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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

08-051-0021 thru 0023,  
0114, 0109, 0110, 0032, 0118

Davis County  
Attention: County Attorney  
P.O. Box 618  
Farmington, Utah 84025

E 1306719 8 2099 P 1311  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1997 FEB 27 3:23 PM FEE 75.00 DEP NT  
REC'D FOR ASSOCIATED TITLE COMPANY

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**WETLANDS DEVELOPMENT AGREEMENT**

THIS WETLANDS DEVELOPMENT AGREEMENT (the "Agreement") is entered into and effective as of October 16, 1996 (the "Effective Date"), by and between Prows, Becknell & Alles, L.L.C., a Utah limited liability company ("Master Developer"), and Davis County, a body politic of the State of Utah (the "County"), (Master Developer and the County are hereinafter collectively called the "Parties") on the basis of the following facts:

**W I T N E S S E T H:**

A. This Agreement pertains to the development of approximately 123.676 acres of land located in the City of Farmington (the "City") west of Highway 89 and south of Shepard Lane as more particularly described in Exhibit "A" attached hereto (the "Development Area"). Master Developer and the County have the right and power to acquire all portions of the Development Area except those owned by the City.

B. Master Developer has presented to the City a master concept development plan for the Development Area a copy of which is attached as Exhibit "B" attached hereto and made a part hereof. Based upon that master concept development plan, Master Developer is working with the City to finalize a master development plan for the Project (the "Master Plan").

C. Pursuant to the Master Plan, the Development Area shall be developed as a planned commercial/residential/business development and will include commercial, office and condominium uses as well as an enhanced wetland and ecological preserve. The Development Area is to be divided into the following seven areas all as depicted on Exhibit "B" attached hereto: (1) the "R-4 Residential Zone A;" (2) the "R-4 Residential Buffer Zone;" (3) the "Business Park Zone;" (4) the "Commercial Zone;" (5) the "Church Access Zone;" (6) the "Wetlands Area;" and (7) the "Park Parcel." The foregoing first five zones are hereinafter collectively called the "Project."

1.1 Wetlands Funds. On the date that Master Developer receives at least \$2,800,000 from the sale of any portion of the Project (the "Commencement Date"), Master Developer shall deliver \$550,000 to the County. That amount and all other sums that Master Developer may pay to the County for the acquisition of the County Wetlands Property and all accrued interest thereon are hereinafter collectively called the "Wetlands Funds." The Wetlands Funds shall be either in the form of cash, irrevocable letter of credit approved by the County or a combination of both. The County shall retain the cash portion of the Wetlands Funds in an interest-bearing account. Interest shall accrue for the benefit of Master Developer and be added to the Wetlands Funds.

1.1.1 Use. The County shall use the Wetlands Funds solely for payment of the costs incurred by the County to acquire all the County Wetlands Property to the extent necessary to satisfy the wetlands mitigation requirements of the U.S. Department of the Army, Corps of Engineers (the "Corps"). The County shall not use the Wetlands Funds to pay for any other costs including expenses associated with the development, maintenance or operation of the Wetlands Area.

1.1.2 Inadequate Funds - Guaranty. If the County reasonably determines that the Wetlands Funds are not adequate to pay the acquisition price for all the County Wetlands Property required by the Corps, Master Developer hereby unconditionally guaranties to deliver to the County all additional funds necessary to pay that acquisition price. The County shall not be required to acquire any particular portion of the County Wetlands Property until Master Developer first deposits with the County the funds that the County reasonably deems necessary to pay the acquisition price for that portion of the County Wetlands Property. Prior to the County commencing any action in eminent domain to acquire any particular portion of the County Wetlands Property, Master Developer hereby unconditionally guaranties to deliver to the County double the amount of the acquisition price for that portion of the County Wetlands Property as reasonably determined by the County's appraiser in accordance with standard MAI appraisal criteria.

1.1.3 Excess Funds. If the County reasonably determines that any of the Wetlands Funds are not needed to pay the acquisition price for the County Wetlands Property, the County shall promptly return those excess Wetlands Funds to Master Developer.

1.2 Master Developer Wetlands Property. On the Commencement Date, Master Developer shall convey to the County all of Master Developer's right, title and interest in and to the Master Developer Wetlands Property in "as is" condition, subject to a perpetual conservation restriction to use the same in

accordance with the terms and conditions of this Agreement. On the Commencement Date, Master Developer shall deliver to the County a standard owners title insurance policy insuring the County's title to the Master Developer Wetlands Property in a form reasonably acceptable to the County.

On or before the date that the County executes this Agreement, Master Developer shall have delivered to the County copies of all preliminary title reports, studies, reports and other material records in Master Developer's possession respecting the environmental and other conditions of the Master Developer Wetlands Property. Master Developer makes no representation or warranty respecting those records or the Master Developer Wetlands Property.

1.3 Water Rights. On the Commencement Date, Master Developer shall convey to the County all of Master Developer's right, title and interest in and to secure and sufficient water sources, including water rights, to adequately support wetlands and maintain minimum flows of Shepard and Spring Creeks in the Wetlands Area (the "Water Rights"). The Water Rights shall be in amounts consistent with the historical average as of the Commencement Date. The ownership of the Water Rights shall continue in perpetuity. Master Developer shall have no responsibility for any reduction in the Water Rights or water sources or amounts associated therewith caused by circumstances beyond the control of Master Developer after the time of conveyance of those Water Rights to the County. Master Developer makes no representation or warranty respecting the minimum flows and amounts of water associated with the Water Rights after the Commencement Date. The Water Rights must be approved by the Corps. To the extent that the Water Rights are approved by the Corps, the Water Rights shall also be deemed approved by the County.

1.4 Mitigation Plan. On the Commencement Date, Master Developer shall deliver to the County a mitigation plan for the Wetlands Area (the "Mitigation Plan"). The Mitigation Plan must be approved in preliminary form by the Corps. Provisions for flood control and storm water detention resulting from major storms shall be critical components of the Mitigation Plan. To the extent that the Mitigation Plan is approved by the Corps, the Mitigation Plan shall also be deemed approved by the County.

1.5 404 Permit. On the Commencement Date, Master Developer shall assign to the County the "404 Permit" issued by the Corps. The 404 Permit shall be in the form approved by the County, Corps, Master Developer and the other Developers under contract with Master Developer or owning any portion of the Project at that time (the "Developers"). The 404 Permit is separate and distinct from this Agreement. In the event of any

conflict between the terms of the 404 Permit and those of this Agreement, the 404 Permit shall govern. As of the Commencement Date, the County shall sign the 404 Permit as the transferee thereunder.

1.6 Corps Release Certificate. On the Commencement Date, Master Developer shall deliver to the City and the other Developers a letter from the Corps in a form approved by the City, Master Developer and Developers releasing those parties from all obligations and liabilities relative to the Wetlands Areas and the 404 Permit and authorizing the Master Developer and Developers to proceed with construction of the Project.

