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Filed By: CB
BRENDA NELSON, Recorder
MORGAN COUNTY
For: FIRST AMERICAN - SALT LAKE ESCROW
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When Recorded Return to:

Thomas G. Bennett
Ballard Spahr LLP
201 South Main Street, Suite 800
Salt Lake City, UT 84111

5466757

SECOND AMENDMENT TO GRANT OF EASEMENT

31 This Second Amendment to Grant of Easement ("Amendment") is effective as of this day of January 2019 by and between RONNIE B. WHITEAR, CHRISTINE W. WHITEAR, and LONE TREE LAND, L.L.C., a Utah limited liability company, collectively and individually, the "Grantors," and WASATCH PEAKS RANCH, LLC, a Delaware limited liability company, which is hereafter, along with its successors and assigns, referred to as "Grantee."

WITNESSETH:

WHEREAS, one or more of the Grantors are the successors in interest of Donald J. Whitear, individually and as Trustee of the Donald and Laraine Whitear Family Trust dated the 28th day of October, 1996, and as Trustee of the Donald J. Whitear Trust dated the 28th day of October, 1996, and Laraine S. Whitear, individually and as Trustee of the Donald and Laraine Whitear Family Trust, dated the 28th day of October, 1996, grantors under the Grant of Easement to Grantee dated March 10, 2000, and recorded in the official records of the Morgan County, Utah Recorder on March 23, 2000, as Entry No. 81921 in Book M158 at Page 236, as amended by the Amendment to Grant of Easement dated December 12, 2002 and recorded in the official records of the Morgan County, Utah Recorder on January 29, 2003, as Entry 90669 in Book 188 at Page 376 (collectively, the "Original Trunk Easement");

WHEREAS, Grantee is the owner (through purchase from Gailey Ranch, LLC and Sinclair Real Estate Company) of certain real property situated in Morgan and Davis Counties, in the State of Utah and more particularly described as set forth on Exhibit "B-2", which is attached hereto and incorporated herein by this reference (the "Gailey Property"); and

WHEREAS, the parties desire to modify and amend the Original Trunk Easement, as provided in this Amendment, specifically to relocate the easement created therein ("Trunk Easement") and make related modifications as contemplated in the Memorandum of Understanding between Grantors, Gailey Ranch, LLC and other parties ("MOU") having an effective date of April 26, 2018, which is the date of the last signature to the MOU.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to modify and amend the Original Trunk Easement as follows:

1. Relocation of Trunk Easement. The description of the Trunk Easement, as set forth in Exhibit "E" of the Original Trunk Easement, is hereby amended in its entirety and replaced by Exhibit "E-2" which is attached hereto and incorporated by this reference. Hereafter, all references in the Original Trunk Easement to Exhibit "E" shall mean and refer to Exhibit "E-2" attached to this Amendment. All references in the Original Trunk Easement to "Trunk Easement corridor", "right-of-way corridor" or "corridor", or similar, shall mean and refer to the real property described in attached Exhibit "E-2" of this Amendment. All references in the Original Trunk Easement to the easement corridor being a certain number of feet on either side of a center line description are hereby modified to read "the width described in Exhibit "E-2" attached to this Amendment.

2. Substitution of Exhibits. Exhibit "B" to the Original Trunk Easement, describing the "Gailey Property", is hereby replaced and modified in its entirety by Exhibit "B-2" attached to this Amendment.

3. Conforming Provisions and Other General Amendments and Clarifications. The "Grantors," as defined in this Amendment, include parties in addition to the original Grantors and their successors and assigns. Such parties are executing this Amendment for the purpose of consenting to the easement granted pursuant to Section 2 of the Original Trunk Easement and the expansion of the "Trunk Easement corridor", "right-of-way corridor" or "corridor" pursuant to this Amendment so as to include certain real property owned by such additional parties. Notwithstanding the foregoing, each party comprising the Grantors is granting, warranting and conveying the easements and rights-of-way granted pursuant to this Amendment and the Original Trunk Easement solely with respect to that real property that is owned by such granting party and that is located within the real property described on Exhibit "E-2" attached to this Amendment. However, the Grantors represent and warrant that to their knowledge, in the aggregate, the grants, warranties and conveyances of easements made by each of them pursuant to this Amendment cover the entirety of the Trunk Easement as described on Exhibit "E-2", and that they collectively own the entire Trunk Easement as described in Exhibit "E-2". Notwithstanding the foregoing, should the Trunk Easement encroach upon real property not owned by any Grantor, Grantors will make a reasonable adjustment of the Trunk Easement, onto land owned by one or more Grantor, to compensate for the loss of width in the Trunk Easement. The appropriate Grantor or Grantors covenant to execute and record a supplement or amendment to the Grant of Easement, in form reasonably acceptable to Grantee, as needed to accomplish such adjustment. Further, notwithstanding any provision to the contrary set forth in the Original Trunk Easement, Grantee expressly acknowledges that the easements granted herein are not strictly exclusive to Grantee and that Grantors expressly reserve the right to install a roadway and related utility infrastructure and facilities in the Trunk Easement, subject to the requirements set forth in this Amendment and provided further that such installation does not interfere with the Grantee's rights under this Amendment, and that a substantively similar easement was contemporaneously granted to Morgan Valley, LLC, a Utah limited liability company, and that a substantively similar amendment is being executed in connection with such similar easement contemporaneously herewith.

