sewer service within the Development, this Agreement may be amended with the written consent of MGSID and the Local District to have Improvements conveyed to the Local District and service provided to the Development through an interlocal agreement between MGSID and the Local District or in such other manner as the Parties may deem mutually beneficial.

Section 3.4 In the event this Agreement is terminated for any reason and effective as of

such termination date or such other date(s) as shall be agreed to by the Parties, (1) all Improvements conveyed to MGSID hereunder shall be reconveyed by MGSID, at no cost to MGSID, to such entity as shall be (A) designated by WPR or its successor and (B) permitted by law and relevant regulations to own the Improvements, and (2) all easements granted to MGSID hereunder shall terminate.

Section 3.5 Regardless of the reason for conveyance of any Improvements or for termination, impact fees paid to MGSID are non-refundable except on such terms as MGSID may determine to be reasonable under the circumstances.

Section 3.6 If this Agreement is terminated for any reason other than upon mutually acceptable terms after a connection has been made to the MGSID system, MGSID may require that the parties participate in mediation to address financial consequences to MGSID as a result of System improvements or plant expansion directly related to the Development, including payment by WPR of a reasonable portion of plant expansion costs for project demand by WPR leading to such expansion which will not be utilized upon such expansion.

#### **ARTICLE IV MISCELLANEOUS**

Section 4.1 None of the rights hereby granted to WPR may be assigned or transferred without the prior written consent of the Board of Trustees of MGSID. This Agreement is only between MGSID and WPR, and is not intended to be, nor shall it be construed as being, for the benefit of any third party not specifically identified by name herein.

Section 4.2 The Parties agree that this Agreement shall apply to a maximum of 750 residential units and common amenities contemplated in the Morgan County Resort Special District (RSD) approved October 30, 2019 to be constructed within the Development. No change in the number or size facilities to be connected to the System shall be made without first having given written notice to MGSID that such change is to be made and obtaining approval from the Control Board. No additional connections shall be made to the facilities of MGSID without having first given written notice to MGSID that such additional facilities are to be connected to the System and MGSID's approval thereof. Prior to making any such change in facilities or to the addition of any connections to System, WPR shall be required to pay to MGSID such additional impact, inspection, connection and annual fees which may then be established by the Board.

Section 4.3 This Agreement and the provisions hereof are intended to be covenants running with the land by this Agreement, and are intended to bind the Parties, their heirs, representatives, assigns and successors in interest, and any future owner of the whole or any part of the property covered by this Agreement. In order to provide notice to future purchasers of property within the Development, this Agreement shall be recorded with the office of the Morgan County Recorder.

Section 4.4 If either Party becomes aware of facts or circumstances that will prevent such

Party from performance of the terms of this Agreement, such Party shall promptly notify the other Party.

Section 4.5 This Agreement may be executed in several counterparts and by electronic signature, all or any of which may be treated for all purposes as an original and shall constitute and be one and the same instrument.

Section 4.6 This agreement constitutes the entire agreement of the parties and may not be modified or amended except by the written agreement of the parties.

Section 4.7 Each individual executing this Agreement on behalf of a party which is an entity, represents, warrants and covenants to the other party that (a) such entity is duly formed and authorized to do business and will be authorized to do business in the State, (b) such person is duly authorized to execute and deliver this Agreement on behalf of such entity in accordance with authority granted under the organizational documents of such entity, and (c) such entity is bound under the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

ACKNOWLEDGMENT

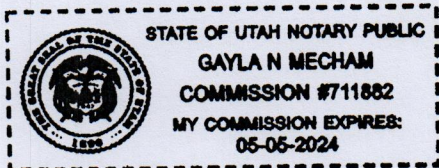
State of Utah

: ss

County of Morgan

On the 29 day of Oct., 2020, personally appeared before me, the undersigned Notary Public, Kent S Wilkerson, who being by me duly sworn did say that he is the Manager of Mountain Green Sewer Improvement District and that said instrument was signed on behalf of said District.

Gayla N Mecham  
NOTARY PUBLIC



MOUNTAIN GREEN SEWER  
IMPROVEMENT DISTRICT

By: [Signature]

Its: MANAGER

WASATCH PEAKS RANCH, LLC

By: [Signature]

Its: Managing Director

ACKNOWLEDGMENT

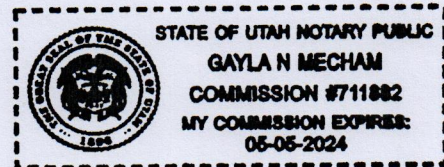
State of Utah

: ss

County of Morgan

On the 15 day of October, 2020, personally appeared before me, the undersigned Notary Public, Edward Schultz, who being by me duly sworn did say that he is the Managing Director of Wasatch Peaks Ranch, LLC, a Utah limited liability company and that said instrument was signed on behalf of said company.

