

RECORDING REQUESTED BY
& AFTER RECORDING RETURN TO:

Wood Ranch Development, LLC
Attn: Skylar Tolbert
978 East Woodoak Lane
Salt Lake City, Utah 84117

13861714 B: 11290 P: 5967 Total Pages: 14
01/04/2022 11:14 AM By: dhummel Fees: \$40.00
AGREE- AGREEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: BARTLETT TITLE INSURANCE AGENCY, INC.
1993 NORTH STATE STREETPROVO, UT 84604

With a copy to:

The Church of Jesus Christ of Latter-day Saints
Attn: Terry Bradshaw [Prop. No. 501-5337]
50 E. North Temple, 10th Floor
Salt Lake City, Utah 84150

Tax Parcel Nos.: 20-28-200-006-0000

BT-19673

Space Above for Recorder's use

IMPROVEMENTS AGREEMENT

THIS IMPROVEMENTS AGREEMENT (this "**Agreement**") is entered into as of the 29 day of December, 2021 (the "**Effective Date**"), by and between WOOD RANCH DEVELOPMENT, LLC, a Utah limited liability company ("**Wood Ranch**"), G & N WOOD PROPERTIES, LLC, a Utah limited liability company ("**G & N**"), and THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole ("**CHC**"). Wood Ranch, G & N, and CHC may be referred to herein each individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

A. Wood Ranch and G & N are the fee simple owners of certain real property located in West Jordan, Salt Lake County, Utah, legally described on Exhibit A attached hereto and incorporated herein by reference (the "**Wood Ranch Property**").

B. CHC owns certain real property located adjacent to the Wood Ranch Property, legally described on Exhibit B attached hereto and incorporated herein by reference (the "**CHC Property**"; each of the Wood Ranch Property and the CHC Property may be referred to herein as a "**Property**" and collectively as the "**Properties**").

C. In connection with development of the Properties, the Parties desire to construct an access roadway and related improvements on the Wood Ranch Property (the "**Improvements**") which will (i) provide vehicular and pedestrian ingress and egress to and from the Properties, and (ii) connect with other access roadways which will service portions of the Properties.

D. Additionally, in connection with CHC's development of the CHC Property, the Parties desire to grade the CHC Property to the condition as provided for herein (the "**Site Grading**").

E. The Parties desire to enter into this Agreement to govern the construction of and cost-sharing agreement related to the Improvements and completion of the Site Grading.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the covenants herein contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals above are incorporated herein as though set forth in full.

2. **Plans.** Wood Ranch shall cause its engineers, surveyors, designers and other consultants to prepare (i) plans and specifications for the design and construction of the Improvements (the “Plans”) and (ii) a proposed construction budget (the “Construction Budget”) detailing the total costs proposed to construct the Improvements (the “Construction Costs”) and each Party’s share of the Construction Costs as it relates to that portion of the Improvements attributable to such Party’s Property. Once prepared, Wood Ranch shall provide copies of the Plans and the Construction Budget to CHC for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Not later than ten (10) days after CHC’s receipt of the same, CHC shall either provide written comments regarding the same or provide its approval of the same. In the event CHC shall not approve the Plans and Construction Budget, the notice of disapproval shall specifically set forth (i) the objections to the Plans and/or the construction Budget, and (ii) the reasonable modifications to the same required to be made to obtain CHC’s approval. The Parties shall cooperate in good faith in the preparation, review and approval of the Plans and the Construction Budget. In the event CHC shall fail to respond within said ten (10) days, the Plans and Construction Budget shall be deemed approved.

3. **Improvements.**

3.1 **Construction of Improvements.** Subject to reimbursement as provided for in this Agreement, Wood Ranch shall install, construct, or cause to be constructed, the Improvements in accordance with the Plans. The Improvements shall further be constructed and installed in a good and workmanlike manner, and in accordance with the requirements, approvals, regulations, ordinances, specifications, standards, and other governing documents established by the applicable governmental authorities or agencies (the governmental entity or entities having authority or jurisdiction to approve specific matters set forth in this Agreement shall hereinafter be referred to as the “Governmental Entity”). The Parties further agree the Improvements shall include the road (the “Road”) generally depicted on the site plan attached hereto as Exhibit C and incorporated herein by reference.