4. Termination of Lease—Deletion of Section 9. In connection with the execution and delivery of this Amendment, the Lease referred to in the Original Trunk Easement will be terminated by a separate instrument. As a result, all references in the Original Trunk Easement to the Lease, the Leased Property, and any other references to any strips of land around the Whitear Property or the 65 Acre Parcel that are the subject of such Lease, together with the provisions of the Original Trunk Easement that are related thereto, are hereby deleted in their entirety. Without limiting the generality of the foregoing, Exhibit "C" of the Original Trunk Easement, describing such leased property, and Section 9 of the Original Trunk Easement are hereby deleted in their entirety.

5. Amendment and Restatement of Section 2. Section 2 of the Original Trunk Easement is hereby amended and restated in its entirety as follows:

2. **Grant of Easement.** Grantors hereby grant, warrant and convey unto Grantee, and its successors and assigns, a permanent right-of-way and easement for all purposes, including but not limited to, ingress and egress by any means, locating, constructing, operating, repairing, replacing, maintaining and using a roadway and above ground and underground utilities including, but not limited to, sanitary sewer lines and facilities, drain lines and facilities, culinary and secondary water lines and facilities, electrical and other power lines and facilities, natural gas lines and facilities, telephone, data and other communication lines and facilities, cable television lines and facilities, and the necessary accessories and appurtenances used in connection therewith (collectively, the "Facilities"), in, on, over, under, through and along that certain real property located in Morgan County, Utah, and which is more particularly described in Exhibit "E-2" attached hereto (the "Trunk Easement"). Grantee shall be permitted to disturb slopes beyond the Trunk Easement as necessary to meet construction and grading requirements in accordance with good engineering practices. Grantee will be responsible for grading all slopes to acceptable engineering standards and shall be responsible to re-vegetate and maintain all disturbed areas on the Whitear Property, within all easements and construction areas, (including slopes) with native ground cover, until natural vegetation is re-established. Grantee will be responsible for repairing any damage to the Whitear Property lying outside the Trunk Easement caused by the work performed by Grantee on the Trunk Easement. Grantee will reclaim and seed any areas outside the Trunk Easement area that are disturbed during construction. If the Trunk Easement and related facilities are dedicated to public use pursuant to Section 10 of this Grant, then the easements granted pursuant to this Grant shall automatically terminate and be of no further force or effect provided that such termination shall not jeopardize or diminish Grantee's rights and ability, and/or the rights and ability of its successors and assignees, of ingress and egress to and from the Gailey Property and/or to receive utility services through the Facilities.

6. Amendment and Restatement of Section 4(ii). Section 4(ii) of the Original Trunk Easement is hereby amended and restated in its entirety as follows:

(ii) Without imposing any obligation on the part of Grantee to construct a road within the Trunk Easement of any particular minimum width or

specifications, the Parties agree that the Trunk Easement will accommodate the required right-of-way for a "Residential Local Road (60' ROW)" or a "Rural Collector (60' ROW)" as presently defined in the Morgan County Road Cross Sections 2016, prepared by Wasatch Civil Consulting Engineering (the "County Road Cross Section"), or any future Morgan County or municipal right-of-way designation for a road with equivalent carrying capacity (such road to be referred to herein as a "Residential Local Road"). Grantee, its successors and assignees, shall have the right to relocate part or all of the Trunk Easement at Grantee's sole cost and expense upon, but only upon, the occurrence of one of the following conditions (the "Relocation Conditions"): (a) Grantee encounters a physical condition of the land located within the right-of-way corridor established by the Trunk Easement, including the presence of wetlands or other environmental or geological conditions that may adversely affect the installation of the Facilities within the Trunk Easement; (b) Morgan County or any other governmental entity having jurisdiction over the installation of the Facilities requires the relocation of the Trunk Easement; (c) notwithstanding Grantee's commercially reasonable efforts, Grantee is unable to obtain the right to cross the existing canal at the lower end of the "Upper Trunk" portion of the Trunk Easement as described in attached Exhibit "E-2" at a location within the right-of-way corridor established by the Trunk Easement; (d) as required by the Grantee's engineer for the engineering of the road as a Residential Local Road; (e) should it be impracticable or uneconomic, in Grantee's reasonable judgment, to build the desired roadway within the Trunk Easement corridor; or (f) Grantor and Grantee mutually agree to a new location. In addition to the foregoing, if Grantee acquires the land located adjacent to the Whitear Property at the lower end of the Trunk Easement near Morgan Valley Drive, Grantee may, without Grantor's consent, relocate the lower end of the Trunk Easement to go through such newly acquired land so long as each of the Grantors are granted a reciprocal right-of-way across such third-party property upon the acquisition of such land by Grantee or upon the relocation of the Trunk Easement, as the case may be. Upon becoming aware of a Relocation Condition, or if Grantee acquires land at the lower end of the Trunk Easement as provided above, Grantee shall notify Grantors in writing of the proposed new location of the right-of-way and explain the reason for or purpose of the required relocation. Subject to the next succeeding sentence, excepting a relocation due to (c) above in this subsection (ii) or due to Grantee acquiring real property adjacent to the Whitear Property at the lower end of the Trunk Easement, any of which shall be reasonable per se, Grantee's location of any relocated portion of the Trunk Easement will be subject to Grantors' approval, which shall not unreasonably be withheld, conditioned or delayed. The exact area of relocation due to (d) above shall ultimately be decided by the Grantee's project engineer after allowing the Grantor's input, which shall be provided on a timely basis. If any portion of the Trunk Easement is relocated pursuant to the terms of this subsection 4(ii), Grantors and Grantee shall execute and deliver, in recordable form and from time to time, such conveyance and release documents as may be necessary or appropriate to implement this subsection 4(ii), including such new grant or grants and/or amendments to this Grant as are necessary to reflect the relocation of the Trunk Easement, and the release of any and all portions of the Grantors' real property not located within such relocated Trunk Easement from the terms of this Grant. The right-of-way shall be relocated at Grantee's sole cost and

expense.

