


19 .

After recording, return to:
THIRD CADENCE LLC
489 W. South Jordan Parkway, Suite 200
South Jordan, UT 84095

14239212 B: 11490 P: 6960 Total Pages: 19
05/10/2024 02:19 PM By: vanguyen Fees: \$94.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: THIRD CADENCE LLC
489 W. SOUTH JORDAN PARKWAY, SUITE 200 SOUTH JORDAN, UT 84095



COVENANTS FOR COMMUNITY

FOR

TERRAINE

IN

WEST JORDAN, UTAH

**COVENANTS FOR COMMUNITY
FOR
TERRAINE**

INTRODUCTION

These Covenants for Community for Terraine (“Covenants for Community”) are made this 1st day of MAY, 2024 by Wood Ranch Development, LLC, a Utah limited liability company, as the declarant and qualified Master Developer (“Declarant”) for that certain master-planned community known as Terraine, located in the City of West Jordan, Utah (the “Project”) pursuant to that certain Master Development Agreement.

Terraine is a master-planned, new urbanist community which includes multiple types of housing, recreational amenities, community gathering areas, and open space. Declarant intends for Terraine to be developed consistent with the unique aspects of its setting, surroundings, and the development scheme detailed in the Master Development Agreement and the Terraine Architectural + Landscape Pattern Book dated December 1, 2021 established for the Project. Declarant further intends to create a strong community and to foster a sense of collective identity, belonging, connectedness, inclusivity, and community pride. In furtherance of these goals, Declarant has established these Covenants for Community which are applicable to and binding on the Units in Terraine.

The purposes of these Covenants for Community are to (1) establish and promote a strong sense of community for Terraine; (2) create diverse community programming, activities, and services that facilitate neighbor-to-neighbor interaction, inclusivity, and community engagement; (3) provide for the operation, administration, and maintenance of certain community facilities within the Project for the benefit of community members; and (4) enrich and preserve the quality of life and the community’s overall character, image, and aesthetics.

These Covenants for Community are for the mutual benefit and burden of the present and future Owners, residents, and others acquiring an interest in the Project. These Covenants for Community are intended to and shall run with the land and shall be binding upon all Persons and their respective successors and assigns, that now, or hereafter, has any legal, equitable, or beneficial interest in any portion of the Project. These Covenants for Community are separate from the Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Terraine (the “Declaration”). By taking title to any property within the Project, a Person joins in and accepts the intent, purpose, and objectives of these Covenants for Community and agrees to be bound by them, and acknowledges the benefits received from their existence and accepts the burdens and responsibilities that accompany these benefits.

ARTICLE 1
DEFINITIONS

As used herein, unless the context otherwise requires:

- 1.1 “Articles” shall mean and refer to the Articles of Incorporation for the Terraine Community Council.
- 1.2 “Community Council Expenses” shall mean and refer to the actual and estimated costs for: (a) the administration and operation of the Community Council; (b) the administration, operation, and maintenance of those community facilities not owned or operated by the Master Owners Association or a neighborhood association; (c) the development, administration, and operation of community programming, activities, and services; and (d) other expenses of the Community Council in furtherance of the purposes of these Covenants for Community.
- 1.3 “Declarant” shall mean and refer to Wood Ranch Development, LLC, a Utah limited liability company, and shall include its successors in interest and assigns.
- 1.4 “Declaration” shall mean and refer to the Master Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements for Terraine, as may be supplemented and amended from time to time.
- 1.5 “Master Owners Association” shall mean and refer to Terraine Master Owners Association, Inc.
- 1.6 “Master Development Agreement” shall mean and refer to that certain Master Development Agreement for [Terraine] approved by the City of West Jordan, Utah and recorded on December 16, 2021 with the Office of Recorder for Salt Lake County, Utah as Entry No. 13849047, Book 11283, beginning at Page 3445.
- 1.7 “Neighborhood Sub-Association” shall mean and refer to any sub community association or condominium owners association that is or may be established for a particular neighborhood or phase of the Project.
- 1.8 “Owner” shall mean and refer to any Person who holds record title to a Unit.
- 1.9 “Person” shall mean and refer to a natural person, corporation, estate, limited liability company, partnership, trustee, association, agency, or any other legal entity. More than one Person is referred to herein as “Persons.”
- 1.10 “Reinvestment Fee” shall mean and refer to the reinvestment fee or charge imposed or levied on a Unit by the Community Council, consistent with the provisions of Utah Code § 57-1-46, as provided for in these Covenants for Community.
- 1.11 “Unit” shall mean and refer to any parcel of land subject to these Covenants for Community, whether residential or non-residential, which is depicted as a separate lot or unit on a recorded subdivision plat, survey, or condominium instrument, and which may be independently owned and conveyed. The term Unit shall not include any common property or common elements of the Master Owners Association or any Neighborhood Sub-Association (defined in the Declaration”), or of the Community Council.

- 1.12 Capitalized terms in these Covenants for Community not defined in this Article 1 or elsewhere in this document are defined in the Declaration.