1.7 Wetlands Easement. On the Commencement Date, Master Developer shall record an easement (the "Wetlands Easement") against the Wetlands Area in a form approved by the County, City and Master Developer whereby those entities establish certain easement rights and other obligations for the development, maintenance and use of the Wetlands Area.

1.8 Release. Master Developer shall be automatically released from all obligations under this Agreement and in connection with the Wetlands Area upon completion of the foregoing conditions to the reasonable satisfaction of the County, the Corps, the City and the Developers. The release of Master Developer under this Agreement shall not release the Master Developer from its obligations under the Wetlands Easement or other agreements associated with the Development Area.

2 Wetlands Development. The County shall accept all the foregoing conveyances from Master Developer without condition and shall assume the obligations associated therewith including the obligation to maintain the Wetlands Area in perpetuity in accordance with the terms and conditions in this Agreement and the Wetlands Easement. The County shall take all actions and pay all costs necessary to acquire, develop and maintain the Wetlands Area in perpetuity, including the service roads but not the "Perimeter Trail Improvements" as set forth in the Wetlands Easement. Portions of the Perimeter Trail Improvements shall be constructed and located within the Wetlands Area as contemplated in the Master Plan. The County shall have no obligation to construct or maintain any portion of the Perimeter Trail Improvements except as set forth in the Wetlands Easement. The County shall acquire, develop and maintain the Wetlands Area for the preservation and re-establishment of wetlands and flood control purposes in accordance with the terms of this Agreement. The County shall take all actions and pay all costs necessary to satisfy all the conditions and perform all the obligations under the 404 Permit, this Agreement and the Wetlands Easement. The County shall perform its obligations under the 404 Permit, this Agreement and the Wetlands Easement in compliance with all

applicable laws and ordinances.

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To the extent required by the Corps, the County shall remove or dispose of all concrete blocks, bricks, sheet rock, metallic objects, rubber, synthetic and foreign construction materials from the surface of the Wetlands Area. The County shall perform those actions diligently and within the time frames required by the Corps. The County shall allow the Master Developer to come onto the Wetlands Area for the purposes of removing any debris or rubble required by the City on the following conditions: (1) Master Developer shall perform those actions in compliance with all applicable laws including regulations promulgated by the Corps and the County; (2) Master Developer shall perform those actions at times first approved in writing by the Corps; (3) Master Developer shall pay all costs associated with those actions; and (4) Master Developer shall indemnify the County for any and all liabilities, claims and expenses (including attorneys' fees) associated with those actions.

### 3 Property Acquisitions and Conveyances.

3.1 County Wetlands Property. Promptly following the Commencement Date, the County shall diligently take all actions and pay all costs reasonably necessary to acquire all the County Wetlands Property to the extent necessary to satisfy the wetlands mitigation requirements of the Corps. The County shall acquire the County Wetlands Property by purchase or eminent domain as determined by the County. The County shall acquire each portion of the County Wetlands Property in an order of priority to be established by the County and the Corps. The County shall use its best efforts to acquire each portion of the County Wetlands Property in an order that will promote the development of the Project and not have a material adverse impact thereon. So long as Master Developer does not interfere with the County's acquisition of the County Wetlands Property, Master Developer shall have the simultaneous right to attempt to acquire options to purchase all or any portion of the County Wetlands Property for the benefit of the County in order to fix the price of the County Wetlands Property.

3.1.1 Unavailability of County Wetlands Property. Notwithstanding anything in this Agreement to the contrary, in the event that the County is not able to acquire any portion of the County Wetlands Property by means of purchase or eminent domain for any reason, to the extent approved by the Corps, the County shall be either (a) released from its obligation to acquire that portion of the County Wetlands Property; or (b) allowed to acquire other property outside of the Wetlands Area for wetlands mitigation purposes (the "Off-Site Wetlands Property"). In the event that the Corps authorizes the

County to proceed with Off-Site Wetlands Property acquisition in order to satisfy the Corps mitigation requirements in the Wetlands Area, the County shall have the right to use the Wetland Funds to pay the acquisition price for that Property and all of the provisions in this Agreement respecting the provision, use and guaranty of the Wetlands Funds shall pertain to the County's acquisition of the Off-Site Wetlands Property.

3.2 Sewer Easements. Promptly following the Commencement Date, the County shall diligently take all actions and pay all costs reasonably necessary to acquire and convey to the Sewer District all rights of easement and possession over the Kerr Property necessary to construct and maintain the sewer line improvements necessary to service the Project. Notwithstanding the foregoing, in the unlikely event that the County is not able to acquire any portion of the Kerr Property for the purposes in this Section by means of purchase for a reasonable price or eminent domain, the County shall be relieved of its obligation to acquire that property to the extent that the Corps agrees to such release.

#### 4 Soils.

4.1 Obligations. The County shall remove and relocate soils and fill from the Wetlands Area around the Project in amounts and locations and at times that will reasonably assist and enhance the development of the Project. If the County acting in good faith and reasonable diligence cannot perform its obligations under this Section at the time requested by Master Developer and/or any Developer, the County may authorize the requesting Master Developer and/or any Developer to effect such removal and relocation. The Master Developer and/or any Developer shall have no obligation to restore any of the Wetlands Area from which soils and fill have been removed with the authorization of the County except to the extent required by the Mitigation Plan. If the requesting Master Developer and/or Developer elects not to remove and relocate the soils and fill in question, that Master Developer and/or Developer shall not be in breach of this Section and similarly, the County shall not be in breach of its obligations under this Section so long as the County is working diligently and in good faith to commence and perform its obligations under this Section.

4.2 Manner of Performance. All such removal and relocation shall be performed in a manner, amount and time consistent with the Mitigation Plan and reasonably acceptable to the County and the affected Master Developer and Developers. If the County is prepared to remove and relocate soils and fill to a particular portion of the Project before that portion of the Project is prepared to receive those elements, that portion of the Project shall forfeit its right to the soils and fill in

question unless those elements can be stockpiled on the portion of the Project entitled thereto.

4.3 Priorities and Allocations. The County shall make the soils and fill from the Wetlands Area available to the Master Developer and Developers (a) first to construct the Parkway, the landscaping berms along the Parkway and the common areas shown on the Master Plan; and (b) thereafter, on a prorata basis based upon the size of the developments compared to the overall Project.

5 Drainage. The County shall coordinate with Master Developer and the Developers to allow drainage from the Project onto the Wetlands Area in amounts and locations and at times that will reasonably assist and enhance the development of the Project and the Wetlands Area in accordance with the Mitigation Plan and 404 Permit.

6 Performance. Each party, person and/or entity governed and affected by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other party, person and/or entity governed and affected by this Agreement, the development of any portion of the Development Area or the issuance of certificates of occupancy or other approvals associated therewith. The County shall be deemed to be performing its obligations under this Agreement in a timely manner to the extent that those obligations are also required under the 404 Permit and are being performed within the time frames established thereunder.