3.2 **Construction Coordination.** If Wood Ranch is constructing the Improvements at the same time that CHC is constructing on the CHC Property any improvements (collectively, the “CHC Improvements”), including, without limitation, all water and irrigation pipes, lines and ditches, curbs, drainage swales, gutters, asphalt surfaces, signs, lighting, buildings, etc., Wood Ranch and CHC will work together in good faith to coordinate such construction in an efficient and cost-effective manner and each Party will diligently complete all construction activities within a commercially reasonable time under the circumstances. Any delays in the construction of the Improvements caused by construction of the CHC Improvements shall extend the date set forth in Section 2.3 for the period equal to the period of such delay.

3.3 **Completion.** Wood Ranch may construct the Improvements in phases. If CHC needs the Improvements completed ahead of Wood Ranch’s phasing schedule, CHC shall give Wood Ranch written notice of its need for the Improvements (“Completion Request”). Wood Ranch shall begin construction of the unimproved portion of the Improvements within twelve (12) months of its receipt of the Completion Request. Wood Ranch shall complete the Improvements within twenty-four (24) months of the Completion Request. If Wood Ranch fails to start or complete the Improvements as required herein, CHC may (but is not obligated to), upon not less than thirty (30) days’ written notice to Wood Ranch, undertake

to complete construction of the Improvements. Effective as of the date, if ever, on which CHC undertakes to complete the Improvements, Wood Ranch assigns by this Agreement all right, title and interest in and to any plans, specifications, drawings, surveys, engineering work, reports and studies, permits, contracts and other materials pertinent to the Improvements, to the extent assignable, to CHC in order to enable CHC to complete the Improvements. Should CHC exercise its self-help rights herein, Wood Ranch shall reimburse CHC for that portion of the Improvements attributable to the Wood Ranch Property as set forth in the approved Construction Budget within thirty (30) days following completion of the Improvements and dedication of the same to the applicable Dedication Entities, and the receipt by Wood Ranch of all of the following for all Construction Costs incurred by CHC: (a) AIA Documents G-702 Contractors Application for Payment and G-703 Continuation Sheet, properly completed by the general contractor and certified by an engineer; (b) reasonable evidence of costs incurred or paid by CHC, together with such backup information as Wood Ranch may reasonably require; (c) confirmation by Wood Ranch of proper installation, and (d) executed lien waivers. Any payment not made by Wood Ranch to CHC within such thirty (30)-day period shall be deemed delinquent and shall accrue interest at the rate of eight percent (8%) per annum.

3.4 Dedication. Following completion of each phase of the Improvements, the Parties shall cooperate to dedicate any applicable portion of the same to the applicable Governmental Entity and/or other public utility service providers (collectively, the “**Dedication Entities**”). The Parties agree to fully cooperate with each other in the dedication, development, design, installation and construction of the Improvements, which cooperation includes, but is not limited to, signing dedication documents (including dedication plats), easements and other instruments necessary for the Improvements to be fully functional, installed, dedicated and accepted by the Dedication Entities pursuant to the requirements of the applicable Dedication Entities.

3.5 Cost Sharing. The Parties agree that the Construction Costs shall be as set forth in the approved Construction Budget, subject to any change orders that may be necessary, which shall be reasonably agreed to by the Parties. Within thirty (30) days following completion of each phase of the Improvements and dedication of the same to the applicable Dedication Entities, and the receipt by CHC of all of the following for all Construction Costs: (a) AIA Documents G-702 Contractors Application for Payment and G-703 Continuation Sheet, properly completed by the general contractor (b) reasonable evidence of costs incurred or paid by Wood Ranch, together with such backup information as CHC may reasonably require; (c) confirmation by CHC of proper installation, and (d) executed lien waivers, CHC agrees to reimburse Wood Ranch for that portion of the Improvements attributable to the CHC Property as set forth in the approved Construction Budget; provided, however, the Parties agree that CHC shall reimburse Wood Ranch for 50% of the Construction Costs applicable to that portion of the Road designated as “Section #1” on Exhibit C and for 0% of the Construction Costs applicable to that portion of the Road designated as “Section #2” on Exhibit C, in being the agreement of the Parties that all costs associated with construction of Section #2 shall be borne exclusively by Wood Ranch without any participation by CHC. Any payment not made by CHC to Wood Ranch within such thirty (30)-day period shall be deemed delinquent and shall accrue interest at the rate of eight percent (8%) per annum.