ARTICLE 2
ORGANIZATION OF COMMUNITY COUNCIL

- 2.1 Organization of Terraine Community Council. The Community Council shall be organized and operate as a Utah non-profit corporation under the Utah Revised Nonprofit Corporation Act, Utah Code § 16-6a-101 *et seq.* (the “Act”).
- 2.2 Board of Directors. The Community Council shall be governed by a Board of Directors (“Board”) consisting of at least three (3) but not more than five (5) members. The method of election, removal, and filling of vacancies shall be as set forth in the Bylaws. The Board may assign to a professional manager such duties and authority as the Board deems appropriate, in its discretion and consistent with applicable law. The professional manager for the Community Council may or may not be the same as the manager for the Master Owners Association.
- 2.3 Registration with the State. The Community Council shall be registered with the Utah Division of Corporations and Commercial Code and shall update its registration to keep any required information current as required under the Act.

ARTICLE 3
COMMUNITY COUNCIL POWERS AND AUTHORITY

- 3.1 Powers and Authority. The Community Council shall have all such express or implied powers reasonably necessary to fulfill the purposes of these Covenants for Community activities consistent with § 501(c) of the Internal Revenue Code, including:
- (a) to acquire, own, accept, dedicate, convey, lease, grant easements in, license, maintain, and improve real property and personal property;
 - (b) to administer, operate, and maintain community facilities and other property for the benefit and common good of Terraine community and surrounding West Jordan area;
 - (c) to assign and delegate authority to other Persons as may be necessary, desirable, and appropriate;
 - (d) to provide community programing, activities, and services;
 - (e) to cooperate with, partner with and/or contract with Declarant, the Master Owners Association, the City, and other public entities (e.g., local schools, library) and various nonprofit and community organizations in furtherance of the purposes of these Covenants for Community;
 - (f) to establish and provide organization expenses for tax-exempt entities for activities serving the Terraine community and surrounding areas;

- (g) to enact reasonable rules and regulations governing access, use and enjoyment of the Areas of Community Council Responsibility; and
- (h) to impose and collect fees and assessments to pay for Community Council Expenses.

ARTICLE 4

COMMUNITY COUNCIL ACTIVITIES AND COMMUNITY PROGRAMING

- 4.1 Programing, Activities, and Services. The Community Council shall establish, organize, fund, and administer community programing, activities, and service as may be necessary, desirable, and appropriate to fulfill the purposes set forth in these Covenants for Community. Such programing, activities, and services may include, but are not limited to:
- (a) youth and adult education and special interest programs;
 - (b) clubs and volunteer organization;
 - (c) social events, gatherings, and festivals;
 - (d) cultural, artistic, and wellness programs;
 - (e) services to benefit community residents; and
 - (f) other programing, activities, and services not inconsistent with the purposes of these Community Covenants.

ARTICLE 5

COMMUNITY COUNCIL FUNDING

- 5.1 Community Council Budget. Prior to the beginning of each fiscal year, the Community Council shall prepare and adopt a budget of the estimated expenses necessary to pay for Community Council Expenses for the coming year.
- 5.2 Reinvestment Fees. A primary source of funding for the Community Council's operation and activities shall be the Reinvestment Fee charged to the seller or purchaser of a Unit and paid upon transfer of title as set forth more fully in Article 7 below. Such fees shall be used exclusively for the purposes of these Community Covenants, including the Geotechnical Assurance Fund required by the Master Development Agreement.
- 5.3 Exemptions. Notwithstanding the foregoing or anything to the contrary in the Reinvestment Fee Covenant in Article 7 below, no Reinvestment Fee shall be levied upon transfer of title to property (a) to Declarant or an affiliate of Declarant or any authorized and qualified assign under the Master Development Agreement; (b) to a bulk purchaser or of ten (10) or more Units; (c) by a co-owner to any Person who was a co-owner of said property immediately prior to such transfer; (d) to a family member within three-degrees of consanguinity or to a family trust or family limited partnership controlled by the grantor or to the Owner's estate, surviving spouse, or child upon the death of the Owner; (e) to an entity wholly owned by the grantor, provide, however, that upon any transfer of an ownership interest in such entity, the Reinvestment Fee shall become due; (f) to an institutional lender pursuant to a

mortgage or upon foreclosure of a mortgage or deed of trust; (g) to a religious organization or church. The Declarant and/or Community Council may grant other exemptions for transfers of nonresidential Units or to certain Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such Person owns property subject to this Covenant for Community for the purposes listed in Section 501(c).

- 5.4 Other Assessments. The Community Council may also levy period assessments on Units at such times and in such amounts as the Community Council may reasonably determine (“Assessments”). Assessment shall be allocated equally among the Units.
- 5.5 Exemptions from Assessments. Any property owned by the Community Council, the Master Owners Association, a Neighborhood Sub-Association, and any property dedicated to any governmental or quasi-governmental authority or public utility for public purposes shall be exempt from Assessments. In addition, Declarant and/or the Community Council may grant exemptions to certain Persons qualifying for tax-exempt status under Section 501(c) of the Internal Revenue Code so long as such Person owns property subject to these Covenants for Community for purposes listed in Section 501(c).
- 5.6 Use and Consumption Fees. The Community Council may charge use and consumption fees to any Person who uses its services or facilities. The Community Council shall have sole discretion to establish the amount and method of determining use and consumption fees. The Community Council may lower use and consumption fees to Owners than to non-Owners.
- 5.7 Grants. The Community Council may seek to qualify for local, state, and federal grants.
- 5.8 Reserves. The budget shall include contributions to a reserve fund for capital and operating reserves. Such contributions shall take into account the number and nature of replaceable assets, the expected life of the asset, and the expected repair or replacement cost.
- 5.9 Statement of Account. Upon written request of an Owner or prospective purchaser, or their authorized representative or designee, the Community Council shall issue a written statement of account setting forth all amounts past due and/or due within thirty (30) days of the date of such statement. Requests for a statement of account shall be delivered by certified mail, return receipt requested or by such other means authorized by the Community Council in the Bylaws or rules. The Community Council may require the payment of a reasonable processing fee for the issuance of such statements. A statement of account shall be binding on the Community Council as to all Persons who rely on such statement in good faith.