7 Assignability. The Parties shall not assign, convey, encumber or otherwise transfer their respective obligations under this Agreement separate from their respective interests in the Development Area. Furthermore, Master Developer shall not assign, convey or otherwise transfer its obligations under Section 1.1 above without the prior written consent of the County, Corps, the City, Master Developer, the Master Association, the Developers and the Owners Associations. Other than the foregoing restrictions, Master Developer shall have the right to assign, convey, encumber or otherwise transfer its respective rights and obligations under this Agreement without limitation. The County shall not assign, convey, encumber or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the Corps, the City, Master Developer, the Master Association, the Developers and the Owners Associations.

8 Headings. Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

9 No Third Party Rights. The obligations of the Master Developer and County set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except that the Corps, City, the Master Association, the Developers and the Owners Associations shall, individually or jointly, be entitled to enforce any provision of this Agreement.

10 Binding Effect. This Agreement shall be binding upon the Parties and their respective officers, agents, employees, successors and assigns. The covenants contained herein shall be deemed to run with the Development Area and Wetlands Area and a copy of this Agreement shall be recorded in the office of the Davis County Recorder, State of Utah.

11 Termination. The term of this Agreement shall commence as of the Effective Date and shall continue in full force and effect until the Parties complete their respective obligations hereunder unless sooner terminated as provided herein. Notwithstanding anything in this Agreement to the contrary, upon termination of this Agreement for any reason, the obligations of the Parties shall terminate but none of the licenses, permits, uses or other rights theretofore granted by the County, Corps or City to the respective portions of the Development Area including Wetlands Area shall be rescinded in any manner.

12 Release of Obligations.

12.1 Master Developer. Master Developer shall only be released from its obligations under this Agreement after completing those obligations.

12.2 County Obligations. The County shall only be released from its obligations under this Agreement after completing those obligations.

12.3 Corps, City and Developers. The Corps, City and Developers, Owner Associations and individual owners and users of the Project shall have no liability or responsibility for obligations under this Agreement and shall be allowed to acquire, own, develop, maintain and use the Project in compliance with all applicable laws regardless of the status of performance by the County under this Agreement, including the status of the 404 Permit. In the event of any default under this Agreement, the Corps, City, County or Master Developer shall not take any action that would damage, injure, impair or revoke approvals, licenses, permits, uses or other rights associated with Master Developer, the Developers, owner associations and individual owners and users of the Project.

13 Default. An "Event of Default" shall occur under the Agreement if any Party fails to perform its obligations hereunder



where those obligations are due and the defaulting Party has not performed the delinquent obligations within 30 days following delivery to the delinquent Party of written notice of such delinquency (the "Notice of Default"). Notwithstanding the foregoing, if the default cannot be reasonably cured within that 30-day period, a Party shall not be in default so long as that Party commences to cure the default within that 30-day period and diligently continues such cure in good faith until complete.

14 Remedies. Upon the occurrence of an Event of Default, the non-defaulting Party shall have the right to exercise all rights and remedies available at law and in equity, including injunctive relief and specific performance. The County acknowledges that its obligations under this Agreement are unique and defaults may not be compensated by purely monetary damages. Those rights and remedies shall be cumulative. Under no circumstances, even an Event of Default, shall the County have the right to terminate the Agreement or take any action that would damage, injure, impair, prohibit or revoke approvals, licenses, permits, uses or other rights associated with the Master Developer, the Master Association, the Developers, the Owner Associations or their respective portions of the Project that are not in default under this Agreement.

Furthermore, the non-defaulting Party shall have the right to cure the default and seek reimbursement from the defaulting Party for the costs incurred in effecting such cure. Notwithstanding any provision herein to the contrary, the defaulting Party shall reimburse the non-defaulting Party for such costs of curing a default within 30 days following delivery to the defaulting Party of a written notice of such costs along with reasonable support documentation.

15 Third Party Notice and Right To Cure. Any Party that delivers or receives a Notice of Default shall, within three business days of such delivery or receipt, deliver a copy of that Notice to each of the Corps, the City, the Master Association, the Developers and the Owner Associations. Following the delivery of such Notice of Default to such third parties, any of those third parties shall have the right, but not the obligation, to cure the default in question within the longer to occur of (a) 30 days after delivery of such Notice of Default to the third party seeking the cure; or (b) the cure period set forth in the Notice of Default. A cure effected by a third party shall be accepted by all the other Parties as though made by the defaulting Party. If any third party effects such cure, that third party shall have the right to require the defaulting Party to reimburse that third party for the reasonable costs (including attorneys' fees) incurred by that third party in effecting that cure. The defaulting Party shall reimburse the curing third party for those costs within 30 days following delivery to the

defaulting Party of a written invoice and reasonable support documentation for the same.

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16 No Cross-Defaults. If the County or Master Developer or any other person or entity subject to this Agreement shall create an Event of Default hereunder, only the defaulting Party shall be subject to remedies and none of the other Parties governed by this Agreement shall be deemed to be in default or be penalized in any manner. For example, if the County shall create an Event of Default, the Corps or City may exercise its rights and remedies against the County, but shall not take any action that would damage, injure, impair, prohibit or revoke approvals, licenses, permits, uses or other rights associated with the Master Developer, the Developers or their respective portions of the Project that are not in default under this Agreement.

17 Costs of Enforcement. The Parties agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including a reasonable attorneys fee which may arise or accrue to the prevailing Party from enforcing or defending under this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah and/or the City, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

18 Limitation on Liability. Notwithstanding anything in this Agreement to the contrary, no owner, director, officer, employee or agent of the County, Corps, City, Master Developer, Master Association, Developer, Owner Association or other entity utilizing the Project shall have any personal, recourse or deficiency liability associated with this Agreement or the Development Area.

19 Jurisdiction. The Parties and those subject to this Agreement hereby agree that any judicial or arbitration action associated with the Agreement shall be taken in the courts within the jurisdiction where the Wetlands Area is located.

20 Estoppel Certificates. Within 10 days following delivery to any Party of a request for an estoppel certificate respecting the status of performance under this Agreement, the Party to whom that request was delivered shall deliver to the requesting Party a reasonable estoppel certificate respecting such matters. That certificate shall be addressed to any lenders, purchasers, government agencies or other individuals or entities designated by the requesting Party. A Party's failure to deliver such estoppel certificate shall be presumed to mean that such Party is not aware of any defaults or delinquencies under the Agreement and is estopped from asserting the same.

21 No Waiver. Any Party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in a writing by the Party intended to be benefitted by the provisions, and a 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.

22 Severability. If any portion of the Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

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

24 Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; civil commotions; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

25 Cooperation. The Parties shall cooperate together, take such additional actions, sign such additional documentation and provide such additional information as reasonably necessary to accomplish the objectives set forth herein.

26 Knowledge. The Parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

27 Supremacy. In the event of any conflict between the terms of this Agreement and those of any document referred to herein (except for the 404 Permit), this Agreement shall govern.