4. Site Grading. In conjunction with Wood Ranch completing the Improvements as provided for in Section 3.3 above (whether in accordance with its phasing schedule or in response to the Completion Request), it shall also cause its engineers, surveyors, designers and other consultants to prepare and submit to CHC for its approval—which approval shall be completed similar to CHC’s approval rights for the Plans as set forth above—a site grading plan (the “**Grading Plan**”) for the CHC Property to grade the same to an elevation agreed upon by the Parties. Once CHC has approved the Grading Plan, Wood Ranch shall, at its sole cost and expense, complete the Site Grading together with the Improvements. The Site Grading shall further be completed in a good and workmanlike manner, and in accordance with the requirements,

approvals, regulations, ordinances, specifications, standards of all applicable Governmental Entities, including those related to environmental contamination.

5. **Grant of Temporary Easement.** Each Party hereby conveys to each other Party a temporary, non-exclusive easement (the "**Temporary Easement**") on, over, and across such Party's Property as reasonably necessary for the Parties to construct the Improvements and complete the Site Grading. Each parties' use of the Temporary Easement shall not interfere with the other parties' use of its property, including but not limited to construction, grading, farming activities. Upon the completion and dedication of the Improvements, and upon completion of the Site Grading, the Temporary Easement shall automatically terminate and have no further force or effect whatsoever, and need not thereafter be shown on any commitment for, or policy of, title insurance.

6. **Joinder by G & N.** G & N joins in this Agreement for the express and sole purposes of agreeing to the recording of this Agreement against title to the Wood Ranch Property, agreeing to any Improvements to be constructed on the Wood Ranch Property as provided for herein, and granting of the Temporary Easement on, over and across the Wood Ranch Property. The Parties hereby agree that all duties, obligations and liabilities related to the Improvements and Site Grading shall be borne exclusively by Wood Ranch.

7. **Access.** Each Party and its agents, servants, employees, consultants, contractors, subcontractors and invitees (collectively, "**Agents**") will have the right to enter upon each other Party's Property only for the purposes permitted by this Agreement. Such Party's Agents will make such entry at their sole risk and hazard.

8. **Restoration.** Each Party, at its sole cost and expense and without reimbursement by any other Party, will be responsible for any damage done to another Party's property or to the improvements being constructed by another Party by such responsible Party or its Agents. Such responsible Party will promptly repair any such damage and will restore the property or the improvements concerned to the same or better condition as they existed prior to such damage.

9. **Liens.** Each Party will keep each other Party's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under such performing Party, and will indemnify, hold harmless and agree to defend each other Party from any liens that may be placed on such other Party's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under such performing Party or any of such performing Party's Agents. Any such liens will be released of record or bonded over within thirty (30) days after the filing thereof.

10. **Insurance.** Each Party will maintain in force (a) a commercial general liability insurance policy or policies with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate, (b) workers compensation/employer's liability insurance in the amounts required under applicable workers' compensation laws, and (c) automobile liability insurance for "any auto" for which such insuring Party may be legally responsible, with not less than a combined single limit coverage of at least \$1,000,000.00, and maintain such policy or policies in full force and effect during the entire term of this Agreement.

11. **Compliance with Laws.** Each Party will comply with all 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, land use, and environmental law.