Gayla N Mecham  
NOTARY PUBLIC



**EXHIBIT A**

**Legal Description of Development**



**EXHIBIT A**  
**DESCRIPTION OF AREA AND MAP**

**MORGAN COUNTY PROPERTIES:**

**MORGAN COUNTY PROPERTIES:**

**TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

**PARCEL 6: Tax Parcel No. 00-0000-3408**  
ALL OF SECTION 2

**PARCEL 7: Tax Parcel No. 00-0000-3432**  
ALL OF SECTION 3

**PARCEL 8: Tax Parcel No. 00-0000-3465**  
ALL OF SECTION 11

**TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

**PARCEL 9: Tax Parcel No. 00-0001-1526**  
BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

**PARCEL 10: Tax Parcel No. 00-0001-1559**  
ALL OF SECTION 2.

**PARCEL 11: Tax Parcel No. 00-0001-1583**  
ALL OF SECTION 3

**PARCEL 12: Tax Parcel No. 00-0001-1617**  
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4

**PARCEL 13: Tax Parcel No. 00-0001-1666**  
ALL OF SECTION 9.

LESS THE FOLLOWING DESCRIBED PROPERTY:  
BEGINNING ON THE SOUTH LINE OF SECTION 9, AFORESAID, AT A POINT WHERE SAID SECTION LINE CROSSES THE TOP OF THE MOUNTAIN; THENCE NORTH ALONG THE TOP OF THE MOUNTAIN TO THE NORTH LINE OF SAID SECTION 9; THENCE WEST TO THE NORTHWEST CORNER OF SAID SECTION; THENCE SOUTH ONE MILE TO THE SOUTHWEST CORNER OF SAID SECTION; THENCE EAST TO POINT OF BEGINNING.

**PARCEL 14: Tax Parcel No. 00-0001-1690**  
ALL OF SECTION 10

**PARCEL 15: Tax Parcel No. 00-0001-1724**

ALL OF SECTION 11

*PARCEL 16: Tax Parcel No. 00-0001-1773*  
THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12

*PARCEL 17: Tax Parcel No. 00-0001-1849*  
ALL OF SECTION 13

*PARCEL 18: Tax Parcel No. 00-0001-1872*  
THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14

*PARCEL 19: Tax Parcel No. 00-0001-1922*  
ALL OF SECTION 15  
*PARCEL 20: Tax Parcel No. 00-0001-1963*  
THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22

*PARCEL 21: Tax Parcel No. 00-0001-2003*  
ALL OF SECTION 23

*PARCEL 21A: Tax Parcel No. 00-0001-2045*  
THE NORTH HALF OF THE NORTH HALF OF SECTION 24

*PARCEL 22: Tax Parcel No. 00-0001-2276*  
THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26

*PARCEL 23: Tax Parcel No. 00-0001-2292*  
ALL OF SECTION 27

*PARCEL 24: Tax Parcel No. 00-0001-2409*  
THE SOUHWEST QUARTER, AND THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 35

*PARCEL 25: Tax Parcel No. 00-0001-2466*  
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 36

**TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN**

*PARCEL 26: Tax Parcel No. 00-0001-6517*  
THE NORTHWEST QUARTER OF SECTION 19

EXCEPTING THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS RECORDED AUGUST 11, 2011, AS ENTRY NO. 123753, IN BOOK 292 AT PAGE 1336 DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT

*PARCEL 26A: Tax Parcel No. 00-0001-6517*  
THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19

**TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN**

*PARCEL 27: Tax Parcel No. 00-0002-6185*

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00' EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK 4 OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

*PARCEL 28: Tax Parcel No. 00-0002-6177*

BEGINNING AT A POINT 11.50 CHAINS EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 26; RUNNING THENCE NORTH 5°30' WEST 7.39 CHAINS, MORE OR LESS, TO THE UNION PACIFIC RAILROAD FENCE; THENCE FOLLOWING SAID FENCE SOUTH 83°30' EAST 24.30 CHAINS; THENCE SOUTH 9°00' EAST 4.66 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER LINE; THENCE WEST 24.50 CHAINS TO THE POINT OF BEGINNING