28 No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the Parties.

29 Notice. All notices or estoppel certificates required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the party for whom intended or if mailed, by certified mail,

return receipt requested, postage prepaid, and addressed to the parties at the following addresses:

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Davis County  
Attn: Chairperson of Board of County Commissioners  
P.O. Box 618  
Farmington, Utah 84025

Prows, Becknell & Alles, L.L.C.  
Attn: Richard Prows  
1070 Oakridge Circle  
Bountiful, Utah 84010

Copies of all notices shall be promptly sent to all parties having a right to cure any Event of Default under this Agreement so long as those parties have delivered to the County and the Master Developer a written request for such notices. The following parties currently have the right, but not the obligation, to cure any Event of Default under this Agreement and hereby request copies of all notices under this Agreement:

Farmington City  
Attn: City Manager  
130 North Main Street  
Farmington, Utah 84025

Shepard's Creek Homes, L.C.  
Attention: Peter S. Cooke  
132 South 600 East  
Salt Lake City, Utah 84102

Shepard Creek BP, LLC  
Attention: R. Kent Buie  
2889 Lucky John Drive  
Park City, Utah 84060

Any Party may change its address for notice under this Agreement by giving written notice to the other Party in accordance with the provisions of this paragraph.

30 Representations and Warranties. All of the Parties hereto hereby represent and warrant to each other that the statements below are true and complete as of the Effective Date and the Commencement Date. Each Party understands that the other Party is relying upon the truthfulness and completeness of the statements below in entering into this Agreement:

30.1 Organization. Each Party is duly organized, validly existing and in good standing under the laws of the state of its organization, with full power and authority to carry out its business in all other states in which it may do business.

30.2 Authority. Each Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individuals executing this Agreement on behalf of each party do so with the full authority of the Party that those individuals represent.

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30.3 Enforceability. The Agreement has been duly authorized, executed and delivered by each Party and constitutes the legal, valid and binding obligation of each Party enforceable in accordance with its terms. To the best of each Party's knowledge, the Agreement complies with all applicable federal, state and local laws and regulations.

30.4 Approvals. No registration with, or consent or approval of, or notice to, or other action by, any person or entity to the Agreement is required to make this Agreement enforceable against the Parties.

30.5 No Default. No Party is in default under any contract that would adversely impact that Party's ability to perform under the Agreement. No Party is subject to any pending or threatened litigation, judgement, order or other proceeding which do at present or could in the future materially and adversely affect the ability of that Party to perform its obligations under this Agreement.

30.6 Capacity. Each Party is properly licensed, experienced and skilled in the type of responsibilities required under the Agreement. Each Party shall perform its obligations under the Agreement in a competent manner consistent with that customarily required of successful entities in comparable industries.

30.7 Documents. All of the statements, records, plans and other documents that the Parties have submitted to each other in connection with the Agreement are true, correct, complete and not misleading. There have been no material changes in those documents from the date that they were submitted to the Parties and the date the Agreement is executed.

31 Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any Party shall not be unreasonably withheld, conditioned or delayed. In the event that a Party requests in writing the approval or consent of another Party on any matter associated with the Agreement and the requesting Party does not receive that other Party's written disapproval within ten (10) days following the date of such request, the non-responding Party's silence shall be deemed to be the non-responding Party's consent to, or approval of, the matter requested by the Party making the request. No consent, approval or authorization, or

the absence thereof, by any Party shall make that Party liable in any manner for the matter subject to that consent, approval or authorization or the consequences thereof. E 1306719 B 2099 P 1324

32 Exhibits. All Exhibits attached hereto and hereby made a part hereof.

33 Recitals. The recitals are incorporated into this Agreement.

34 Amendment. This Agreement may be amended only in writing signed by the Parties. To the extent that any such amendment may reasonably have a direct or indirect impact upon the City, any Developer or Owner Association, that amendment must first be approved in writing by that affected party before that amendment shall be effective.

35 Priority. This Agreement shall be recorded against the Development Area junior to the Master Development Agreement dated as of October 16, 1996, between the City and Master Developer and "Covenants" defined therein, but senior to the Wetlands Easement and all Owner Association covenants and debt security instruments encumbering the Development Area.

36 Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the County, Corps and City for the Wetlands Area contain the entire Agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties, inducements or understandings between the Parties which are not contained in such agreements, regulatory approvals and related conditions.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective duly authorized representatives as of the Effective Date.

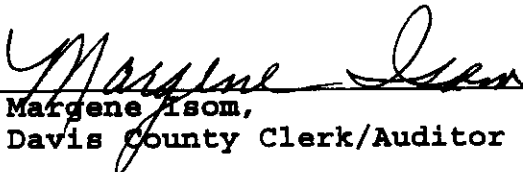
"County"

DAVIS COUNTY,  
a body politic of the  
State of Utah

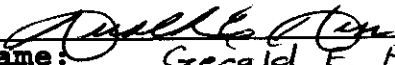
By: Carol R. Page, Pres. Term  
Dannie R. McConkie, Chairperson  
Board of County Commissioners

ATTEST:

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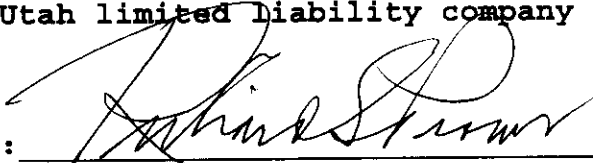
By:   
Margene Isom,  
Davis County Clerk/Auditor

Approved As To Form:

By:   
Print Name: Gerald E. Hess  
Title: Office of Davis County Attorney

"Master Developer"

PROWS, BECKNELL & ALLES, L.L.C.,  
a Utah limited liability company

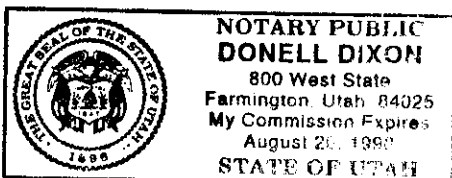
By:   
Richard S. Prows, Manager

MASTER DEVELOPER'S ACKNOWLEDGEMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

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On the 10 day of January, 1997, personally appeared before me Richard S. Prows, who being by me duly sworn, did say that he is the Manager of Prows, Becknell & Alles, L.L.C., a Utah limited liability company, and that said instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement and signed in behalf of said limited liability company.



Donell Dixon  
NOTARY PUBLIC

My Commission Expires:

Residing at:

COUNTY'S ACKNOWLEDGEMENT

STATE OF UTAH )  
 :ss.  
COUNTY OF DAVIS )

On the 13<sup>th</sup> day of January, 1997, personally appeared before me Gayle A. Stevenson, who being by me duly sworn, did say that <sup>Carol R. O'Neil</sup> ~~he~~ is the <sup>Chairperson</sup> ~~Chairperson~~ of the Board of County Commissioners of Davis County, a body politic of the State of Utah, and that said instrument was signed in behalf of the County by authority of its governing body and said Chairperson acknowledged to me that the County executed the same.