ARTICLE 6
NONPAYMENT OF FEES AND ASSESSMENTS AND COMMUNITY COUNCIL
LIEN RIGHTS

- 6.1 Personal Obligation for Payment. Each Owner of real property subject to the Reinvestment Fee Covenant, Assessments, and/or other charges levied by the Community Council under these Covenants for Community, by taking title to such property, vests in the Community Council, or its assigns, the right and authority to bring actions at law or lien foreclosures against such owner or owners for the collection of delinquent fees and assessments. No Person subject to the Reinvestment Fee, Assessments, or other charges authorized under these Covenants for Community is exempt from liability for payment because they do not use the services, programs, property, facilities, or for any other reason. The obligation to pay is a separate and independent covenant. The Community Council may bring an action to recover delinquent amounts personally against the Owner obligated to pay the same. Any attorneys' fees and costs incurred in such action shall be assessed against the delinquent Owner and the Owner's property added to the amount in delinquency (plus judgment interest and collection charges, if appropriate).
- 6.2 Lien Rights. The Community Council shall have a lien on each Unit for any Reinvestment Fee, Assessments, and/or other charges, including late fees, interest, collection charges, attorneys' fees, court costs, and other costs of collection (which shall include all costs and not be limited by those costs that may be awarded under the Utah Rules of Civil Procedure). This lien shall arise and be perfected as of the date of the recording of these Covenants for Community and shall have priority over all encumbrances recorded after these Covenants for Community are recorded, except as otherwise provided by law and except for liens arising in favor of the Master Owners Association under the Declaration. If an Assessment is payable in installments, the lien is for the full amount of the Assessment from the time the first installment is due, unless the Community Council provides otherwise in the assessment notice. The Community Council's lien rights may be enforced by suit, judgement, and judicial and nonjudicial foreclosure in the same manner as provided in the Declaration. The Community Council may bid at any foreclosure sale and acquire, hold, lease, mortgage, encumber, and convey such property. Property owned by the Community Council as a result of such foreclosure shall not be subject to the Reinvestment Fees or Assessments.

ARTICLE 7
REINVESTMENT FEE COVENANT AND GEOTECHICAL ASSURANCE FUND

- 7.1 Reinvestment Fee Covenant upon Sale or Transfer of a Unit. There is imposed on every Unit a covenant requiring the transferor/seller or transferee/buyer to pay a fee related to the transfer of a Unit as provided for in Utah Code § 57-1-46. For purposes of this Section, a transfer is any change in the ownership of the Unit as reflected in the Office of Recorder for Salt Lake County, Utah, regardless of whether it is pursuant to the sale of the Unit or not but shall not include any transfer between Declarant and a bulk purchaser of ten or more Units or between Declarant and any authorized and qualified assign under the

Master Development Agreement. The Community Council shall have authority to record any notice required by law to effectuate this provision. The Community Council shall have the authority to enact Rules that may include: (a) requirements for Owners to provide sales and transfer documents; (b) requirements for the timing of responses to requests such as the selection of the appraiser; (c) default provisions if no selection is made such as allowing the Community Council to select the appraiser; and (d) other procedural requirements and rules as the Community Council deems appropriate to effectuate the terms of this provision in a prompt and reasonable manner.

- 7.2 Reinvestment Fee Amount. The amount of the Reinvestment Fee shall be one half percent (0.5%) of the value of the Unit, or such other amount as may be determined by Declarant or the Community Council and consistent with Utah Code 57-1-46 (5). The amount shall be set forth in a separately recorded Notice of Reinvestment Fee. For purposes of this Section, the value of the Unit shall be the higher of: (a) the purchase price paid for the Unit (which includes the Unit and all improvements thereon and the dwelling) related to the transfer; (b) the value of the Unit as determined by the property tax assessor on the date of the transfer of title; or (c) the value of the Unit on the date of the transfer of title as determined in an appraisal that may be obtained and paid for by the Community Council, using an appraiser selected by the transferee of the property from a list of appraisers selected by the Master Owners Association or Terraine Community Council, as the case may be.
- 7.3 Creation of Geotechnical Assurance Fund. The uses for the Reinvestment Fee shall include, initially, the establishment and maintenance of a fund from which an Owner who is not the initial purchaser of the Unit may seek reimbursement for foundation, home repairs, and site damage related to subsidence or soil conditions not compensated for by the general contractor for the Unit or the Owner's individual property insurance policy, up to a maximum of fifteen thousand dollars (\$15,000.00) per claim. No claim may be made (a) by an Owner who has not first sought insurance coverage from any available insurance, or (b) after seven (7) years from the date a certificate of occupancy was first issued for the Unit.
- 7.4 Application of Portion of Reinvestment Fees to Fund Geotechnical Assurance Fund. Until the Geotechnical Assurance Fund is fully funded in the amount of five hundred thousand dollars (\$500,000.00), the Community Council shall direct half (50%) of the Reinvestment Fees collected to the Master Owners Association for the Geotechnical Assurance Fund. Once the Geotechnical Assurance Fund is fully funded, all Reinvestment Fee amounts collected may be used by the Community Council for other purposes, including, but not limited to, community programing and facilities, as allowed by law.
- 7.5 Administration of the Geotechnical Assurance Fund Assigned to Master Owners Association. Consistent with Utah Code § 57-1-46(1)(e)(ii), the administration of the Geotechnical Assurance Fund may be assigned to by the Community Council to the Master Owners Association.