12. **Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its respective employees, officers, directors, representatives, agents, servants, attorneys, affiliates, members, parents, subsidiaries, successors and assigns from and against all claims, losses, costs, damages, expenses, liabilities, liens, actions, causes of actions, assessments, fines and penalties of any kind including court costs and attorney fees actually incurred from any cause, other than the indemnified Party's gross negligence and/or willful misconduct, arising out of or relating directly or indirectly to this Agreement.

13. **Term.** The term of this Agreement (the "**Term**") will commence on the Effective Date and automatically terminate upon (a) completion of the Site Grading, (b) dedication of the Improvements to the Dedication Entities and (c) Party's payment to the Party entitled thereto of such paying Party's proportionate share of the total Construction Costs and any other amounts due under this Agreement.

14. **Effect of Unavoidable Delays.** If any Party to this Agreement shall be delayed or hindered in or prevented from the performance required hereunder by reason of (i) strikes, lockouts or labor disputes, (ii) inability to obtain labor or materials or reasonable substitutes therefore, (iii) acts of God, (iv) natural disasters (including floods, earthquake, fire, hurricanes, windstorms, tornadoes), (v) pandemic, epidemic, outbreak of infectious diseases or other public health crisis, including quarantine, governmental restrictions, or other employee restrictions as a result thereof, (vi) any moratorium or other governmental or court imposed restrictions, (vii) riots, criminal acts, insurrection, war, (viii), vandalism, (ix) defective materials or work by third party contractors or jobsite accidents, or (x) other reason of like nature beyond the reasonable control of the party delayed in such performance (collectively, "**Force Majeure**"), then (a) the period for performance shall be extended by the period of time equivalent to the delay caused by such Force Majeure, or (b) performance shall be excused during the period of non-performance caused by such Force Majeure, as applicable. Notwithstanding the foregoing, any extension of time for such Force Majeure shall be conditioned upon the party seeking an extension of time delivering written notice of such Force Majeure to the other party within ten (10) days of the commencement of the delay caused by the Force Majeure and shall terminate upon cessation of such Force Majeure. This Section regarding Force Majeure shall not apply to any obligation to pay any sums due under this Agreement and the lack of the financial ability of a Party to perform its obligations hereunder shall not constitute Force Majeure.

15. **Notices.** Any notice required or desired to be given under this Agreement shall be considered given either: (a) when delivered in person to the intended Party, or (b) upon delivery by reputable overnight carrier. All notices shall be given at the following addresses:

If to Wood Ranch: Wood Ranch Development, LLC
Attn: Skylar Tolbert
978 East Woodoak Lane
Salt Lake City, UT 84117
Email: skylart@ivorydevelopment.com

With a copy to: Third Cadence, LLC
Attn: Gary Langston
P.O. Box 901339
Sandy, UT 84090
Email: gary@thirdcadence.com

If to G & N: G & N Wood Properties, LLC
Attn: Norma G. Wood
45 East Vine Street
Salt Lake City, UT 84107

Email: _____

With a copy to: Ray Quinney & Nebeker, P.C.
Attn: Blake Bauman
36 South State Street, Suite 1400
Salt Lake City, Utah 84111
Email: bbauman@rqn.com

If to CHC: The Church of Jesus Christ of Latter-day Saints
Attn: Terry Bradshaw [Prop. No. 501-7624]
50 E. North Temple, 10th Floor
Salt Lake City, UT 84150
Email: BradshawTR@ChurchofJesusChrist.org

With a copy to: Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, UT 84111
Attn: Bryce K. Dalton and Loyal Hulme
Email: bdalton@kmclaw.com; lhulme@kmclaw.com

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

16. **Interpretation.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the other gender, the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association or combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provision of this Agreement. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns. Time is of the essence.

17. **No Waiver.** Acceptance by any Party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such Party to enforce all of the terms and conditions hereof. Except as otherwise expressly provided herein, no waiver of any such right hereunder shall be binding unless reduced to writing and signed by the Party to be charged therewith.