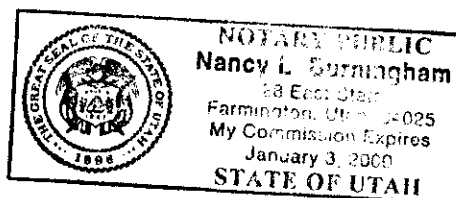
Nancy L. Burningham  
NOTARY PUBLIC

My Commission Expires:

Residing at:

1-3-2000

Farmington, Utah





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF E 1306719 B 2099 P 1327**

**DEVELOPMENT AREA**

## DESCRIPTION OF TOTAL PROJECT UPLAND AREAS

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

**E 1306719 B 2099 P 1328**

All that fractional portion of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the south line of 66 foot wide Shepard Lane; thence, along the south line of said Shepard Lane, South 89°41'42" East 44.36 feet to the TRUE POINT OF BEGINNING of the Parcel herein described; thence continue along the south line of said Shepard Lane, South 89°41'42" East 528.01 feet; thence South 333.45 feet; thence South 89°43'17" East 395.96 feet; thence South 3°37'15" East 477.66 feet; thence South 48°37'29" East 261.11 feet; thence South 21°15'52" East 805.21 feet; thence South 14°34'30" West 221.74 feet; thence South 1°07'29" West 777.63 feet; thence North 89°32'45" West 35.30 feet; thence South 206.08 feet; thence North 89°34'29" West 587.70 feet; thence South 34°29'26" West 73.91 feet; thence North 55°30'34" West 280.00 feet; thence North 0°17'17" East 252.04 feet; thence North 89°42'43" West 260.00 feet; thence North 19°48'35" West 279.17 feet; thence South 86°37'26" West 34.04 feet; thence North 89°42'40" West 125.15 feet; thence North 0°08'11" East 0.60 feet; thence North 89°25'55" West 23.19 feet; thence North 19°47'19" West 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet and a central angle of 110°54'49"; thence northeasterly, along the arc of said curve, 48.39 feet; thence South 88°52'30" East 102.71 feet; thence North 0°00'18" East 327.89 feet; thence North 0°15'42" West 332.80 feet; thence North 1°07'18" East 311.61 feet; thence South 88°52'42" East 343.94 feet; thence North 1°07'17" East 636.00 feet; thence North 89°47'42" West 343.98 feet; thence North 1°07'10" East 50.00 feet; thence North 1°05'46" East 233.72 feet; thence South 89°41'57" East 19.33 feet; thence North 0°00'11" East 100.00 feet to the POINT OF BEGINNING.

Containing 71.16 Acres, more or less.

DESCRIPTION OF PROPOSED WETLANDS AREA

E 1306719 B 2099 P 1329

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that portion of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the southerly line of 66-foot wide Shepard Lane; thence along the southerly line of said Shepard Lane South 89°41'42" East 572.38 feet; thence SOUTH 333.45 feet to an existing fence line on the northerly line of the lands of Farr, as described in the QUIT-CLAIM DEED recorded as entry 383319, Book 520, at Page 888, Davis County Records, and shown on that certain Survey filed as Number 001898, Davis County Surveyor's Office; thence, along said fence line and said property line, South 89°43'17" East 395.96 feet to the TRUE POINT OF BEGINNING of this description; thence describing said parcel of land, South 89°43'17" East 59.35 feet to a point on the westerly right-of-way line of State Highway 89, from which a 2 1/2 inch iron pipe with brass cap, at Station 675+00 bears North 21°16'06" West 334.76 feet; thence along said westerly right-of-way line the following three (3) courses:

- 1) South 21°16'06" East 1680.99 feet;
- 2) South 18°24'06" East 933.67 feet to the beginning of a curve to the right, having a radius of 594.81 feet;
- 3) southwesterly, along the arc of said curve, a distance of 1326.29 feet to a point on the easterly right-of-way line of Interstate Highway 15; thence along said easterly right-of-way line the following nine (9) courses:

- 1) North 70°38'42" West 109.53 feet;
- 2) North 60°41'36" West 416.80 feet;
- 3) North 55°52'29" West 330.36 feet;
- 4) North 55°10'08" West 476.91 feet;
- 5) North 52°08'17" West 791.39 feet to the beginning of a curve to the right, having a radius of 22,798.31 feet;
- 6) northwesterly, along the arc of said curve, a distance of 99.99 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 641+00, 120'RT.;
- 7) North 44°41'33" West 100.50 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 642+00, 130'RT.;
- 8) North 50°20'35" West 623.13 feet to the beginning of a curve to the right, having a radius of 22,788.31 feet;
- 9) northwesterly, along the arc of said curve, a distance of 768.38 feet to the northwesterly line of that certain real property conveyed to The City of Farmington, by SPECIAL WARRANTY DEED, recorded as entry 998127, Book 1545, at Page 501, Davis

WETLANDS AREA  
(continued)

E 1306719 B 2099 P 1330

County Records; thence, along said property line, North 43°03'18" East 175.39 feet to an angle point in said property line; thence continue on said property line South 62°38'42" East 309.65 feet; thence continue on said property line South 49°59'42" East 289.57 feet to the southeasterly corner of said City of Farmington property; thence continue South 49°59'42" East 380.43 feet to the beginning of a curve to the left, having a radius of 350.00 feet; thence easterly and northerly, along the arc of said curve, an arc distance of 599.73 feet to the most westerly corner of Lot 344 of OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; Thence along the boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III the following eleven (11) courses:

- 1) South 37°38'33" East 110.39 feet;
- 2) South 02°03'34" West 88.75 feet;
- 3) South 01°12'59" East 136.92 feet;
- 4) South 19°42'31" East 100.00 feet;
- 5) South 00°25'10" West 70.00 feet;
- 6) South 38°29'12" East 77.10 feet;
- 7) South 00°25'10" West 95.00 feet;
- 8) South 89°34'52" East 202.69 feet to the easterly line of 60-foot wide 1100 West Street;
- 9) North 19°47'19" West, on said easterly line, 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet;
- 10) northeasterly, along the arc of said curve, an arc distance of 48.40 feet to the south line of 60-foot wide 900 North Street;
- 11) South 88°52'30" East, on said south line, 102.71 feet to the easterly boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; thence South 21°15'51" East 357.98 feet to the northerly line of that certain real property conveyed to Max Kerr, being the first parcel of land described in the SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said parcel of land the following seven (7) courses:

- 1) South 89°42'40" East 34.84 feet;
- 2) South 19°47'39" East 276.83 feet;
- 3) South 89°42'43" East 260.00 feet;
- 4) South 00°17'17" West 252.036 feet;
- 5) South 55°30'34" East 280.00 feet;
- 6) North 34°29'26" East 73.914 feet;
- 7) South 89°34'29" East 409.10 feet; thence, leaving said boundary of said parcel of land, South 89°34'29" East 178.60 feet to a point on the westerly line of the second parcel of land conveyed to Max Kerr by SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said lands of Max Kerr, NORTH 206.08 feet to the northwest corner thereof; thence along the north line of

WETLANDS AREA  
(continued)

E 1306719 B 2099 P 1331

last said Kerr parcel, South 89°32'45" East 35.30 feet; thence leaving said Kerr parcel, North 01°07'29" East 777.63 feet; thence North 14°34'30" East 221.74 feet; thence North 21°15'52" West 805.21 feet; thence North 48°37'29" West 261.11 feet; thence North 03°37'16" West 477.66 feet to the point of beginning.

containing 53.406 acres of land more or less.