7. Amendment and Restatement of Section 4(iii). Section 4(iii) of the Original Trunk Easement is hereby amended and restated in its entirety as follows:

(iii) The party electing to construct or install Facilities (the "Constructing Party") shall give the other party (the "Noticed Party") not less than thirty (30) days prior written notice of the Constructing Party's intent to commence construction of any Facilities within the Trunk Easement, together with a copy of the Constructing party's engineer cost estimate to complete such Facilities. Upon receipt of such notice, the Noticed Party shall identify for the Constructing Party any upsizing required by the Noticed Party for natural gas, electrical utilities and other utilities that require actual upsizing. For purposes hereof, the "Incremental Cost Increase" shall mean the difference between the cost (as determined by the general contractor or the actual cost required to be paid by the providing utility, if applicable) of the Facilities necessary to service the Constructing Party's intended development and the estimated cost to construct the Facilities necessary to service the intended development of both the Constructing Party and the Noticed Party. Upon determining the Incremental Cost Increase, the Noticed Party may confirm that the upsizing should be completed and provide to the Constructing Party such financial assurances as are reasonably required to assure the Constructing Party that the Noticed Party has the ability to pay the Incremental Cost Increase and is obligated to pay the Incremental Cost Increase. The actual Incremental Cost Increase shall be paid by the Noticed Party to the Constructing Party, or the applicable utility company, as applicable, in progress payments throughout the construction of the Facilities, not more than monthly, within fifteen (15) days of written notice from the Constructing Party, with such progress payments based on the percentage completion of the Facilities. Notwithstanding the foregoing, all Facilities installed within the Trunk Easement by or for the Grantee will be sized and installed so as to be available for use and connection by the Grantors for use on the Grantors' property for up to ten (10) residential single-family home sites. When Grantors connect to the Facilities for the said residential single-family home sites, Grantors shall only be responsible for the actual cost to make such connections and the payment of standard utility charges and connection fees assessed directly to Grantors by a utility provider and shall not be responsible for any utility charges, connection fees or reimbursements assessed directly to Grantee by a utility provider or imposed by way of reimbursing Grantee for its costs in constructing such Facilities. Notwithstanding the foregoing, Grantee shall not be responsible for the cost of any Facilities to be installed for the sole benefit of Grantors' property outside of the main utility lines in the Trunk Easement, including without limitation, electrical transformers, pressure reducing facilities for natural gas or similar equipment or facilities. Should any portion of the Trunk Easement be relocated as provided in Section 4(ii) above after Grantee has constructed any Facilities within the Trunk Easement, Grantee shall, at Grantee's sole cost and expense, use reasonable efforts to restore the property under the abandoned Trunk Easement substantially to the condition that existed immediately prior to the improvement of the same and the installation of such Facilities provided, however, that, with the consent of the utility

provider, Grantee shall be allowed to abandon an underground utility Facility in place. In addition, neither Grantors nor Grantee shall have the right to modify any Facility installed by the other without the Constructing Party's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed.

8. Additional Section 4(iv). A new Section 4(iv) is hereby added to the Original Trunk Easement, which Section 4(iv) shall provide in its entirety as follows:

(iv) The Parties contemplate that the Trunk Easement will accommodate at least a Residential Local Road. Upon Grantee's payment to Grantor of Two Hundred Thousand and 00/100 Dollars (\$200,000.00) within one (1) year after the date of this Amendment, Grantee, its successors and assigns, shall have the right to widen the Trunk Easement to the greater of 80 feet or the width required for a "Village Collector (80' ROW)", as described in the County Road Cross Section, or any successor designation (a "Village Road") including but not limited to such considerations as width, turn radius and curve radius. Notwithstanding the foregoing, the Trunk Easement shall be widened as required by the Grantee's engineer for the engineering of the road for the applicable road design selected by Grantee (i.e. Residential Local Road or Village Road, as the case may be) without Grantee being required to make any payment to Grantors if factors other than or in addition to development on the Gailey Property cause the relevant governmental authority to require a higher/larger category road (for example, development or projected development on the Whitear property causes the relevant governmental authority to require a Village Road), then Grantee shall not owe any payment to Grantors. If any portion of the Trunk Easement is widened pursuant to the terms of this subsection 4(iv), Grantors and Grantee shall execute and deliver, in recordable form and from time to time, such conveyance and release documents as may be necessary or appropriate to implement this subsection 4(iv), including such new grant or grants and/or amendments to this Grant as are necessary to reflect the widening of the Trunk Easement. The right-of-way shall be widened pursuant to this subsection 4 (iv) at Grantee's sole cost and expense.