- 7.6 Termination of Geotechnical Assurance Fund. The Geotechnical Assurance Fund shall terminate upon the early of (a) the date which is seven (7) years after the last Unit in the Project is issued a certificate of occupancy, or (b) the date when the Geotechnical Assurance Fund has paid out five hundred thousand dollars (\$500,000.00) in qualifying claims in accordance with this Article (the "Geotechnical Assurance Fund Termination Date").
- 7.7 Use of Unused Geotechnical Assurance Funds by Community Council. Notwithstanding anything in this Article to the contrary, unused Geotechnical Assurance Fund amounts remaining after the Geotechnical Assurance Fund Termination Date, if any, may be utilized by the Community Council for community facilities, activities, services, and programing consistent with Utah Code 57-1-46.
- 7.8 No Obligation Imposed on the City, Declarant, or Community Council. Nothing in this Article shall create any obligation on the City, Declarant, or the Community Council to pay any amounts for the soil conditions on any property within the Project. The only obligation imposed by the Master Development Agreement and this Article is the establishment of the Geotechnical Assurance Fund from which qualifying claims may be paid in strict conformity with the provisions set forth and applicable Utah law.

ARTICLE 8 RIGHTS RESERVED TO DECLARANT

- 8.1 Additional Phases. Consistent with the Master Development Agreement, Declarant may submit additional phases to these Covenants for Community by executing and recording a supplement to these Covenants for Community describing the real property for such phase. Declarant may execute and record such supplement without the consent of any Person, except the Owner of such property if the property is not owned by Declarant. Additional Covenants and Easements. Additional covenants and/or easements may be recorded by Declarant during the period in which Declarant owns any property within the Project, which may be applicable to all or a portion of the Project.
- 8.3 Right to Amend Covenants for Community, Bylaws, Articles of Incorporation, and Rules. During the period which Declarant owns property within the Project, Declarant shall have the right to unilaterally amend, revise, and modify these Covenants for Community, the Bylaws, the Articles of Incorporation, and Community Association rules, including adding, removing, or changing substantive and material provisions, without any additional approvals from anyone including, but not limited to the Owners. Any amendment to these Covenants for Community and Bylaws shall be effective upon the recording of the amendment duly executed by an authorized officer of Declarant. When recorded, any such amendment shall be binding upon the Project and all Persons having an interest therein including Owners. Easements Reserved to Declarant. There is reserved to Declarant and its successors and assigns a perpetual, non-exclusive easement over property owned by the Community Council for the use, access, and development

of the Project consistent with the Master Development Agreement. This easement includes a right of ingress and egress over such property for construction of roads and for tying in and installation of utilities. There is further reserved to Declarant the non-exclusive rights and power to grant and record specific easements as may be necessary for the orderly development of the Project, as determined by Declarant in its sole discretion.

ARTICLE 9 AMENDMENT

- 9.1 General Amendment Requirements. Except as otherwise specifically provided herein, these Covenants for Community may be amended by written instrument recorded with the Office of Recorder for Salt Lake County with unanimous approval or consent of the Board (and, during the period in which Declarant owns any property within the Project, with the approval of Declarant), provided, however, that no amendment may remove, revoke, decrease, or modify any right, privilege, authority, or obligation of the Master Owners Association or a Neighborhood Sub-Association without such association's written consent.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- 10.1 Interpretation. The provisions of these Covenants for Community shall be liberally construed to effectuate the purposes set forth herein. To the extent permitted by law, the provisions of these Covenants for Community shall not be interpreted for or against or strictly for or against the Community Council, any Owner, or any other Person subject to their terms. Whenever the context of the Governing Documents requires, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and the neuter, and vice versa.
- 10.2 Severability. Invalidation of any one or a portion of any provision in these Covenants for Community by judgment or court order shall in no way affect any of the other provisions, all of which shall remain in full force and effect.
- 10.3 Cumulative Remedies. All rights, options, and remedies of the Community Council in these Covenants for Community, Bylaws, and Articles are cumulative, and none shall be exclusive of any other, and the Community Council shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief that may be provided by law; simultaneously, consecutively, or alternatively.
- 10.4 Attorneys' Fees and Costs. In any action to interpret or enforce these Covenants for Community, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

- 10.5 No Warranty or Guarantee of Security. The Community Council shall not be considered an insurer, guarantor, or provider of security from criminal conduct within the community. The Community Council shall be liable for any loss or damage by reason of criminal conduct arising, for any reason, including any failure to provide security or any ineffectiveness of security any measures undertaken.


[Signature page follows]

Dated this 15th day of MAY, 2024.