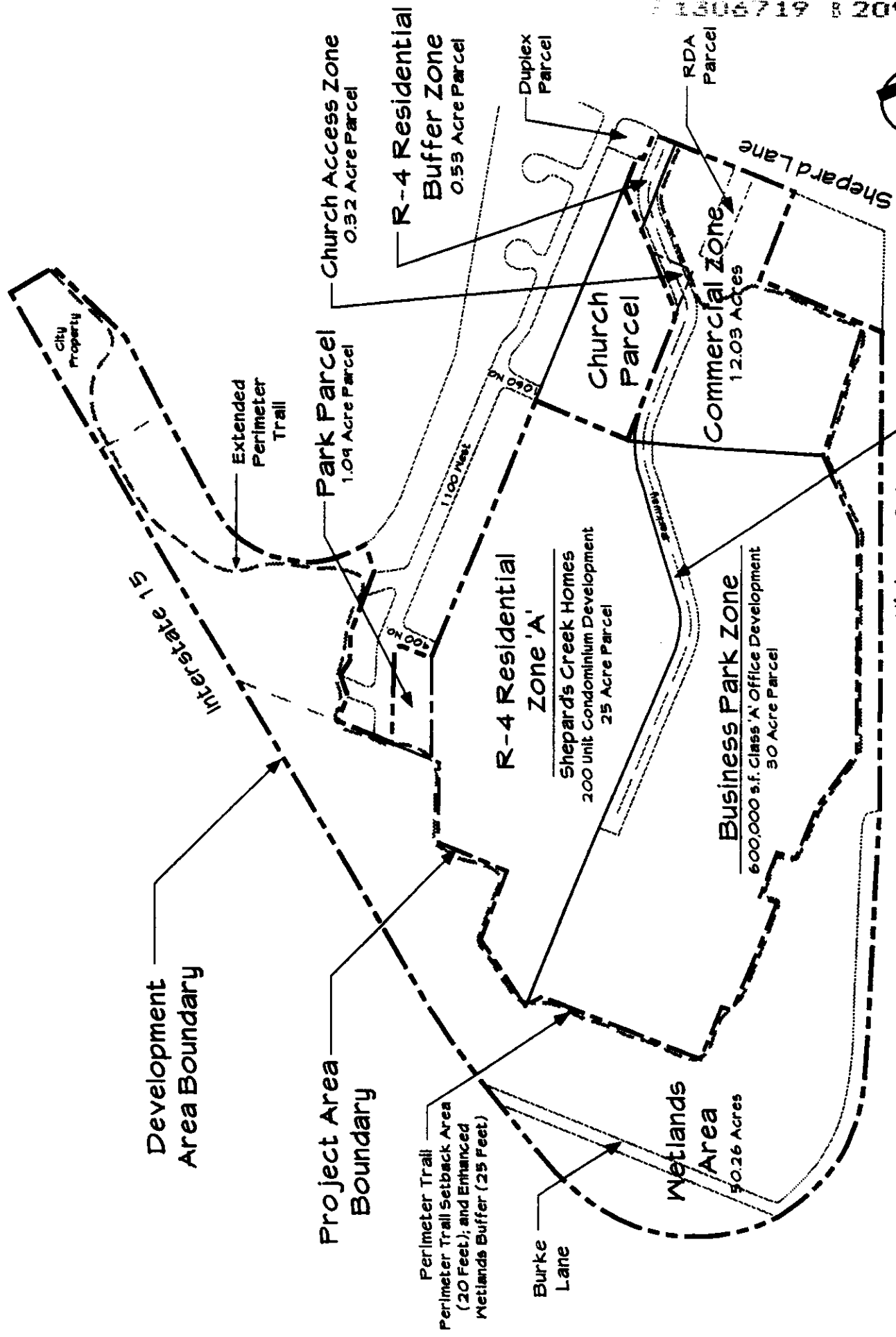
Subject to existing rights-of-way and easements of record.

2S162700.SWL  
5/21/96

**EXHIBIT "B"**

**E 1306719 B 2099 P 1332**

**MASTER CONCEPT DEVELOPMENT PLAN**



Development Area Boundary

Project Area Boundary

Perimeter Trail  
Perimeter Trail Setback Area  
(20 Feet); and Enhanced  
Wetlands Buffer (25 Feet)

Burke Lane

Wetlands Area  
50.26 Acres

R-4 Residential  
Zone 'A'

Shepard's Creek Homes  
200 Unit Condominium Development  
25 Acre Parcel

Business Park Zone  
600,000 s.f. Class 'A' Office Development  
30 Acre Parcel

Church Parcel

Commercial Zone  
12.03 Acres

Parkway  
3.81 Acres

Highway 89

# Development Area Farmington Preserve

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF**

**WETLANDS AREA**

**E 1306719 B 2099 P 1334**

**DESCRIPTION OF THE ENTIRE WETLANDS AREA**

**DESCRIPTION OF THE MASTER DEVELOPER WETLANDS PROPERTY**

**DESCRIPTION OF THE CITY PROPERTY**

**DESCRIPTION OF THE COUNTY WETLANDS PROPERTY (DETERMINED BY TAKING ALL THE WETLANDS AREA LESS THE MASTER DEVELOPER WETLANDS PROPERTY LESS THE CITY PROPERTY)**



4

DESCRIPTION OF PROPOSED  
WETLANDS AREA

E 1306719 B 2099 P 1335

All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that portion of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Commencing at the Northwest corner of said Section 13; thence South 00°12'06" East, along the west line of said Section 13, a distance of 468.75 feet to a point on the southerly line of 66-foot wide Shepard Lane; thence along the southerly line of said Shepard Lane South 89°41'42" East 572.38 feet; thence SOUTH 333.45 feet to an existing fence line on the northerly line of the lands of Farr, as described in the QUIT-CLAIM DEED recorded as entry 383319, Book 520, at Page 888, Davis County Records, and shown on that certain Survey filed as Number 001898, Davis County Surveyor's Office; thence, along said fence line and said property line, South 89°43'17" East 395.96 feet to the TRUE POINT OF BEGINNING of this description; thence describing said parcel of land, South 89°43'17" East 59.35 feet to a point on the westerly right-of-way line of State Highway 89, from which a 2 1/2 inch iron pipe with brass cap, at Station 675+00 bears North 21°16'06" West 334.76 feet; thence along said westerly right-of-way line the following three (3) courses:

