

Account No. 77158

Previous Contract 25056

ASSIGNMENT

This Assignment ("Assignment") is made and entered into this 17th day of January 2019, by and between Gailey Ranch, LLC, (Assignor) and Wasatch Peaks Ranch, LLC, Assignee (Assignor and Assignee are sometimes referred to individually herein as a "Party" and collectively as the "Parties.")

RECITALS

- A. On July 29, 2011, Assignor, as Purchaser entered into a contract (the "Contract") with Weber Basin Water Conservancy District (the "District") for the reservation of up to 2500 ac-ft. of water for replacement purposes, which contract was thereafter recorded in the office of the County Recorder of Morgan County, Utah as entry number 123757, in Book 292, Pages 1352 - 1361.
- B. Assignor has entered into a purchase and sale agreement with Assignee, dated _____, 2018 (the "Purchase Agreement), under which Assignor has agreed to sell, and Assignee has agreed to purchase, the Gailey Ranch (as that term is defined in the Purchase Agreement), and to assume the obligations under the Contract for the reservation of water for use on the Gailey Ranch property.
- C. Assignee desires to be substituted for Assignor as the purchaser of water under the Contract, to acquire all of Assignor's right, title and interest in the Contract, to assume all of Assignor's rights, duties and obligations thereunder in accordance with its terms and condition.
- D. Assignor is willing to assign its right, duties and obligations under the Contract to Assignee, provided that by virtue of this Assignment, Assignor is prospectively relieved of any liabilities under the Contract upon the approval of the Assignment by the Board of Trustees of the District.
- E. The Parties intend that this Assignment shall be expressly conditioned upon the closing of the Purchase Agreement, and upon the transfer of the real property sold in the Purchase Agreement by Assignor to Assignee, and this Assignment shall be terminated and void if that Purchase Agreement does not so close, and if that real property does not so transfer.

NOW THEREFORE, in consideration of covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

NOW THEREFORE, in consideration of covenants and conditions set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of its rights, title and interest in and to the Contract entered into by and between the Assignor and the District, dated July 29, 2011, and recorded as Entry No. 123757, in Book 292, Pages 1352-1361 of the official records of Morgan County, Utah; a true and correct copy of the Contract is attached hereto and incorporated herein by this reference as Exhibit ("A"). Assignee hereby agrees to and does accept the assignment of all of Assignor's right, title and interest in the Contract, and by doing so, agrees to and does accept all of Assignor's rights, duties and obligations under the Contract and hereby relieves and holds harmless Assignor of any continuing rights, duties and obligations or liabilities under the Contract from and after the effective date of this Assignment. Assignee agrees to be bound by all of the terms of the Contract. The effective date of this Assignment shall be the date that the Assignment is accepted and approved by the Board of Trustees of District, and the acceptance and approval of the Assignment shall constitute a complete novation and substitution of Assignee for Assignor under the terms and conditions of the Contract, provided however that this Assignment shall be terminated and void if the Purchase Agreement between Assignor and Assignee does not close, and if the real property sold pursuant to the terms of the Purchase Agreement does not transfer from Assignor to Assignee.

2. By agreeing to and accepting this Assignment, Assignee hereby expressly acknowledges and agrees that, pursuant to the terms of the Contract, if the Assignee does not, by February 2, 2019, exercise its rights to take and use the water reserved under the Contract in strict accordance with the terms of the Contract, as to all or some portion of the 2,500 ac-ft. of reserved water, that the reservation of water under the Contract will expire, and the Contract will terminate and be of no further force or effect between Assignee and the District.

ASSIGNOR
Gailey Ranch LLC

By: Peter Hicks, Managing Member
Peter Hicks, Managing Member

Email: hicks.mgt@aol.com
Mailing Address: PO Box 87
Readville MA
02137

ASSIGNEE
Wasatch Peaks Ranch, LLC

By: Wasatch Peaks Ranch Management,
LLC, its Manager

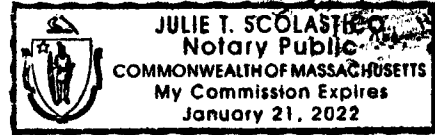
By: [Signature]
Eric T. Yonke, Manager
Email: eric@swaccppg.com
Mailing Address: 136 E. South Temple
Suite 2425
Salt Lake City, Utah 84111

STATE OF Massachusetts)
SS:
COUNTY OF Norfolk)

On the 16th day of January, 2019, personally appeared before me Peter Hicks, who being by me duly sworn did say that he is the Managing Member of Gailey Ranch LLC, the Assignor named herein; and that he has been duly authorized to execute the foregoing Assignment on behalf of the Assignor.

Julie T. Scolastic
NOTARY PUBLIC

My Commission Expires: 1/21/22

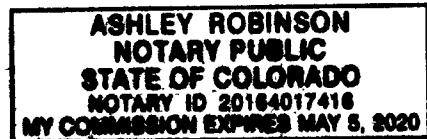


STATE OF Colorado)
SS:
COUNTY OF Broomfield)

On the 17 day of January, 2019, personally appeared before me Eric T. Yonke, who being by me duly sworn did say that he is the Manager of Wasatch Peaks Ranch Management, LLC, which is the Manager of Wasatch Peaks Ranch, LLC, the Assignor named herein; and that he has been duly authorized to execute the foregoing Assignment on behalf of the Assignee.