WOOD RANCH DEVELOPMENT, LLC, a Utah limited liability company

By: **THIRD CADENCE LLC**, a Utah limited liability company

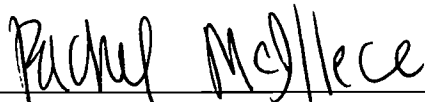
Its: Project Manager

By: 
Ty McCutcheon

Its: Manager

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 1, day of May, 2024, personally appeared before me, a notary public, Ty McCutcheon, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the duly authorized representative of Third Cadence LLC, and that said document was signed by him on behalf of the company with all necessary authority, and acknowledged to me that said company executed the same.


Notary Public

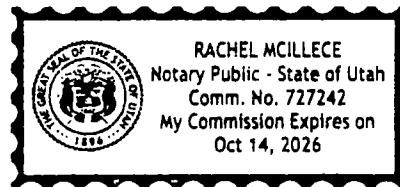


EXHIBIT A
LEGAL DESCRIPTION

TERRAINE PLAT 1

The real property referred to in the foregoing Master Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements for Subdivision are located in West Jordan City in Salt Lake County, Utah and are described more particularly as follows:

Beginning at a point on the Westerly Right-of-Way Line of State Road 111 (Bacchus Highway), said point lies North 00°06'38" West 4244.495 feet along the Quarter Section Line and West 138.346 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence along said State Road 111 (Bacchus Highway) South 08°02'22" West 70.000 feet; thence North 81°57'38" West 427.320 feet to a point on a 515.000 foot radius tangent curve to the right, (radius bears North 08°02'22" East, Chord: North 78°21'39" West 64.667 feet); thence along the arc of said curve 64.710 feet through a central angle of 07°11'57"; thence North 74°45'41" West 175.572 feet to a point on a 515.000 foot radius tangent curve to the right, (radius bears North 15°14'19" East, Chord: North 59°50'49" West 265.096 feet); thence along the arc of said curve 268.114 feet through a central angle of 29°49'43"; thence North 44°55'57" West 62.623 feet to a point on a 515.000 foot radius non tangent curve to the right, (radius bears North 42°34'23" West, Chord: South 58°45'19" West 202.323 feet); thence along the arc of said curve 203.647 feet through a central angle of 22°39'24"; thence South 70°05'00" West 303.339 feet to a point on a 455.000 foot radius tangent curve to the left, (radius bears South 19°55'00" East, Chord: South 61°41'43" West 132.749 feet); thence along the arc of said curve 133.225 feet through a central angle of 16°46'35"; thence South 53°18'26" West 113.941 feet; thence North 36°41'34" West 89.897 feet to a point on a 210.000 foot radius tangent curve to the left, (radius bears South 53°18'26" West, Chord: North 58°48'01" West 158.064 feet); thence along the arc of said curve 162.055 feet through a central angle of 44°12'52"; thence North 80°54'27" West 355.670 feet; thence South 09°05'33" West 124.000 feet; thence North 80°54'27" West 4.000 feet; thence South 09°05'33" West 100.000 feet; thence North 80°54'27" West 20.000 feet; thence South 09°05'33" West 54.044 feet; thence South 80°16'06" East 38.311 feet; thence South 09°43'54" West 26.644 feet; thence South 03°23'46" West 58.000 feet; thence South 03°23'46" West 42.000 feet; thence South 86°36'14" East 9.043 feet to a point on a 639.000 foot radius tangent curve to the right, (radius bears South 03°23'46" West, Chord: South 77°11'55" East 208.848 feet); thence along the arc of said curve 209.789 feet through a central angle of 18°48'38"; thence South 25°00'51" West 109.158 feet to a point on a 530.000 foot radius non tangent curve to the right, (radius bears South 21°37'44" West, Chord: South 66°40'42" East 31.311 feet); thence along the arc of said curve 31.316 feet through a central angle of 03°23'08"; thence South 64°59'09" East 1170.954 feet to a point on a 470.000 foot radius tangent curve to the left, (radius bears North 25°00'51" East,