9. Amendment and Restatement of Section 5. Section 5 of the Original Trunk Easement is hereby amended and restated in its entirety as follows:

5. Benefit and Burden. The rights-of-way, easements and restrictions granted or created hereby are appurtenances to the Gailey Property and any such right-of-way, easement or restrictions may not be transferred, assigned or encumbered except as an appurtenance to such Gailey Property and such other property as is identified pursuant to this Section 5. The rights-of-way, easements and restrictions contained in this Grant (whether affirmative or negative in nature) (a) shall create equitable servitudes upon the Whitear Property in favor of the Gailey Property; (b) shall constitute covenants running with the land; and (c) shall bind every person having any fee, leasehold or other interest in any portion of the Gailey Property or the Whitear Property at any time or from time to time to the extent that such portion is affected, benefited or bound by the right-of-way, easement or restriction in question, or to the extent that such right-of-way, easement or restriction is to be performed on such portion. Additional benefited properties that are owned or developed by Grantee or an affiliate of Grantee may be designated in the sole discretion of

Grantee, and may be designated from time-to-time without regard to whether such designation, or the development of designated properties, might increase the burden on the Whitear Property, it being the express intent of the parties that Grantee be allowed to expand the scope of use of the right-of-way and easement which is the subject of this Grant pursuant to this Section 5. Notwithstanding the rights of Grantee set forth in the foregoing sentence, in no event shall the scope or use of the Trunk Easement exceed the scope and carrying capacity of a Residential Local Road, or a Village Road if the option described in Paragraph 4(iv) is exercised by Grantee. To be effective, any future designation of real property to be benefited by this right-of-way and easement shall be identified in a writing recorded in the office of the County Recorder where the property is located. The writing must be signed by the Grantee, describe the additional property to be benefited, specifically refer to this Grant, and declare that the property described therein shall thenceforth be included as property which is benefited by this Grant to the same extent as if the subject property had been described in an exhibit attached to this Grant and referenced in this paragraph as being "benefited" when this Grant was executed, delivered and recorded, or words to that effect.

10. Amendment and Restatement of Section 6. Section 6 of the Original Trunk Easement is hereby amended and restated in its entirety as follows:

6. **Successors and Assigns.** The Original Trunk Easement, as amended, shall be binding upon all heirs, successors, and assignees of Grantors, and all successors and assignees of Grantee. All references herein to Grantors shall also refer to all heirs, successors and assignees of Grantors, and all references to Grantee shall also refer to all successors and assignees of Grantee. The Trunk Easement shall be for the use, benefit and enjoyment of Grantee and its officers, members, employees, agents, contractors, suppliers, licensees, lessees, concessionaires, patrons and invitees, any subsequent owners of any portion of the Gailey Property, and all successors, and assigns, and shall be forever appurtenant to the Gailey Property. Grantee shall provide Grantor written notice of any transfer of the Gailey Property that constitutes a transfer of the master development rights with respect to the Gailey Property, within five (5) business days following such sale or transfer, together with current contact information for the transferee. Notwithstanding the foregoing sentence, this notice requirement shall not apply to any transfers between Grantee and an affiliated entity. Further, Grantee shall not be required to provide notice of the transfer of platted lots or condominium units within a subdivision or condominium approved by Morgan County.

11. Public Right-of-Way Dedication. Paragraph 10 of the Original Trunk Easement is hereby modified and amended to read, in its entirety, as follows:

At the sole election of the Grantors with respect to that portion of the Trunk Easement situated east of the canal, and with the agreement of Grantors and Grantee with respect to that portion of the Trunk Easement situated west of the canal, the Trunk Easement and the improvements thereto may be conveyed, dedicated, or otherwise transferred to a public authority such as the State of Utah, Morgan County or a municipality, provided that, following such transfer, the Grantors and

Grantee, and those authorized and/or designated by them, shall continue to have full, unrestricted use and enjoyment of such dedicated street or road for utilities and for access to and from their respective properties as provided herein. In furtherance of the foregoing, in the event any improvement constructed within the Trunk Easement is offered to a public authority as provided above, Grantors and Grantee consent thereto and agree to dedicate and/or convey, as appropriate, all or any part of the right-of-way and easement which is the subject of this Grant as may reasonably be requested by the public authority, but at no cost, expense or detriment to Grantors or Grantee.

12. Amendment and Restatement of Section 11. Section 11 of the Original Trunk Easement is hereby amended and restated in its entirety as follows:

11. Temporary Use. During temporary periods, Grantee may use such portions of the Whitear Property along and immediately adjacent to the Trunk Easement as may be reasonably necessary in connection with construction, maintenance, repair, removal or replacement of any improvements (road, utilities, etc.) within the right-of-way and easement subject, however, to Grantee's obligation, at Grantee's sole expense, to restore said portion of the Whitear Property substantially to the condition that existed before Grantee's entry upon the same. The foregoing right shall include Grantee's right, until such time as an improved road has been constructed over the Trunk Easement, to a temporary easement for ingress and egress by vehicular or pedestrian traffic over the main farm road existing on the Whitear Property from Morgan Valley Drive to the Gailey Property, including the bridge crossing of the Gateway Canal associated with such road. Such temporary easement shall terminate immediately upon the completion of a paved access road over the Trunk Easement.

13. Road Use. Once a road is constructed within the Trunk Easement, the parties will reasonably cooperate to maintain unimpeded traffic flow through the Trunk Easement except as reasonably necessary in the event of (a) emergency, or (b) the reasonable repair, replacement, modification, installation and maintenance of the road and/or any utility. Neither Grantors, Grantee, nor those using the Trunk Easement pursuant to the rights of Grantors or Grantee, will park vehicles within the Trunk Easement except in the temporary cases of emergency or vehicular breakdown.