- 1) South 21°16'06" East 1680.99 feet;
- 2) South 18°24'06" East 933.67 feet to the beginning of a curve to the right, having a radius of 594.81 feet;
- 3) southwesterly, along the arc of said curve, a distance of 1326.29 feet to a point on the easterly right-of-way line of Interstate Highway 15; thence along said easterly right-of-way line the following nine (9) courses:

- 1) North 70°38'42" West 109.53 feet;
- 2) North 60°41'36" West 416.80 feet;
- 3) North 55°52'29" West 330.36 feet;
- 4) North 55°10'08" West 476.91 feet;
- 5) North 52°08'17" West 791.39 feet to the beginning of a curve to the right, having a radius of 22,798.31 feet;
- 6) northwesterly, along the arc of said curve, a distance of 99.99 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 641+00, 120'RT.;
- 7) North 44°41'33" West 100.50 feet to a 2 1/2 inch iron pipe with brass cap stamped Station 642+00, 130'RT.;
- 8) North 50°20'35" West 623.13 feet to the beginning of a curve to the right, having a radius of 22,788.31 feet;
- 9) northwesterly, along the arc of said curve, a distance of 768.38 feet to the northwesterly line of that certain real property conveyed to The City of Farmington, by SPECIAL WARRANTY DEED, recorded as entry 998127, Book 1545, at Page 501, Davis

WETLANDS AREA  
(continued)

E 1306719 B 2099 P 1336

County Records; thence, along said property line, North 43°03'18" East 175.39 feet to an angle point in said property line; thence continue on said property line South 62°38'42" East 309.65 feet; thence continue on said property line South 49°59'42" East 289.57 feet to the southeasterly corner of said City of Farmington property; thence continue South 49°59'42" East 380.43 feet to the beginning of a curve to the left, having a radius of 350.00 feet; thence easterly and northerly, along the arc of said curve, an arc distance of 599.73 feet to the most westerly corner of Lot 344 of OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; Thence along the boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III the following eleven (11) courses:

- 1) South 37°38'33" East 110.39 feet;
- 2) South 02°03'34" West 88.75 feet;
- 3) South 01°12'59" East 136.92 feet;
- 4) South 19°42'31" East 100.00 feet;
- 5) South 00°25'10" West 70.00 feet;
- 6) South 38°29'12" East 77.10 feet;
- 7) South 00°25'10" West 95.00 feet;
- 8) South 89°34'52" East 202.69 feet to the easterly line of 60-foot wide 1100 West Street;
- 9) North 19°47'19" West, on said easterly line, 319.58 feet to the beginning of a curve to the right, having a radius of 25.00 feet;
- 10) northeasterly, along the arc of said curve, an arc distance of 48.40 feet to the south line of 60-foot wide 900 North Street;
- 11) South 88°52'30" East, on said south line, 102.71 feet to the easterly boundary of said OAKRIDGE COUNTRY CLUB ESTATES, PLAT III; thence South 21°15'51" East 357.98 feet to the northerly line of that certain real property conveyed to Max Kerr, being the first parcel of land described in the SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said parcel of land the following seven (7) courses:

- 1) South 89°42'40" East 34.84 feet;
- 2) South 19°47'39" East 276.83 feet;
- 3) South 89°42'43" East 260.00 feet;
- 4) South 00°17'17" West 252.036 feet;
- 5) South 55°30'34" East 280.00 feet;
- 6) North 34°29'26" East 73.914 feet;
- 7) South 89°34'29" East 409.10 feet; thence, leaving said boundary of said parcel of land, South 89°34'29" East 178.60 feet to a point on the westerly line of the second parcel of land conveyed to Max Kerr by SPECIAL WARRANTY DEED recorded as entry 939968, Book 1435, at Page 443, Davis County Records; thence along the boundary of said lands of Max Kerr, NORTH 206.08 feet to the northwest corner thereof; thence along the north line of

WETLANDS AREA  
(continued)

E 1306719 B 2099 P 1337

last said Kerr parcel, South 89°32'45" East 35.30 feet; thence leaving said Kerr parcel, North 01°07'29" East 777.63 feet; thence North 14°34'30" East 221.74 feet; thence North 21°15'52" West 805.21 feet; thence North 48°37'29" West 261.11 feet; thence North 03°37'16" West 477.66 feet to the point of beginning.

containing 53.406 acres of land more or less.

Subject to existing rights-of-way and easements of record.

2S162700.SWL  
5/21/96

**DESCRIPTION OF PORTIONS OF PROPOSED WETLANDS AREA UNDER CONTROL OF PROWS, BECKNELL & ALLES, L.L.C.:** All that certain real property situate, lying and being in Davis County, State of Utah, described as follows:

All that portion of Sections 13 and 14, Township 3 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

**PARCEL 1:** Commencing at the Northwest corner of said Section 13; thence South  $00^{\circ}12'06''$  East, along the West line of said Section 13, a distance of 468.75 feet to a point on the Southerly line of 66 foot wide Shepard Lane; thence along the Southerly line of said Shepard Lane South  $89^{\circ}41'42''$  East 572.38 feet; thence South 333.45 feet to an existing fence line on the Northerly line of the lands of Farr, as described in the Quit-Claim Deed recorded as Entry No. 383319, in Book 520, at Page 888, Davis County Records, and shown on that certain Survey filed as Number 001898, Davis County Surveyor's Office; thence along said fence line and said property line, South  $89^{\circ}43'17''$  East 395.96 feet to the true point of beginning of this description; thence describing said parcel of land, South  $89^{\circ}43'17''$  East 59.35 feet to a point on the Westerly right of way line of State Highway 89, from which a 2 1/2 inch iron pipe with brass cap, at Station 675+00 bears North  $21^{\circ}16'06''$  West 334.76 feet; thence along said Westerly right of way line, South  $21^{\circ}16'06''$  East 1643.96 feet to the Northerly line of a frontage road as conveyed to the State Road Commission of Utah; thence along the Westerly right of way line of said frontage road, Southwesterly, along the arc of a curve to the left, having a radius of 75 feet, through a central angle of  $69^{\circ}01'16''$  an arc distance of 90.35 feet; thence continue along right of way line, South  $18^{\circ}24'06''$  East 234.54 feet to the Northerly line of that certain parcel of land conveyed by Warranty Deed recorded as Entry 66685, Book 773, at Page 73, Davis County Records, said point being on the East-West Quarter Section line of said Section 13, and from which a 6 inch square concrete monument with brass plate set at the center of said Section bears South  $89^{\circ}58'33''$  East 960.49 feet; thence along said Northerly line, also being the East-West Quarter Section line of said Section 13, North  $89^{\circ}58'33''$  West 248.16 feet; thence North  $01^{\circ}07'29''$  East 222.11 feet; thence North  $14^{\circ}34'30''$  East 221.74 feet; thence North  $21^{\circ}15'52''$  West 805.21 feet; thence North  $48^{\circ}37'29''$  West 261.11 feet; thence North  $03^{\circ}37'16''$  West 477.66 feet to the point of beginning.

