



W3172600

E# 3172600 PG 1 OF 12
Leann H. Kilts, WEBER COUNTY RECORDER
02-Aug-21 1232 PM FEE \$40.00 DEP PC
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

When Recorded, Mail To:

Scott R. Brusseau and Lisa Brusseau
2892 Lone Jack Road
Encinitas, CA 92024

Tax Parcel No(s): 21-009-0002, 21-005-0049, 21-005-0048 4
21-009-0001, 21-009-0003, 21-005-0043
CT-140050-CAF (Space Above for Recorder's Use Only)

UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT (this "Agreement") is made and entered into on this the 2 day of ~~July~~ ^{August}, 2021 (the "Effective Date"), by and among CW Land Co., LLC, a Utah limited liability company ("Grantor"), and Scott R. Brusseau and Lisa Brusseau, husband and wife (collectively, the "Grantee"). Grantor and Grantee are at times referred to herein individually as "Party" and collectively as "Parties".

RECITALS

- A. Grantor is the owner of that certain real property located in Weber County Utah, more particularly described on Exhibit A-1 (the "Grantor Property").
- B. Grantee is the owner of that certain real property located in Weber County, Utah more particularly described on Exhibit A-2 (the "Grantee Property," and together with the Grantor Property, the "Property").
- C. Grantee has, or will soon have, a partial right of first refusal to acquire all or a portion of property adjacent to both the Grantor Property and Grantee Property located in Weber County, Utah, which is identified in that certain *Memorandum of Right of First Refusal*, recorded as Entry No. 3171363 on July 28, 2021 in the office of the Weber County Recorder, which adjacent properties are more particularly described in Exhibit A-3 (collectively, the "ROFR Property").
- D. Grantor desires to grant and Grantee desires to receive certain perpetual, non-exclusive utility and access easements on, over, across, under and through a certain portion of the Grantor Property, more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more fully set forth in this Agreement.
- E. Grantor is willing to convey such easements to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. **Grant of Utility Easement; Runs With the Land.** Grantor does hereby convey, without warranty, unto Grantee, for the benefit of Grantee, the following easements and rights (collectively, the “**Utility Easement**”): (i) a non-exclusive easement on, over, across, under and through the Easement Area for the purposes of constructing, replacing, relocating, removing, operating, using, maintaining, and repairing secondary water utility lines and related facilities (collectively, the “**Utility Improvements**”). Grantee hereby agrees that, except as required by the utility provider, the Utility Improvements shall be constructed and placed underground and shall not be visible from the surface of the Grantor Property. The costs of maintaining and repairing the Utility Easement and the Utility Improvements shall be allocated among the owners of each lot within the Property. Each such owner shall pay its proportionate share (which means a fraction where the numerator equals the total number of lots owned by a person or entity within the Property, and the denominator equals the sum of the lots constituting the Property) of the costs (“**Proportionate Share**”). The Parties acknowledge and agree that as of the Effective Date, Grantee’s Proportionate Share is one third (1/3) and Grantor’s Proportionate Share is two-thirds (2/3). Notwithstanding the foregoing, any damage to the Utility Improvements caused by Grantor or its family, guests, agents, employees, consultants, contractors, and subcontractors shall be repaired by Grantee at Grantor’s sole cost and expense.

The Utility Easement, together with the Access Easement (defined below) (collectively, the “**Easement**”), shall (i) constitute a servitude on the Easement Area and the Grantor Property, (ii) be appurtenant to and for the benefit of the Grantee Property, and any portion thereof, (iii) run with the land, and (iv) bind and inure to the heirs, assigns, successors, tenants, and personal representatives of the Parties. If the Grantee Property is hereafter further divided, whether by subdivision, lot split, separation of ownership or by lease or other means, all parts of the Grantee Property shall enjoy the benefit of the Easement. If Grantee acquires the ROFR Property, or any portion thereof, then (i) all parts of the ROFR Property acquired by Grantee and its successors and assigns shall enjoy the benefit of the Easement; and (ii) if required by Grantee, the Easement Area shall be modified by agreement of the Parties so that the ROFR Property acquired by Grantee and its successors and assigns is benefitted by the Easement.