14. Rights of Grantors. Grantors hereby reserve the right to use the Trunk Easement for any use not inconsistent with, or which will not unreasonably interfere with, the Grantee's permitted use of the said Trunk Easement, as provided herein.

15. Continuing Validity of Original Trunk Easement. Except as modified by this Amendment, the Original Trunk Easement shall continue in full force and effect in accordance with its terms. In the event of any conflict between the Original Trunk Easement and this Amendment this Amendment shall control. If, for any reason, this Amendment shall be deemed to be invalid or unenforceable, the terms and provisions of the Original Trunk Easement shall continue in full force and effect.

16. Recitals and Defined Terms. The recitals are a material part of this Amendment and are incorporated as part of this Amendment. Any capitalized terms not otherwise defined in this Amendment shall have the same meanings as set forth in the Original Trunk Easement.

[Remainder of page is blank. Signature pages follow.]

IN WITNESS WHEREOF, Grantor, Ronnie B. Whitear, has executed and delivered this Amendment effective as of the day and year first written above.

GRANTOR:

Ronnie B. Whitear
Ronnie B. Whitear, individually

STATE OF UTAH)
)SS
COUNTY OF Salt Lake)

On this 15 day of January 2019, before me Carol Pauli, a notary public, personally appeared Ronnie B. Whitear, individually, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

Notary Seal

Carol Pauli
Notary Public



Signatures continue on the following page.]

IN WITNESS WHEREOF, Grantor, Christine W. Whitear, has executed and delivered this Amendment effective as of the day and year first written above.

GRANTOR:

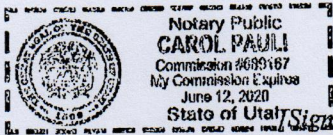
Christine W. Whitear
Christine W. Whitear, individually

STATE OF UTAH)
COUNTY OF South Lake)^{SS}

On this 15 day of January 2019, before me Carol Pauli, a notary public, personally appeared Christine W. Whitear, individually, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.

Notary Seal

Carol Pauli
Notary Public



Signatures continue on the following page.]

IN WITNESS WHEREOF, Grantor, Lone Tree Land, L.L.C., has executed and delivered this Amendment effective as of the day and year first written above.

LONE TREE LAND, L.L.C.

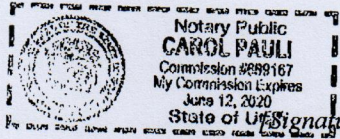
By: Christine W. Whitear
Christine W. Whitear, Manager

STATE OF UTAH)
)
) :SS
COUNTY OF Salt Lake)

On this 15 day of January 2019, before me Carol Pauli, a notary public, personally appeared Christine W. Whitear, Manager of Lone Tree Land, L.L.C., proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on behalf of Lone Tree Land, L.L.C.

Notary Seal

Carol Pauli
Notary Public



Signatures continue on the following page.]

IN WITNESS WHEREOF, Grantor, Lone Tree Land, L.L.C., has executed and delivered this Amendment effective as of the day and year first written above.

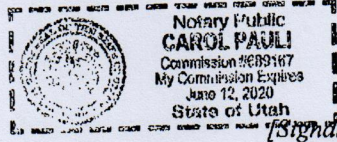
GRANTOR:
LONE TREE LAND, L.L.C.

By: *Ronnie B. Whitear*
Ronnie B. Whitear, Manager

STATE OF UTAH)
)SS
COUNTY OF *Salt Lake*

On this *15* day of January 2019, before me *Carol Pauli*, a notary public, personally appeared Ronnie B. Whitear, Manager of Lone Tree Land, L.L.C., proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same on behalf of Lone Tree Land, L.L.C.

Notary Seal



Carol Pauli
Notary Public

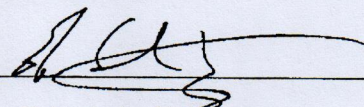
[Signatures continue on the following page.]

IN WITNESS WHEREOF, Grantee has executed and delivered this Amendment effective as of the day and year first written above.

GRANTEE:

WASATCH PEAKS RANCH, LLC, a Delaware limited liability company

By: Wasatch Peaks Ranch Management, LLC,
its Manager

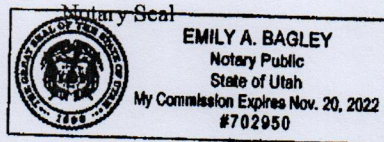
By: 

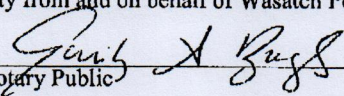
Name: Ed Schultz

Its: Authorized Signatory

STATE OF Utah)
 :SS
COUNTY OF Salt Lake)

On this 29 day of January 2019, before me Emily A. Bagley, a notary public, personally appeared Ed Schultz, Authorized Signatory of Wasatch Peaks Ranch Management, LLC, Manager of Wasatch Peaks Ranch, LLC proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same under proper authority from and on behalf of Wasatch Peaks Ranch, LLC.





Notary Public

My Commission Expires: 11-20-2022

EXHIBIT "B-2"
Legal Description of Gailey Property

PARCEL 1/2:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; AND THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

Davis County Tax Parcel Nos. 07-007-0003 and 07-007-0004

PARCEL 3:

SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER; THE EAST HALF OF NORTHEAST QUARTER AND NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

Davis County Tax Parcel No. 07-008-0001

PARCEL 4/5:

THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN.

Davis County Tax Parcel Nos. 11-168-0001 and 11-168-0002

THE FOLLOWING PARCELS 6 THROUGH 8 LOCATED IN TOWNSHIP 3 NORTH RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

PARCEL 6:

ALL OF SECTION 2.