Ashley Robinson
NOTARY PUBLIC

My Commission Expires: 5/5/2020

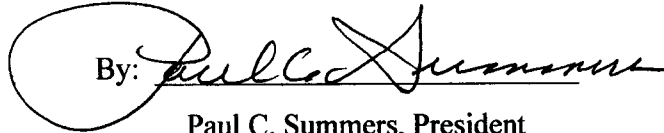


APPROVAL OF ASSIGNMENT

Pursuant to due notice having been given and the Assignment brought before the Board of Trustees at a regular meeting, it is Ordered that the foregoing Assignment from Gailey Ranch LLC to Wasatch Peaks Ranch, LLC, be granted and that an allotment of 2500 ac-ft. of water is hereby reserved in accordance with the terms and conditions of the Contract attached hereto as Exhibit A. The Board acknowledges and agrees that by accepting and approving this Assignment as written that is releasing and discharging Gailey Ranch LLC from all future obligations and liabilities under the Contract, from and after the date of this approval, provided however that this Assignment shall be terminated and void if the Purchase Agreement between Assignor and Assignee does not close, and if the real property sold pursuant to the terms of the Purchase Agreement does not transfer from Assignor to Assignee.

Dated this 24 day of January, 2019.

WEBER BASIN WATER CONSERVANCY DISTRICT

By: 

Paul C. Summers, President

ATTEST: 
Secretary



Exhibit A

Description of Lands:

DAVIS COUNTY PROPERTIES:

PARCEL 1/2: 07-007-003 & 0004
**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.**

PARCEL 3: 07-008-0001
**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.**

PARCEL 4/5: 11-168-0001 & 0002
**THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF
SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE
MERIDIAN.**

MORGAN COUNTY PROPERTIES:

**TOWNSHIP 3 NORTH, RANGE 1 EAST, SALT LAKE BASE AND
MERIDIAN**

PARCEL 6:
ALL OF SECTION 2. 00-0000-3408 01-003-002

PARCEL 7: 00-0000-3432 01-003-003
**ALL OF SECTION 3, (PORTIONS LOCATED IN DAVIS AND
MORGAN COUNTIES).**

PARCEL 8: 00-0000-3465 01-003-004
**ALL OF SECTION 11 (PORTIONS LOCATED IN DAVIS AND
MORGAN COUNTIES).**

**TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND
MERIDIAN**

PARCEL 9: 00-0001-1526 01-004-007
**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.**

PARCEL 10: 00-0001-1559 01-004-008
ALL OF SECTION 2.

PARCEL 11: 00-0001-1583 01-004-009
ALL OF SECTION 3.

PARCEL 12: 00-0001-1617 01-004-010
THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4.

PARCEL 13: 00-0001-1666 01-004-012
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.

PARCEL 14: 00-0001-1690 01-004-013
ALL OF SECTION 10.

PARCEL 15: 00-0001-1724 01-004-014
ALL OF SECTION 11.

PARCEL 16: 00-0001-1773 01-004-015 (Sinclair)
THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12.

PARCEL 17: 00-0001-1849 01-004-019
ALL OF SECTION 13.

PARCEL 18: 00-0001-1872 01-004-020
THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.

PARCEL 19: 00-0001-1922 01-004-022
ALL OF SECTION 15.

PARCEL 20: 00-0001-1963 01-004-023
THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.

PARCEL 21: 00-0001-2003 01-004-024
ALL OF SECTION 23.

PARCEL 21A: 00-0001-2045 01-004-026
THE NORTH HALF OF THE NORTH HALF OF SECTION 24.

PARCEL 22: 00-0001-2276 01-004-040
THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST

QUARTER OF SECTION 26.

PARCEL 23: 00-0001-2292 01-004-041
ALL OF SECTION 27.

PARCEL 24: 00-0001-2409 01-004-047
**THE SOUTHWEST QUARTER, AND THE EAST HALF OF THE
NORTHWEST QUARTER OF SECTION 35.**

PARCEL 25: 00-0001-2466 01-004-049
**THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF
SECTION 36.**

TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN

PARCEL 26: 00-0001-6517 01-004-262 (Sinclair)
**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.**

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.**

**TOWNSHIP 5 NORTH RANGE 1 EAST, SALT LAKE BASE AND
MERIDIAN**

PARCEL 27: 00-0002-6185 01-005-057-01
**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.**

PARCEL 28: 00-0002-6177 01-005-057
**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.

PARCEL 29: *00-0002-6227* *01-005-058*
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.

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

PARCEL 30: *00-0002-6292* *01-005-059*
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.

PARCEL 31: *00-0002-6394* *01-005-062-01*
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.

PARCEL 32: *00-0002-0359* *01-005-060*
**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.**

PARCEL 33: *00-0002-0375* *01-005-061*
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.

PARCEL 34: *00-0002-0391* *01-005-062*
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.

PARCEL 35: 00-0002-6623 01-005-069
THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE
SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF
SECTION 28.

PARCEL 36: 00-0002-6680 01-005-070
ALL OF SECTION 33

PARCEL 37: 00-0002-6722 01-005-071
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.

PARCEL 38: *00-0002-6805* *01-005-072*
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.