2. **Access.** Grantee and its agents, employees, consultants, contractors and subcontractors (collectively, “**Grantee’s Agents**”) shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement (“**Access Easement**”). Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the unreasonable condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s Agents. In the event Grantee needs to access the Easement Area to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor’s use and occupancy of the Easement Area, and (ii) except in the case of an emergency, perform such work from 8:00 AM to 6:00 PM Mountain Time.

3. **Reservation by Grantor.** Notwithstanding anything to the contrary stated herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above and subject to Section 8.5 below, Grantor reserves the right to request the relocation of the Utility Improvements and the Easement Area upon development of the Grantor Property at Grantor's sole cost and expense, provided that such relocation provides Grantee with comparable Easement rights and functionality within the Grantor Property and such relocation terminates the use of the Easement in its prior location. Grantee hereby understands and agrees that the Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the Easement rights granted herein.

4. **Easement Area.** The Parties expressly agree that in the event the Easement Area must be relocated to a new area, the Parties will use good faith and commercially reasonable efforts to establish the new Easement Area within the Grantor Property and record a mutually acceptable amendment to this Agreement acknowledging the same.

5. **Maintenance and Restoration.** Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's agents, and shall restore the Grantor Property and the improvements thereon to a similar condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's agents.

6. **Compliance with Laws** Grantee will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

7. **Remedies.** If any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent (12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or inequity.

8. **Miscellaneous.**

8.1. **Binding Effect.** Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and assigns.

8.2. **Partial Invalidity.** If any term, covenant, or condition of this Agreement or the application of it to any Party or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to the Parties or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenants or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.3. **Captions.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

8.4. **Relationship of the Parties.** Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other Party hereto.

8.5. **Amendment.** This Agreement may be canceled, changed, modified, or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

8.6. **Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

8.7. **Attorney Fees.** In the event any legal action or proceeding for the enforcement of any right or obligation herein contained is commenced, the prevailing Party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8.8. **Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property or the Grantee Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefitted by the terms and provisions hereof. Each of Grantor and Grantee shall have the right to perform any act, or do anything, from time to time that such Party may deem necessary or desirable to assure that no public gift deduction (or deemed gift dedication) occurs.

[SIGNATURES AND ACKNOWLEDGEMENTS TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR

CW LAND CO., LLC,
a Utah limited liability company

By: [Signature]
Name: Tony Hill
Title: AUTHORIZED AGENT

STATE OF UTAH)
) :SS
COUNTY OF DAVIS)

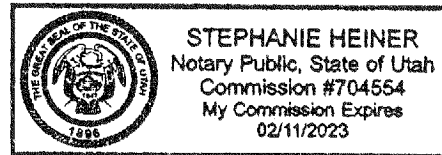
On this 30 day of July, 2021, before me personally appeared Tony Hill who indicated to me that he is the AUTHORIZED AGENT of CW Land Co., LLC, a Utah limited liability company, and that he duly acknowledged to me that he executed the foregoing instrument as a free and voluntary act for an on behalf of the said limited liability company.

WITNESS my hand and official seal.

[Signature]
Notary Public for the State of Utah

(seal)

My Commission Ends: 02/11/2023



BRUSSEAU:

Scott R. Brusseau
SCOTT R. BRUSSEAU

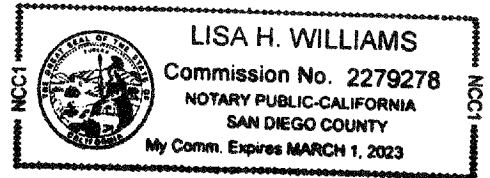
Lisa Brusseau
LISA BRUSSEAU

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California)
County of San Diego)^{ss}

SUBSCRIBED AND SWORN TO (or affirmed) before me this 30th day of July, 2021 by Scott Brusseau, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Lisa H. Williams
Notary Public



State of California)
County of San Diego)^{ss}

SUBSCRIBED AND SWORN TO (or affirmed) before me this 30th day of July, 2021 by Lisa Brusseau, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Lisa H. Williams
Notary Public