18. **Invalidity of Provision.** If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

19. **Attorneys' Fees.** If any action is brought because of any breach of, or to enforce or interpret any of the provisions of, this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

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

[Signatures to follow]

**SIGNATURE PAGE
TO
IMPROVEMENTS AGREEMENT**

WOOD RANCH:

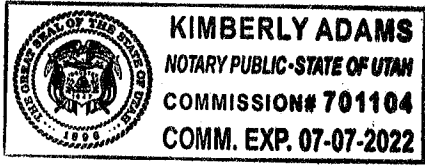
Wood Ranch Development, LLC
a Utah limited liability company

By: *[Signature]*
Name: Kevin Anglesey
Its: Manager

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on the 30 day of December, 2021, by Kevin Anglesey, Manager of Wood Ranch Development, LLC, a Utah limited liability company.

[Signature]
Notary Public



**SIGNATURE PAGE
TO
IMPROVEMENTS AGREEMENT**

CHC:

THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS,
a Utah corporation sole

By: *Craig E. Weidmer*
Name: CRAIG E. WEIDMER
Its: Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 29th day of December, 2021, personally appeared before me Craig E. Weidmer, personally known to me to be an Authorized Agent of THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said Corporation, and that said instrument is the free and voluntary act of said Corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said Corporation and that said Corporation executed the same.

WITNESS my hand and official seal.



Amy M. Schaber
Notary Public

EXHIBIT A

(Legal Description of the Wood Ranch Property)

A thirty-six (36) foot wide access easement, located in the Northwest Quarter of Section 27 and the Northeast Quarter of Section 28, Township 2 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending eighteen (18) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of State Road 111 (Bacchus Highway), said point lies North $89^{\circ}58'53''$ West 297.554 feet along the Section Line and South 2171.145 feet (Basis of bearings is North $89^{\circ}58'53''$ West between a found brass cap monument marking the North Quarter Corner and a found stone with lead plug marking the Northwest Corner of Section 27, T2S, R2W, SLB&M) from said North Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North $81^{\circ}42'28''$ West 239.010 feet; thence North $81^{\circ}04'53''$ West 134.542 feet; thence North $81^{\circ}04'13''$ West 144.358 feet; thence North $75^{\circ}45'44''$ West 186.610 feet to a point on a 500.000 foot radius tangent curve to the right, (radius bears North $14^{\circ}14'16''$ East, Chord: North $70^{\circ}22'26''$ West 93.904 feet); thence along the arc of said curve 94.043 feet through a central angle of $10^{\circ}46'35''$; thence North $64^{\circ}59'09''$ West 1170.954 feet to a point on a 500.000 foot radius tangent curve to the left, (radius bears South $25^{\circ}00'51''$ West, Chord: North $75^{\circ}47'41''$ West 187.537 feet); thence along the arc of said curve 188.654 feet through a central angle of $21^{\circ}37'05''$ to a point of reverse curvature with a 3329696.539 foot radius tangent curve to the right, (radius bears North $03^{\circ}23'46''$ East, Chord: North $86^{\circ}35'32''$ West 1340.462 feet); thence along the arc of said curve 1340.462 feet through a central angle of $00^{\circ}01'23''$ to a point of compound curvature with a 1167.000 foot radius non tangent curve to the right, (radius bears North $84^{\circ}08'24''$ West, Chord: South $23^{\circ}07'34''$ West 692.751 feet); thence along the arc of said curve 703.348 feet through a central angle of $34^{\circ}31'55''$; thence North $50^{\circ}22'19''$ West 268.539 feet to a point on a 300.000 foot radius tangent curve to the left, (radius bears South $39^{\circ}37'41''$ West, Chord: North $68^{\circ}06'50''$ West 182.838 feet); thence along the arc of said curve 185.793 feet through a central angle of $35^{\circ}29'02''$; thence North $85^{\circ}51'21''$ West 75.527 feet; thence North $04^{\circ}09'18''$ East 29.981 feet to the point of terminus.

Contains Approx. 4762 L.F.