Morgan County Tax Parcel No. 00-0000-3408

PARCEL 7:

ALL OF SECTION 3, (PORTIONS LOCATED IN DAVIS AND MORGAN COUNTIES).

Morgan County Tax Parcel No. 00-0000-3432

PARCEL 8:

ALL OF SECTION 11 (PORTIONS LOCATED IN DAVIS AND MORGAN COUNTIES).

Morgan County Tax Parcel No. 00-0000-3465

THE FOLLOWING PARCELS 9 THROUGH 25 LOCATED IN TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

PARCEL 9:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, RUNNING THENCE EAST 98 RODS; THENCE SOUTH 320 RODS; THENCE WEST 98 RODS; THENCE NORTH 320 RODS TO THE PLACE OF BEGINNING.

Morgan County Tax Parcel No. 00-0001-1526

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

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

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

PARCEL 13:
ALL OF SECTION 9, LESS THE FOLLOWING DESCRIBED PROPERTY:

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

Morgan County Tax Parcel No. 00-0001-1666

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

PARCEL 15:
ALL OF SECTION 11.
Morgan County Tax Parcel No. 00-0001-1724

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

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

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

PARCEL 19:
ALL OF SECTION 15.
Morgan County Tax Parcel No. 00-0001-1922

PARCEL 20:
THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.
Morgan County Tax Parcel No. 00-0001-1963

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

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

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

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

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

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

**THE FOLLOWING PARCELS 26 AND 26 A LOCATED IN TOWNSHIP 4 NORTH,
RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN:**

PARCEL 26:
THE NORTHWEST QUARTER OF SECTION 19, EXCEPTING THEREFROM THE SOUTH
HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND NORTH
HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, AS
RECORDED AUGUST 11, 2011, AS ENTRY NO 123753, IN BOOK 292 AT PAGE 1336
DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT.
Morgan County Tax Parcel No. 00-0001-6517

PARCEL 26A:

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19.

Morgan County Tax Parcel No. 00-0001-6517

THE FOLLOWING PARCELS 27 THROUGH 31, 33, 34, 37, and 38 LOCATED IN TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN;

PARCEL 27:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 26, THENCE WEST 80 RODS; THENCE NORTH 30 RODS, MORE OR LESS, TO THE WEBER RIVER; THENCE UP SAID RIVER SOUTH 75°00' EAST 20.86 CHAINS; THENCE SOUTH 8 RODS TO THE POINT OF BEGINNING. LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292, AT PAGE 1337 AND IN BOOK 297 AT PAGE 794.

Morgan County Tax Parcel No. 00-0002-6185

PARCEL 28:

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

Morgan County Tax Parcel No. 00-0002-6177

PARCEL 29:

THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 26, LESS AND EXCEPTING LAND CONVEYED TO WEBER BASIN WATER CONSERVANCY DISTRICT, BY FINAL ORDER OF CONDEMNATION RECORDED IN BOOK R OF DEEDS AT PAGES 119 THROUGH 122, AND BY DEEDS RECORDED IN BOOK 292 AT PAGE 1337 AND IN BOOK 297 AT PAGE 794 AND IN MISC BOOK 4 AT PAGE 512, AS ENTRY NO'S 31973 AND 31974.

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

Morgan County Tax Parcel No. 00-0002-6227

PARCEL 30:

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

SAID LINE 3 CHAINS, MORE OR LESS TO THE QUARTER, QUARTER CORNER; THENCE EAST 20 CHAINS TO THE PLACE OF BEGINNING.

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

Morgan County Tax Parcel No. 00-0002-6292

PARCEL 31:

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

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

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, PAGE 624, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

Morgan County Tax Parcel No. 00-0002-6334

PARCEL 32:

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

Morgan County Tax Parcel No. 00-0002-6359

PARCEL 33:

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

Morgan County Tax Parcel No. 00-0002-6375

PARCEL 34:

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

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

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THORNLEY K. SWAN AND J.W. SWAN BY DEED RECORDED IN BOOK R OF DEEDS, AT PAGE 624, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 528.5 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SAID SECTION 27, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF THE GATEWAY CANAL, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 53°33' EAST 216.5 FEET; THENCE NORTH 81°01' EAST 259.8 FEET; THENCE NORTH 43°00' EAST 153.1 FEET; THENCE 281.2 FEET ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO GATEWAY CANAL RIGHT OF WAY STATION 420+07.4 ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO THE SOUTH RIGHT OF WAY LINE OF UNION PACIFIC RAILROAD COMPANY; THENCE ALONG SAID RAILROAD RIGHT OF WAY LINE SOUTH 74°40' WEST 964.2 FEET MORE OR LESS TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING

TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337
AND IN BOOK 297 AT PAGE 794.
Morgan County Tax Parcel No. 00-0002-6391

PARCEL 35:

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER
OF THE SOUTHWEST QUARTER OF SECTION 28.
Morgan County Tax Parcel No. 00-0002-6623
Davis County Tax Parcel No. 13-002-0005

PARCEL 36:

ALL OF SECTION 33
Morgan County Tax Parcel No. 00-0002-6680
Davis County Tax Parcel No. 13-002-0005

PARCEL 37:

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

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

Morgan County Tax Parcel No. 00-0002-6722

PARCEL 38:

ALL OF SECTION 35, EXCEPTING THAT PORTION THEREOF CONDEMNED FOR
GATEWAY CANAL IN BOOK R OF DEEDS, PAGES 119 THROUGH 122. ALSO LESS
DEEDED TO WEBER BASIN WATER CONSERVANCY DISTRICT IN BOOK 292 AT PAGE
1337 AND BOOK 297, AT PAGE 794.
TOGETHER WITH RESERVED ACCESS AS DESCRIBED IN BOOK 292 AT PAGE 1337
AND IN BOOK 297 AT PAGE 794.
Morgan County Tax Parcel No. 00-0002-6805

EXHIBIT "E-2"
Legal Description of Trunk Easement

E 146811 B 348 P1467

MORGAN VALLEY DRIVE TO CANAL EASEMENT DESCRIPTION:

AN EASEMENT FOR ACCESS AND UTILITIES ACROSS PART OF THE SE ¼ NE ¼ OF SECTION 1, T4N, R1E, S.L.B.&M., THE SE ¼ NW ¼ AND LOT 5 OF SECTION 6, T4N, R2E, S.L.B.&M., MORGAN COUNTY, UTAH SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 1, S 0°04'04" W, 1943.38 FEET FROM THE NORTHEAST CORNER THEREOF, SAID NORTHEAST CORNER BEING MONUMENTED WITH A 5/8" STEEL BAR TOPPED WITH A 1-½ INCH RED PLASTIC CAP INSCRIBED "HIGH MOUNTAIN LS 368358"; THENCE N 80°28'38" E, 111.66 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 135.04 FEET; THENCE EASTERLY 146.43 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 62°07'22", THE LONG CHORD OF WHICH BEARS N 49°24'57" E, 139.35 FEET; THENCE N 18°21'16" E, 71.83 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 250.00 FEET; THENCE NORTHERLY 362.52 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°04'57", THE LONG CHORD OF WHICH BEARS N 59°53'44" E, 331.58 FEET; THENCE S 78°33'47" E, 519.95 FEET; THENCE S 85°47'15" E, 800.96 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK M50, PAGE 355 OF THE MORGAN COUNTY RECORDS, AS SAID CORNER IS MONUMENTED ACCORDING TO RECORD OF SURVEY MAP NUMBERS 323 AND 342 OF THE MORGAN COUNTY RECORDS; THENCE S 87°18'31" E, 369.67 FEET ALONG THE SOUTH LINE THEREOF AND THE SOUTH LINE OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK M-1 PAGE 179 OF THE MORGAN COUNTY RECORDS, TO THE NORTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN THE WARRANTY DEED RECORDED IN BOOK 318, PAGE 663 OF THE MORGAN COUNTY RECORDS; THENCE THE FOLLOWING THREE (3) COURSES ALONG THE BOUNDARY THEREOF: S 3°05'01" W, 102.31 FEET; THENCE S 39°14'53" E, 320.37 FEET; THENCE S 87°18'31" E, 70.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MORGAN VALLEY DRIVE, SAID POINT LYING ON A CURVE CONCAVE TO THE WEST, FROM WHICH THE RADIUS POINT BEARS N 77°10'35" W, 988.48 FEET; THENCE SOUTHERLY 92.53 FEET ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°21'48", THE LONG CHORD OF WHICH BEARS S 15°30'19" W, 92.50 FEET; THENCE N 74°59'48" W, 96.76 FEET; THENCE N 39°14'53" W, 376.99 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 150.00 FEET; THENCE NORTHWESTERLY 125.82 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°03'38", THE LONG CHORD OF WHICH BEARS N 63°16'42" W, 122.17 FEET; THENCE N 87°18'31" W, 61.77 FEET; THENCE N 85°58'35" W, 1066.02 FEET; THENCE S 89°36'48" W, 410.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET; THENCE WESTERLY 124.37 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 71°15' 32", THE LONG CHORD OF WHICH BEARS S 53°59'02" W, 116.51 FEET; THENCE S 18°21'16" W, 51.31 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 290.06 FEET; THENCE SOUTHERLY 112.00 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°07'25", THE LONG CHORD OF WHICH BEARS S 29°24'58" W, 111.31 FEET; THENCE N 49°31'19" W, 50.00 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST AND CONCENTRIC WITH LAST SAID CURVE, FROM WHICH THE RADIUS POINT BEARS N 41°31'19" W, 240.06 FEET; THENCE SOUTHWESTERLY 167.59 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°59'57", THE LONG CHORD OF WHICH BEARS S 60°28'39" W, 164.21 FEET; THENCE S 80°28'38" W, 193.70 FEET TO THE EASTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE BOUNDARY ADJUSTMENT AGREEMENT RECORDED IN BOOK 287, PAGE 679 OF THE MORGAN COUNTY RECORDS; THENCE N 36°10'34" W, 126.51 FEET ALONG SAID EASTERLY LINE; THENCE N 80°28'38" E, 145.33 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 6.966 ACRES, MORE OR LESS, WITH THE BASIS OF BEARING OF THE EASEMENT BEING S 0°04'04" W BETWEEN SAID NORTHEAST CORNER OF SECTION 1 AND THE EAST ONE-QUARTER CORNER OF SAID SECTION 1.