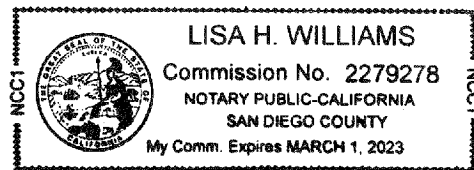


EXHIBIT A-1

Legal Description of Grantor Property

PART OF THE SOUTH HALF OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N01°31'28"E 1330.82 FEET AND N88°53'36"E 115.13 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE S02°22'33"E 1088.90 FEET; THENCE S03°52'11"E 177.23 FEET; THENCE S83°54'29"W 613.93 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 299.99 FEET, AN ARC LENGTH OF 142.22 FEET, A DELTA ANGLE OF 27°09'49", A CHORD BEARING OF S35°02'14"W, AND A CHORD LENGTH OF 140.89 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 71.94 FEET, AN ARC LENGTH OF 25.47 FEET, A DELTA ANGLE OF 20°16'57", A CHORD BEARING OF N50°17'21"W, AND A CHORD LENGTH OF 25.33 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 274.99 FEET, AN ARC LENGTH OF 136.99 FEET, A DELTA ANGLE OF 28°32'38", A CHORD BEARING OF N35°09'52"E, AND A CHORD LENGTH OF 135.58 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 212.50 FEET, AN ARC LENGTH OF 48.49 FEET, A DELTA ANGLE OF 13°04'32", A CHORD BEARING OF N27°25'49"E, AND A CHORD LENGTH OF 48.39 FEET; THENCE N00°00'01"W 1264.64 FEET; THENCE N88°53'35"E 553.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 754,536 SQUARE FEET OR 17.322 ACRES MORE OR LESS.

PART OF THE SOUTH HALF OF SECTION 6 AND THE NORTH HALF OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N01°31'28"E 73.28 FEET AND S88°28'32"E 205.73 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE S03°52'11"E 63.11 FEET; THENCE S02°41'58"E 1142.83 FEET; THENCE S37°23'12"W 66.30 FEET; THENCE S43°00'52"W 373.87 FEET; THENCE S06°12'04"W 31.83 FEET; THENCE S42°32'41"W 127.07 FEET; THENCE S75°26'50"W 81.86 FEET; THENCE S74°48'09"W 241.01 FEET; THENCE S73°04'52"W 330.39 FEET; THENCE S71°47'59"W 73.62 FEET; THENCE N01°39'28"E 152.99 FEET; THENCE N71°02'37"E 121.64 FEET; THENCE N09°16'04"W 457.35 FEET; THENCE N01°02'08"W 308.85 FEET; THENCE S89°23'15"W 419.94 FEET; THENCE N00°50'32"W 83.60 FEET; THENCE N89°09'28"E 258.25 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT

WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 353.89 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF N38°27'51"E, AND A CHORD LENGTH OF 309.49 FEET; THENCE N12°13'45"W 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 218.41 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF N19°03'26"E, AND A CHORD LENGTH OF 207.72 FEET;

THENCE N50°20'36"E 254.91 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 299.99 FEET, AN ARC LENGTH OF 151.25 FEET, A DELTA ANGLE OF 28°53'17", A CHORD BEARING OF N35°53'58"E, AND A CHORD LENGTH OF 149.65 FEET; THENCE N83°54'29"E 613.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,560,231 SQUARE FEET OR 35.818 ACRES MORE OR LESS.

EXHIBIT A-2

Legal Description of Grantee Property

PART OF THE SOUTHWEST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N01°31'28"E 468.24 FEET AND N88°28'32"W 415.46 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE S00°00'01"E 421.88 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 212.50 FEET, AN ARC LENGTH OF 48.49 FEET, A DELTA ANGLE OF 13°04'32", A CHORD BEARING OF S27°25'49"W, AND A CHORD LENGTH OF 48.39 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 274.99 FEET, AN ARC LENGTH OF 136.99 FEET, A DELTA ANGLE OF 28°32'38", A CHORD BEARING OF S35°09'52"W, AND A CHORD LENGTH OF 135.58 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 71.94 FEET, AN ARC LENGTH OF 25.47 FEET, A DELTA ANGLE OF 20°16'57", A CHORD BEARING OF S50°17'21"E, AND A CHORD LENGTH OF 25.33 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 299.99 FEET, AN ARC LENGTH OF 9.03 FEET, A DELTA ANGLE OF 01°43'28", A CHORD BEARING OF S49°28'52"W, AND A CHORD LENGTH OF 9.03 FEET; THENCE S50°20'36"W 254.91 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 218.41 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF S19°03'26"W, AND A CHORD LENGTH OF 207.72 FEET; THENCE S12°13'45"E 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 353.89 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF S38°27'51"W, AND A CHORD LENGTH OF 309.49 FEET; THENCE S89°09'28"W 258.25 FEET; THENCE N00°50'32"W 84.40 FEET; THENCE N89°23'14"E 325.32 FEET; THENCE N00°36'46"W 413.08 FEET; THENCE S89°23'14"W 324.42 FEET; THENCE N00°31'09"W 740.92 FEET; THENCE N89°59'59"E 806.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 646,376 SQUARE FEET OR 14.839 ACRES MORE OR LESS.