**LESS AND EXCEPTING** the following described property: Beginning at a point 1277.89 feet South  $89^{\circ}52'45''$  West along the Quarter Section line from the center of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian; running thence South  $0^{\circ}39'$  West 151.8 feet, thence North  $89^{\circ}52'45''$  East 359.68 feet, more or less, to the West line of a highway, thence North  $18^{\circ}16'30''$  West 159.74 feet along said highway to the Quarter Section line, thence South  $89^{\circ}52'45''$  West 307.89 feet, more or less, to the point of beginning.

**PARCEL 2:** Beginning at the intersection of the Southerly line of that certain parcel of land conveyed by Warranty Deed recorded as Entry No. 66685, Book 773, at Page 73, Davis County Records, with the Westerly right of way line of the frontage road as conveyed to the State Road Commission of Utah, said point being North 89°58'33" West 960.49 feet on the East-West Quarter Section line of said Section 13 and South 18°24'06" East 159.99 feet along said right of way line from a 6 inch square concrete monument with brass plate set at the center of said Section 13; thence describing said parcel of land, South 18°24'06" East 428.95 feet along said right of way line to a point of intersection with the Northerly line of Parcel 2, as described in the document recorded as Entry No. 702566, Book 1035, Page 857, Davis County Records; thence along said Northerly line, and the Northerly line of a parcel of land conveyed by Special Warranty Deed recorded as Entry 939968, Book 1435, at Page 443, Davis County Records, North 89°32'45" West 444.99 feet; thence leaving last said Northerly line, North 01°07'29" East 403.70 feet to the Southerly line of aforesaid parcel of land conveyed by Warranty Deed recorded as Entry 66685, Book 773, at Page 73, Davis County Records; thence along said Southerly line; South 89°58'33" East 301.64 feet to the point of beginning.

**PARCEL 3:** Beginning at a point on the Westerly line of a parcel of land conveyed by Special Warranty Deed recorded as Entry 939968, Book 1435, at Page 443, Davis County Records, said point being North 89°58'33" West 960.49 feet on the East-West Quarter Section line of said Section 13 and South 18°24'06" East 588.94 feet along the Westerly right of way line of the frontage road and North 89°32'45" West 480.29 feet and South 206.08 feet from a 6 inch square concrete monument with brass plate set at the center of said Section 13; thence describing said parcel of land, South 90.92 feet; West 10.00 feet; South 279.94 feet to the North line of Burke Lane; thence along said North line North 89°32'45" West 419.87 feet to the Easterly line of a parcel of land conveyed by Special Warranty Deed recorded as Entry 939968, Book 1435, at Page 443, Davis County Records; thence along said Easterly line the following 3 courses: 1) North 00°25'31" East 110.70 feet; 2) South 89°34'29" East 248.52 feet; 3) North 00°25'31" East 260.00 feet; thence South 89°34'29" East 178.60 feet to the point of beginning.

**DESCRIPTION OF THE FARMINGTON CITY PARCEL**

**(Retyped from the Warranty Deed recorded in  
Book 1545 at Page 501 Salt Lake County Records) E 1306719 B 2099 P 1340**

Beginning at a point South 569.25 feet and South 89°42' East 26.87 feet and South 1°05'31" West 233.73 feet and South 1°07' West 992.10 feet and South 0°16' East 332.80 feet and South 660.14 feet and North 89°35'08" West 637.93 feet, more or less, to the Easterly line of a Highway, and North 52°13'55" West 30.83 feet and North 44°30'23" West 100.5 feet and North 50°20'53" West 623.13 feet along said highway to the p.c. of a 22,788.31 foot radius curve to the left, and Northwesterly 167.31 feet along the arc of said curve along said Highway (L.C. bears North 50°02'56" West 167.31 feet), from the Northeast corner of Section 14, Township 3 North, Range 1 West, Salt Lake Meridian, in the City of Farmington, and running thence Northwesterly 605.977 feet (L.C. bears North 49°22'33" West 605.977 feet) to a corner of the Oakridge Country Club Property; thence along said property North 43°03' East 175.67 feet; thence South 62°39' East 309.65 feet; thence South 50° East 289.57 feet; thence South 40° West 252.86 feet to the point of beginning, containing 3.15 acres, more or less.

Subject to easements, agreements, reservations and restrictions of record.

Thompson-Hysell Engineers has not performed a boundary survey which includes this parcel and therefore makes no claims as to accuracy of this description. This description was re-typed from the original Warranty Deed for clarity.

**DESCRIPTION OF MAX KERR PROPERTY**

**E 1306719 B 2099 P 1341**

**Beginning at point South 0°08'0.6" West 145.20 feet from the West Quarter corner of Section 13, Township 3 North Range 1 West, Salt Lake Base and Meridian, and running thence South 89°42'52.9" East 160.0 Feet; thence South 19°47'49" East 276.83 feet ; thence South 89°42'52.9" East 260.0 feet; thence South 0°17'7.1" West 252.036 feet; thence South 55°30'44.7 East 280.0 feet; thence North 34°29'15.3" East 73.914 feet ; thence South 89°34'39.6" East 409.10 feet; thence South 0°25'20.4" West 260.0 feet; thence North 89°34'39.6" West 248.52 feet; thence South 0°25'20.4" West 100.0 feet; thence North 89°34'39.6" West 260.0 feet along the North line of said Lane to the East line of U.S. Highway 91; thence along the Easterly line of said Highway the following 4 courses; North 55°30'44.7" West 777.384 feet; thence North 53°42'8.6" West 63.127 feet; North 51°36'0.3" West 126.731 feet; North 52°6'3.6" West 684.536 feet; thence South 89°35'8.0" East 440.932 feet; thence South 89°35'8.6" East 207.135 feet; thence South 0°08'0.6" West 0.596 feet to the point of beginning.**

**Beginning at point 56.525 chains West and 1751.64 feet North and East 8.25 feet and North 297 feet and West 173.58 feet from the Southeast corner of Section 13, Township 3 North, Range 1 West, Salt Lake Base and Meridian, in the City of Farmington, Utah. Said point of beginning also being 627 feet North of the centerline of Burke Lane and due North of a point 59.03 chains West of the Southeast corner of said Section 13 and also being the Northwest corner of the property conveyed to Annie Baker and running thence South 297 feet; thence West 10 feet, thence South 280 feet to the North line of Burke Lane; thence South 89°41' East 40.07 feet along the said North line; thence North 100 feet; thence South 89°41' East 135.26 feet; thence North 180.0 feet; thence East 8.25 feet; thence North 297 feet; thence South 89°41' West 173.58 feet to the point of beginning.**

1306719 B 2099 P 1342

**THIS PAGE WAS BLANK  
OR NOT FILLED IN AT  
TIME OF RECORDING  
CAROL DEAN PAGE  
Davis County Recorder**