EASEMENT DESCRIPTION UPPER TRUNK:

AN EASEMENT FOR ACCESS AND UTILITIES ACROSS SECTION 1, T4N, R1E, S.L.B.& M., MORGAN COUNTY, UTAH SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 1, SAID NORTHEAST CORNER BEING A 5/8" STEEL BAR TOPPED WITH A 1-1/2 INCH RED PLASTIC CAP INSCRIBED "HIGH MOUNTAIN LS 368358", RUNNING THENCE S 0°04'04" W, 2067.88 FEET ALONG THE EAST LINE THEREOF; THENCE N 89°55'56" W, 316.80 FEET TO THE POINT OF BEGINNING, SAID POINT OF BEGINNING LYING ON THE WESTERLY LINE OF THAT TRACT OF LAND DESCRIBED IN THE BOUNDARY ADJUSTMENT AGREEMENT RECORDED IN BOOK 287, PAGE 679 OF THE MORGAN COUNTY RECORDS; THENCE, WITH PARALLEL SIDELINES 75.00 FEET LEFT AND 75.00 FEET RIGHT, S 78°51'19" W, 191.40 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 250.07 FEET; THENCE WESTERLY 384.48 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°05'30", THE LONG CHORD OF WHICH BEARS N 57°05'55" W, 347.72 FEET; THENCE, WITH PARALLEL SIDELINES 100.00 FEET LEFT AND 115.00 FEET RIGHT, N 13°03'10" W, 156.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 259.60 FEET; THENCE NORTHERLY 29.28 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°27'42", THE LONG CHORD OF WHICH BEARS N 16°17'05" W, 29.26 FEET; THENCE, WITH PARALLEL SIDELINES 100.00 FEET LEFT AND 75.00 FEET RIGHT, CONTINUING WESTERLY 654.20 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 144°23'09", THE LONG CHORD OF WHICH BEARS S 88°17'32" W, 494.33 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 256.88 FEET; THENCE SOUTHWESTERLY 352.01 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 78°30'54", THE LONG CHORD OF WHICH BEARS S 55°21'26" W, 325.11 FEET; THENCE N 85°23'07" W, 204.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 250.07 FEET; THENCE WESTERLY 430.50 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°38'08", THE LONG CHORD OF WHICH BEARS S 45°17'49" W, 379.28 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 259.27 FEET; THENCE SOUTHERLY 482.84 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 106°42'15", THE LONG CHORD OF WHICH BEARS S 49°19'50" W, 416.03 FEET; THENCE N 77°19'01" W, 128.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 250.07 FEET; THENCE NORTHERLY 523.89 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 120°01'55", THE LONG CHORD OF WHICH BEARS N 17°18'05" W, 433.20 FEET; THENCE, WITH PARALLEL SIDELINES 125.00 FEET LEFT AND 125.00 FEET RIGHT, N 42°42'54" E, 142.87 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 250.07 FEET; THENCE NORTHERLY 117.35 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°53'11", THE LONG CHORD OF WHICH BEARS N 29°16'16" E, 116.27 FEET; THENCE N 15°49'43" E, 337.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 339.77 FEET; THENCE NORTHERLY 187.20 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°34'08", THE LONG CHORD OF WHICH BEARS N 31°36'45" E, 184.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 250.07 FEET; THENCE NORTHERLY 167.57 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°23'34", THE LONG CHORD OF WHICH BEARS N 28°12'00" E, 164.45 FEET; THENCE, WITH PARALLEL SIDELINES 75.00 FEET LEFT AND 75.00 FEET RIGHT, CONTINUING NORTHERLY 167.57 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°23'34", THE LONG CHORD OF WHICH BEARS N 10°11'33" W, 164.45 FEET; THENCE N 29°23'20" W, 234.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 250.07 FEET; THENCE, WITH PARALLEL SIDELINES 150.00 FEET LEFT AND 75.00 FEET RIGHT, NORTHERLY 266.19 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 60°59'19", THE LONG CHORD OF WHICH BEARS N

1°06'20" E, 253.80 FEET; THENCE, WITH PARALLEL SIDELINES 150.00 FEET LEFT AND 150.00 FEET RIGHT, N 31°35'59" E, 231.39 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 250.55 FEET; THENCE NORTHERLY 205.32 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°57'07", THE LONG CHORD OF WHICH BEARS N 8°07'26" E, 199.63 FEET; THENCE, WITH PARALLEL SIDELINES 75.00 FEET LEFT AND 75.00 FEET RIGHT, CONTINUING WESTERLY 742.81 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 169°51'43", THE LONG CHORD OF WHICH BEARS S 79°42'59" W, 499.16 FEET; THENCE S 5°12'52" E, 213.08 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 350.10 FEET; THENCE SOUTHERLY 506.74 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°55'54", THE LONG CHORD OF WHICH BEARS S 36°15'04" W, 463.65 FEET; THENCE S 77°43'02" W, 684.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 250.07 FEET; THENCE WESTERLY 47.85 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°57'49", THE LONG CHORD OF WHICH BEARS S 72°14'04" W, 47.78 FEET TO THE EAST LINE OF THE FIRST TRACT OF LAND DESCRIBED IN EXHIBIT II IN THE WARRANTY DEED RECORDED IN BOOK M24, PAGE 411, OF THE MORGAN COUNTY RECORDS.

SAID EASEMENT BEING 7790.19 FEET, MORE OR LESS, IN LENGTH, WITH THE SIDELINES OF THE EASEMENT CLOSING ON THE GRANTOR'S BOUNDARY LINES, AND THE BASIS OF BEARING OF THE EASEMENT BEING S 0°04'04" W BETWEEN SAID NORTHEAST CORNER OF SECTION 1 AND THE EAST ONE-QUARTER CORNER OF SAID SECTION 1.

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