EXHIBIT A-3

Legal Description of ROFR Property

Parcel 1:

A parcel of land lying and situate in the South Half of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian. Comprising the adjusted 24.79 acres of Weber County Tax Parcels 21-005-0049 and 21-005-0048. Basis of Bearing for subject parcel being North 89°55'06" West 1457.00 feet (measured) between the Weber County brass cap witness monument near the intersection of 7900 East Street and Stoker Lane and, the Weber County brass cap monument witnessing the South Quarter Corner of said Section 6. Subject parcel being more particularly described as follows:

Commencing at the Weber County Surveyor's brass cap witness monument to the South Quarter Corner of said Section 6, thence North 89°46'57" West 210.80 feet to the purported South Quarter Corner of said Section 6; Thence North 01°31'28" East 1330.82 feet coincident with the west line of the Southeast Quarter of the Southeast Quarter of said Section 6 to the number five rebar and cap stamped "PLS 3456548" marking the C-S 1/16th corner; Thence North 88°53'36" East 115.13 feet coincident with the north line of said sixteenth section to a number five rebar and cap stamped "PLS 3456548" and the TRUE POINT OF BEGINNING;

Thence continuing coincident with said sixteenth section line North 88°53'36" East 393.66 feet to the northwest corner of Weber County Tax Parcel 21-005-0040 and a number five rebar and cap stamped "PLS 3456548"; Thence the following two (2) courses coincident with the perimeter of said parcel and the prolongation thereof, 1) South 01°06'24" East 311.50 feet to a number five rebar and cap stamped "PLS 3456548"; 2) North 88°39'34" East 1295.30 feet to the southeast corner of Weber County Tax Parcel 21-005-0045 and a number five rebar and cap stamped "PLS 3456548"; Thence South 31°05'21" West 370.38 feet; Thence South 01°20'55" East 26.08 feet to the northeast corner of Weber County Tax Parcel 21-005-0029; Thence the following two (2) courses coincident with the perimeter of said parcel 1) South 88°41'52" West 335.75 feet to a number five rebar and cap stamped "PLS 3456548"; 2) South 00°56'35" East 124.18 feet to a point on the north boundary of Weber County Tax Parcel 21-005-0050 and a number five rebar and cap stamped "PLS 3456548"; Thence the following two (2) courses coincident with said parcel 1) South 89°03'25" West 205.16 feet to a number five rebar and cap stamped "PLS 3456548"; 2) South 13°05'00" East 127.19 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 57°33'16" West 301.48 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 58°07'38" West 374.39 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 29°46'16" West 280.00 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 72°25'12" West 259.47 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 02°22'32" West 1088.90 feet to the point of beginning.

Parcel 3:

A parcel of land lying and situate in the South Half of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian, comprising an adjusted 3.08 acres of Weber County Tax Parcels 21-005-0048, 21-005-0049, 21-009-0001 and 21-009-0002. Basis of Bearing for subject parcel being North 89°55'06" West 1457.00 feet (measured) between the Weber County brass cap witness monument in the intersection of 7900 East Street and Stoker Lane and the Weber County brass cap monument witnessing the South Quarter Corner of said Section 6. Subject parcel being more particularly described as follows:

Commencing at the Weber County Surveyor's brass cap witness monument to the South Quarter Corner of said Section 6, thence North 89°46'57" West 210.80 feet to the purported South Quarter Corner of said Section 6; Thence South 77°43'09" West 1230.64 feet to a number five rebar and cap stamped "PLS 3456548" and the TRUE POINT OF BEGINNING;

Thence North 89°23'15" East 324.42 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 00°36'45" East 413.08 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 89°23'15" West 324.97 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 00°36'45" West 191.60 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 00°28'12" West 221.48 feet to the point of beginning.