*PARCEL 29: Tax Parcel No. 00-0002-6227*

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NO'S 31973 AND 31974

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297, PAGE 794

*PARCEL 30: Tax Parcel No. 00-0002-6292*

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27; RUNNING THENCE NORTH 8.00 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UNION PACIFIC RAIL ROAD COMPANY; THENCE WEST 3.50 CHAINS; THENCE SOUTH 78°00' WEST, ALONG SAID RIGHT OF WAY, 17 CHAINS, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27, THENCE SOUTH, ON SAID LINE 3 CHAINS, MORE OR LESS, TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING

EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY

LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

*PARCEL 31: Tax Parcel No. 00-0002-6334*

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, RUNNING THENCE NORTH 80 RODS; THENCE WEST 660 FEET; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE WEST 660 FEET; THENCE SOUTH 80 RODS; THENCE EAST 160 RODS TO THE POINT OF BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

*PARCEL 32: Tax Parcel No. 00-0002-6359*

BEGINNING 13.50 CHAINS SOUTH FROM THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST; THENCE SOUTH 3 CHAINS, MORE OR LESS, TO THE RIGHT OF WAY OF THE UPRR CO., THENCE NORTH 78°00' EAST, ALONG SAID RIGHT OF WAY, 10 CHAINS; THENCE NORTH 10°00' EAST 2 CHAINS, MORE OR LESS, TO THE NORTH LINE OF THE COUNTY ROAD; THENCE SOUTH 80°00' WEST, ALONG LINE, 10 CHAINS TO THE POINT OF BEGINNING

RESERVING THEREFROM THE COUNTY ROAD AS NOW CONSTRUCTED

*PARCEL 33: Tax Parcel No. 00-0002-6375*

BEGINNING AT THE CENTER OF THE SOUTHEAST QUARTER OF SECTION 27, AND RUNNING THENCE NORTH 8 CHAINS; TO THE UNION PACIFIC RAIL ROAD RIGHT OF WAY, THENCE RUNNING, ALONG THE SOUTH SIDE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, EASTERLY 11.55 CHAINS; THENCE SOUTH 8 CHAINS TO THE QUARTER SECTION LINE; THENCE WEST 11.55 CHAINS TO THE PLACE OF BEGINNING

*PARCEL 34: Tax Parcel No. 00-0002-6391*

BEGINNING 1320 FEET NORTH AND 660 FEET WEST FROM THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 660 FEET; THENCE WEST 1320 FEET; THENCE NORTH 660 FEET; THENCE EAST 1320 FEET TO BEGINNING

LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET, MORE OR LESS, TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OR LESS, TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794

*PARCEL 35: Tax Parcel No. 00-0002-6623*

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28

*PARCEL 36: Tax Parcel No. 00-0002-6680*

ALL OF SECTION 33

*PARCEL 37: Tax Parcel No. 00-0002-6722*

ALL OF THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 34

EXCEPTING THEREFROM LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT PROPERTY SERIAL NUMBER 01-005-071-NA, AS RECORDED IN BOOK R OF DEEDS PAGES 119 THROUGH 122 DESCRIBED AS FOLLOWS: A TRACT OF LAND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE1/4 NW1/4) OF SECTION THIRTY-FOUR (34) TOWNSHIP FIVE (5) NORTH, RANGE ONE (1) EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF THE VENDOR'S PROPERTY, ALOS BEING A POINT ON THE NORTH LINE OF SAID SECTION 34, FROM WHICH POINT THE NORTH QUARTER CORNER OF SAID SECTION 34 BEARS NORTH 88°48' EAST FOUR HUNDRED SEVENTEEN AND FOURTH-TENTHS (417.4) FEET, AND RUNNING THENCE SOUTH 49°16' WEST TWO HUNDRED EIGHTY-THREE AND SEVEN TENTHS (283.7) FEET; THENCE NORTH 53°51' WEST TWO HUNDRED NINETY-SEVEN AND FIVE-TENTHS (297.5) FEET TO THE NORTH LINE OF SAID SECTION 34; THECNE NORTH 88°48' EAST ALONG THE NORTH LINE OF SAID SECTION 34, FOUR HUNDRED FIFTY-FIVE AND THREE-TENTHS (455.3) FEET TO THE POINT OF BEGINNING

*PARCEL 38: Tax Parcel No. 00-0002-6805*

ALL OF SECTION 35