Chord: South 70°22'26" East 88.270 feet); thence along the arc of said curve 88.400 feet through a central angle of 10°46'35"; thence South 75°45'44" East 4.269 feet to a point on a 530.000 foot radius non tangent curve to the right, (radius bears South 75°04'01" East, Chord: North 19°58'25" East 93.133 feet); thence along the arc of said curve 93.254 feet through a central angle of 10°04'52"; thence North 25°00'51" East 91.096 feet; thence North 64°59'09" West 99.585 feet; thence North 25°00'51" East 85.238 feet; thence North 19°38'58" East 102.796 feet; thence South 70°21'02" East 24.000 feet; thence South 71°23'05" East 60.002 feet; thence South 18°36'55" West 30.000 feet; thence North 71°23'05" West 60.543 feet; thence South 19°38'58" West 73.915 feet; thence South 25°00'51" West 21.362 feet; thence South 64°59'09" East 135.585 feet; thence South 25°00'51" West 156.096 feet to a point on a 470.000 foot radius tangent curve to the left, (radius bears South 64°59'09" East, Chord: South 20°13'53" West 78.377 feet); thence along the arc of said curve 78.468 feet through a central angle of 09°33'57"; thence South 75°45'44" East 45.313 feet to a point on a 461.500 foot radius tangent curve to the left, (radius bears North 14°14'16" East, Chord: South 78°25'08" East 42.782 feet); thence along the arc of said curve 42.798 feet through a central angle of 05°18'48"; thence South 81°04'32" East 14.575 feet; thence South 75°25'50" East 101.664 feet; thence South 81°04'32" East 183.781 feet to a point on a 471.500 foot radius tangent curve to the left, (radius bears North 08°55'28" East, Chord: South 83°53'53" East 46.435 feet); thence along the arc of said curve 46.454 feet through a central angle of 05°38'42"; thence South 86°43'14" East 136.933 feet; thence South 81°57'28" East 65.581 feet to said State Road 111 (Bacchus Highway); thence along said State Road 111 (Bacchus Highway) South 08°02'22" West 71.660 feet; thence North 80°53'58" West 89.620 feet; thence North 76°26'58" West 135.646 feet to a point on a 512.500 foot radius tangent curve to the left, (radius bears South 13°33'02" West, Chord: North 78°45'45" West 41.369 feet); thence along the arc of said curve 41.381 feet through a central angle of 04°37'34"; thence North 81°04'32" West 282.694 feet to a point on a 513.500 foot radius tangent curve to the right, (radius bears North 08°55'28" East, Chord: North 78°25'08" West 47.603 feet); thence along the arc of said curve 47.620 feet through a central angle of 05°18'48"; thence North 75°45'44" West 37.830 feet to a point on a 25.000 foot radius tangent curve to the left, (radius bears South 14°14'16" West, Chord: South 58°40'49" West 35.698 feet); thence along the arc of said curve 39.756 feet through a central angle of 91°06'55" to a point of compound curvature with a 487.500 foot radius tangent curve to the left, (radius bears South 76°52'39" East, Chord: South 12°09'34" West 16.389 feet); thence along the arc of said curve 16.389 feet through a central angle of 01°55'35"; thence North 75°45'44" West 25.034 feet to a point on a 512.500 foot radius non tangent curve to the right, (radius bears South 78°39'19" East, Chord: North 12°37'55" East 23.023 feet); thence along the arc of said curve 23.024 feet through a central angle of 02°34'27" to a point of reverse curvature with a 25.000 foot radius tangent curve to the left, (radius bears North 76°04'52" West, Chord: North 30°44'52" West 35.149 feet); thence along the arc of said curve 38.979 feet through a central angle of 89°20'00" to a point of reverse curvature with a 512.500 foot radius tangent curve to the right, (radius bears North 14°35'08" East, Chord: North 74°48'36" West 10.814 feet); thence along the arc of said curve 10.814 feet through a

central angle of $01^{\circ}12'32''$ to a point of reverse curvature with a 4.500 foot radius non tangent curve to the left, (radius bears South $15^{\circ}32'44''$ West, Chord: South $82^{\circ}41'01''$ West 3.497 feet); thence along the arc of said curve 3.591 feet through a central angle of $45^{\circ}43'26''$ to a point of reverse curvature with a 512.500 foot radius tangent curve to the right, (radius bears North $30^{\circ}10'42''$ West, Chord: South $60^{\circ}02'48''$ West 4.027 feet); thence along the arc of said curve 4.027 feet through a central angle of $00^{\circ}27'01''$ to a point of compound curvature with a 5.500 foot radius tangent curve to the right, (radius bears North $29^{\circ}43'41''$ West, Chord: South $83^{\circ}35'20''$ West 4.354 feet); thence along the arc of said curve 4.477 feet through a central angle of $46^{\circ}38'02''$ to a point of compound curvature with a 518.500 foot radius tangent curve to the right, (radius bears North $16^{\circ}54'21''$ East, Chord: North $69^{\circ}02'24''$ West 73.316 feet); thence along the arc of said curve 73.377 feet through a central angle of $08^{\circ}06'30''$; thence North $64^{\circ}59'09''$ West 69.467 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North $25^{\circ}00'51''$ East, Chord: North $42^{\circ}29'09''$ West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence North $19^{\circ}59'09''$ West 4.343 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South $70^{\circ}00'51''$ West, Chord: North $42^{\circ}29'09''$ West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of $45^{\circ}00'00''$; thence North $64^{\circ}59'09''$ West 30.000 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South $25^{\circ}00'51''$ West, Chord: North $87^{\circ}29'09''$ West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of $45^{\circ}00'00''$; thence South $70^{\circ}00'51''$ West 4.343 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North $19^{\circ}59'09''$ West, Chord: North $87^{\circ}29'09''$ West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence North $64^{\circ}59'09''$ West 339.927 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North $25^{\circ}00'51''$ East, Chord: North $42^{\circ}29'09''$ West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence North $19^{\circ}59'09''$ West 4.343 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South $70^{\circ}00'51''$ West, Chord: North $42^{\circ}29'09''$ West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of $45^{\circ}00'00''$; thence North $64^{\circ}59'09''$ West 30.000 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South $25^{\circ}00'51''$ West, Chord: North $87^{\circ}29'09''$ West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of $45^{\circ}00'00''$; thence South $70^{\circ}00'51''$ West 4.343 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North $19^{\circ}59'09''$ West, Chord: North $87^{\circ}29'09''$ West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence North $64^{\circ}59'09''$ West 204.294 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North $25^{\circ}00'51''$ East, Chord: North $42^{\circ}29'09''$ West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence North $19^{\circ}59'09''$ West 4.343 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South $70^{\circ}00'51''$ West, Chord: North $42^{\circ}29'09''$ West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of $45^{\circ}00'00''$; thence North $64^{\circ}59'09''$ West 91.021 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South $25^{\circ}00'51''$ West, Chord: North