Parcel 4:

A parcel of land lying and situate in the South Half of Section 6, Township 6 North, Range 2 East, Salt Lake Base and Meridian, comprising an adjusted 3.00 acres of Weber County Tax Parcels 21-005-0048, 21-005-0049, 21-009-0001 and 21-009-0002. Basis of Bearing for subject parcel being North 89°55'06" West 1457.00 feet (measured) between the Weber County brass cap witness monument in the intersection of 7900 East Street and Stoker Lane and the Weber County brass cap monument witnessing the South Quarter Corner of said Section 6. Subject parcel being more particularly described as follows:

Commencing at the Weber County Surveyor's brass cap witness monument to the South Quarter Corner of said Section 6, thence North 89°46'57" West 210.80 feet to the purported South Quarter Corner of said Section 6; Thence South 00°11'47" East 1144.47 feet; Thence South 89°48'13" West 774.93 feet to a number five rebar and cap stamped "PLS 3456548" and the TRUE POINT OF BEGINNING;

Thence South 88°57'52" West 422.55 feet to a number five rebar and cap stamped "PLS 356548"; Thence North 00°36'45" West 311.96 feet to a number five rebar and cap stamped "PLS 3456548"; Thence North 89°23'15" East 420.26 feet to a number five rebar and cap stamped "PLS 3456548"; Thence South 01°02'08" East 308.85 feet to the point of beginning.

PARCEL OF LAND LYING AND SITUATE IN THE SOUTH HALF OF SECTION 6, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, COMPRISING THE ADJUSTED 6.02 ACRES OF WEBER COUNTY TAX PARCELS 21-005-0008 AND 21-005-0015. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 89°55'06" WEST 1457.00 FEET (MEASURED) BETWEEN THE WEBER COUNTY BRASS CAP WITNESS MONUMENT IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE AND THE WEBER COUNTY BRASS CAP MONUMENT WITNESSING THE SOUTH QUARTER CORNER OF SAID SECTION 6. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEBER COUNTY SURVEYORS BRASS CAP WITNESS MONUMENT TO THE SOUTHEAST CORNER OF SAID SECTION SAID MONUMENT BEING IN THE INTERSECTION OF 7900 EAST STREET AND STOKER LANE, THENCE NORTH 07°48'25" WEST 1340.66 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548 AND THE TRUE POINT OF BEGINNING. THENCE SOUTH 26°10'34" WEST 144.06 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548, THENCE SOUTH 41°D30'00" WEST 200.34 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548 THENCE SOUTH 88°D39'34" WEST 739.48 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548, THENCE NORTH 01°D06'24" WEST 311.50 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548, THENCE NORTH 88°D53'36" EAST 778.12 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548, THENCE SOUTH 00°D19'05" WEST 33.00 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED LS 356548, THENCE NORTH 88°D53'36" EAST 163.83 FEET TO THE POINT OF BEGINNING.

Parcel No. 21-005-0043 (for reference purposes only)

EXHIBIT B

Legal Description of the Easement Area

20' WIDE IRRIGATION EASEMENT

PART OF THE SOUTHWEST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 2854.99 FEET AND EAST 1773.44 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 6 (SAID WEST QUARTER CORNER BEING S00°16'36"W 2654.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 6) AND RUNNING THENCE N89°42'05"E 55.74 FEET; THENCE N50°37'55"E 213.12 FEET; THENCE N40°44'38"E 81.76 FEET; THENCE N28°39'03"E 63.19 FEET; THENCE N84°04'21"E 604.65 FEET; THENCE N03°13'03"W 129.60 FEET; THENCE N86°46'57"E 18.06 FEET; THENCE S03°33'20"E 148.72 FEET; THENCE S84°04'21"W 612.16 FEET; THENCE S28°39'03"W 54.80 FEET; THENCE S40°44'38"W 85.61 FEET; THENCE S50°37'55"W 221.94 FEET; THENCE S89°42'05"W 62.84 FEET; THENCE N00°17'55"W 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 23,128 SQUARE FEET OR 0.531 ACRES MORE OR LESS.