EXHIBIT B

(Legal Description of the CHC Property)

PARCEL 1:

Beginning at a point that lies West 1635.152 feet and South 588.364 feet (Basis of bearings is North 89°58'53" West between a found brass cap monument marking the North Quarter Corner and a found stone with lead plug marking the Northwest Corner of Section 27, T2S, R2W, SLB&M) from said Northwest Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North 68°52'59" East 144.274 feet; thence South 21°07'56" East 328.241 feet to a point on a 326.764 foot radius non tangent curve to the right, (radius bears South 69°35'55" West, Chord: South 02°42'12" East 198.671 feet); thence along the arc of said curve 201.865 feet through a central angle of 35°23'45" to a point of reverse curvature with a 368.238 foot radius non tangent curve to the left, (radius bears South 74°59'29" East, Chord: South 03°16'02" East 230.953 feet); thence along the arc of said curve 234.916 feet through a central angle of 36°33'06" to a point of reverse curvature with a 233.183 foot radius non tangent curve to the right, (radius bears South 68°29'03" West, Chord: South 18°14'10" West 298.226 feet); thence along the arc of said curve 323.567 feet through a central angle of 79°30'15" to a point of compound curvature with a 357.507 foot radius non tangent curve to the right, (radius bears North 31°57'33" West, Chord: South 68°34'36" West 130.738 feet); thence along the arc of said curve 131.478 feet through a central angle of 21°04'17" to a point of reverse curvature with a 172.955 foot radius non tangent curve to the left, (radius bears South 10°48'53" East, Chord: South 41°48'50" West 209.959 feet); thence along the arc of said curve 225.619 feet through a central angle of 74°44'33"; thence North 85°50'42" West 110.836 feet to a point on a 293.436 foot radius non tangent curve to the right, (radius bears North 04°58'13" East, Chord: North 41°00'04" West 407.886 feet); thence along the arc of said curve 450.978 feet through a central angle of 88°03'26"; thence North 03°32'00" East 154.139 feet; thence South 86°28'00" East 200.063 feet to a point on a 181.688 foot radius non tangent curve to the right, (radius bears South 73°50'38" East, Chord: North 36°05'32" East 123.901 feet); thence along the arc of said curve 126.437 feet through a central angle of 39°52'20" to a point of compound curvature with a 305.997 foot radius non tangent curve to the right, (radius bears South 33°34'45" East, Chord: North 76°29'16" East 209.987 feet); thence along the arc of said curve 214.342 feet through a central angle of 40°08'03"; thence North 06°32'13" East 154.968 feet; thence North 06°36'25" East 224.847 feet; thence North 21°07'01" West 200.276 feet to the point of beginning.

Property contains 10.000 acres.

PARCEL 2:

Beginning at a point that lies West 1635.152 feet and South 588.364 feet (Basis of bearings is North 89°58'53" West between a found brass cap monument marking the North Quarter Corner and a found stone with lead plug marking the Northwest Corner of Section 27, T2S, R2W, SLB&M) from said Northwest Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence South 21°07'01" East 200.276 feet; thence South 06°36'25" West 224.847 feet; thence South 06°32'13" West 154.968 feet to a point on a 305.997 foot radius non tangent curve to the left, (radius bears South 06°33'17" West, Chord: South

76°29'16" West 209.987 feet); thence along the arc of said curve 214.342 feet through a central angle of 40°08'03" to a point of compound curvature with a 181.688 foot radius non tangent curve to the left, (radius bears South 33°58'18" East, Chord: South 36°05'32" West 123.901 feet); thence along the arc of said curve 126.437 feet through a central angle of 39°52'20"; thence North 86°28'00" West 200.063 feet; thence North 03°32'00" East 362.272 feet to a point on a 287.832 foot radius non tangent curve to the right, (radius bears South 85°27'23" East, Chord: North 36°35'17" East 305.435 feet); thence along the arc of said curve 321.959 feet through a central angle of 64°05'21"; thence North 68°52'59" East 261.374 feet to the point of beginning.

Property contains 6.023 acres.

EXHIBIT C

(Depiction of the Road)