87°29'09" West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 70°00'51" West 4.343 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North 19°59'09" West, Chord: North 87°29'09" West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence North 64°59'09" West 172.048 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North 25°00'51" East, Chord: North 42°29'09" West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence North 19°59'09" West 4.343 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South 70°00'51" West, Chord: North 42°29'09" West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence North 64°59'09" West 10.000 feet to a point on a 25.000 foot radius tangent curve to the left, (radius bears South 25°00'51" West, Chord: South 70°00'51" West 35.355 feet); thence along the arc of said curve 39.270 feet through a central angle of 90°00'00"; thence South 25°00'51" West 22.886 feet; thence North 64°59'09" West 12.500 feet; thence North 25°00'51" East 0.386 feet; thence North 64°59'09" West 12.500 feet; thence North 25°00'51" East 22.500 feet to a point on a 25.000 foot radius tangent curve to the left, (radius bears North 64°59'09" West, Chord: North 19°59'09" West 35.355 feet); thence along the arc of said curve 39.270 feet through a central angle of 90°00'00"; thence North 64°59'09" West 20.000 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South 25°00'51" West, Chord: North 87°29'09" West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 70°00'51" West 4.343 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North 19°59'09" West, Chord: North 87°29'09" West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence North 64°59'09" West 48.060 feet to a point on a 481.500 foot radius tangent curve to the left, (radius bears South 25°00'51" West, Chord: North 75°47'41" West 180.598 feet); thence along the arc of said curve 181.673 feet through a central angle of 21°37'05"; thence North 86°36'14" West 105.401 feet to a point on a 5.500 foot radius tangent curve to the right, (radius bears North 03°23'46" East, Chord: North 64°06'14" West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence North 41°36'14" West 4.343 feet to a point on a 4.500 foot radius tangent curve to the left, (radius bears South 48°23'46" West, Chord: North 64°06'14" West 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence North 86°36'14" West 10.000 feet to a point on a 25.000 foot radius tangent curve to the left, (radius bears South 03°23'46" West, Chord: South 48°23'46" West 35.355 feet); thence along the arc of said curve 39.270 feet through a central angle of 90°00'00"; thence North 86°36'14" West 22.000 feet; thence North 03°23'46" East 14.000 feet; thence North 86°36'14" West 41.000 feet; thence South 03°23'46" West 14.000 feet; thence North 86°36'14" West 39.500 feet; thence North 03°23'46" East 7.500 feet; thence North 86°36'14" West 124.000 feet; thence North 03°23'46" East 145.000 feet; thence North 86°36'14" West 23.000 feet; thence North 03°23'46" East 66.000 feet; thence South 86°36'14" East 38.000 feet; thence North 03°23'46" East 83.392 feet; thence North 86°36'14" West 16.000 feet; thence North

03°23'46" East 164.392 feet; thence South 86°36'14" East 1.000 feet; thence North 03°23'46" East 85.001 feet; thence North 86°36'14" West 7.031 feet; thence North 03°23'46" East 18.269 feet; thence North 04°30'06" West 60.500 feet to a point on a 612.000 foot radius non tangent curve to the right, (radius bears South 04°30'06" East, Chord: North 87°22'51" East 40.205 feet); thence along the arc of said curve 40.212 feet through a central angle of 03°45'53"; thence North 89°15'47" East 195.626 feet to a point on a 263.500 foot radius tangent curve to the right, (radius bears South 00°44'13" East, Chord: South 85°49'20" East 45.150 feet); thence along the arc of said curve 45.205 feet through a central angle of 09°49'46"; thence South 80°54'27" East 53.450 feet to a point on a 200.000 foot radius tangent curve to the left, (radius bears North 09°05'33" East, Chord: South 85°54'27" East 34.862 feet); thence along the arc of said curve 34.907 feet through a central angle of 10°00'00"; thence North 89°05'33" East 2.437 feet to a point on a 200.000 foot radius tangent curve to the right, (radius bears South 00°54'27" East, Chord: South 85°54'27" East 34.862 feet); thence along the arc of said curve 34.907 feet through a central angle of 10°00'00"; thence South 80°54'27" East 24.926 feet; thence North 09°05'33" East 177.233 feet; thence North 49°58'02" East 102.173 feet to a point on a 163.425 foot radius non tangent curve to the left, (radius bears North 43°27'55" East, Chord: South 61°46'15" East 85.896 feet); thence along the arc of said curve 86.916 feet through a central angle of 30°28'21"; thence South 77°00'25" East 17.965 feet to a point on a 275.163 foot radius tangent curve to the left, (radius bears North 12°59'35" East, Chord: North 88°51'03" East 134.460 feet); thence along the arc of said curve 135.835 feet through a central angle of 28°17'04"; thence North 74°42'31" East 84.515 feet to a point on a 310.245 foot radius tangent curve to the right, (radius bears South 15°17'29" East, Chord: North 87°38'25" East 138.857 feet); thence along the arc of said curve 140.043 feet through a central angle of 25°51'47"; thence South 13°53'23" West 258.498 feet; thence South 35°20'57" West 90.766 feet to a point on a 270.000 foot radius non tangent curve to the right, (radius bears South 35°11'01" West, Chord: South 45°45'17" East 85.050 feet); thence along the arc of said curve 85.405 feet through a central angle of 18°07'25"; thence South 36°41'34" East 29.897 feet; thence North 53°18'26" East 53.941 feet to a point on a 515.000 foot radius tangent curve to the right, (radius bears South 36°41'34" East, Chord: North 61°41'43" East 150.255 feet); thence along the arc of said curve 150.793 feet through a central angle of 16°46'35"; thence North 70°05'00" East 303.339 feet to a point on a 455.000 foot radius tangent curve to the left, (radius bears North 19°55'00" West, Chord: North 54°52'59" East 238.598 feet); thence along the arc of said curve 241.420 feet through a central angle of 30°24'03"; thence South 50°19'02" East 65.000 feet; thence South 44°55'57" East 59.482 feet to a point on a 445.000 foot radius tangent curve to the left, (radius bears North 45°04'03" East, Chord: South 59°50'49" East 229.064 feet); thence along the arc of said curve 231.671 feet through a central angle of 29°49'43"; thence South 74°45'41" East 175.572 feet to a point on a 445.000 foot radius tangent curve to the left, (radius bears North 15°14'19" East, Chord: South 78°21'39" East 55.877 feet); thence along the arc of said curve 55.914 feet through a central angle of 07°11'57"; thence South 81°57'38" East 427.320 feet to the point of beginning.

Property contains 15.305 acres.

Less & excepting therefrom the following described tract of land:

Beginning at a point that lies North $00^{\circ}06'38''$ West 3833.571 feet along the Quarter Section Line and West 2495.133 feet from the South Quarter Corner of Section 27, Township 2 South, Range 2 West, Salt Lake Base and Meridian and running thence North $86^{\circ}36'14''$ West 41.000 feet; thence North $03^{\circ}23'46''$ East 257.187 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South $86^{\circ}36'14''$ East, Chord: North $25^{\circ}53'46''$ East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of $45^{\circ}00'00''$; thence North $48^{\circ}23'46''$ East 5.757 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North $41^{\circ}36'14''$ West, Chord: North $25^{\circ}53'46''$ East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence North $03^{\circ}23'46''$ East 205.314 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North $86^{\circ}36'14''$ West, Chord: North $19^{\circ}06'14''$ West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence North $27^{\circ}49'53''$ West 6.663 feet to a point on a 3.000 foot radius tangent curve to the right, (radius bears North $62^{\circ}10'07''$ East, Chord: North $12^{\circ}13'04''$ West 1.615 feet); thence along the arc of said curve 1.635 feet through a central angle of $31^{\circ}13'40''$; thence North $03^{\circ}23'46''$ East 51.853 feet to a point on a 3.000 foot radius tangent curve to the right, (radius bears South $86^{\circ}36'14''$ East, Chord: North $40^{\circ}51'13''$ East 3.649 feet); thence along the arc of said curve 3.923 feet through a central angle of $74^{\circ}54'54''$; thence North $78^{\circ}18'41''$ East 11.005 feet to a point on a 226.000 foot radius tangent curve to the right, (radius bears South $11^{\circ}41'19''$ East, Chord: North $85^{\circ}24'52''$ East 55.893 feet); thence along the arc of said curve 56.036 feet through a central angle of $14^{\circ}12'23''$ to a point of compound curvature with a 3.000 foot radius tangent curve to the right, (radius bears South $02^{\circ}31'03''$ West, Chord: South $39^{\circ}11'42''$ East 4.479 feet); thence along the arc of said curve 5.057 feet through a central angle of $96^{\circ}34'30''$; thence South $09^{\circ}05'33''$ West 59.664 feet to a point on a 3.000 foot radius tangent curve to the right, (radius bears North $80^{\circ}54'27''$ West, Chord: South $24^{\circ}42'23''$ West 1.615 feet); thence along the arc of said curve 1.635 feet through a central angle of $31^{\circ}13'40''$; thence South $40^{\circ}19'13''$ West 6.663 feet to a point on a 5.500 foot radius non tangent curve to the left, (radius bears South $35^{\circ}54'27''$ East, Chord: South $31^{\circ}35'33''$ West 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence South $09^{\circ}05'33''$ West 150.679 feet; thence South $07^{\circ}13'29''$ West 62.924 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South $82^{\circ}46'31''$ East, Chord: South $15^{\circ}16'31''$ East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of $45^{\circ}00'00''$; thence South $37^{\circ}46'31''$ East 5.757 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South $52^{\circ}13'29''$ West, Chord: South $15^{\circ}16'31''$ East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of $45^{\circ}00'00''$; thence South $07^{\circ}13'29''$ West 86.114 feet to a point on a 250.500 foot radius tangent curve to the left, (radius bears South $82^{\circ}46'31''$ East, Chord: South $05^{\circ}18'38''$ West 16.736 feet);

thence along the arc of said curve 16.739 feet through a central angle of 03°49'43"; thence South 03°23'46" West 150.001 feet to the point of beginning.

Property contains 0.572 acres, 24937 square feet.