



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT located in MORGAN COUNTY, dated APRIL 3, 2023, complying with Section §17B-1-215, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT, located in MORGAN COUNTY, State of Utah.



IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 3<sup>rd</sup> day of April, 2023 at Salt Lake City, Utah.

DEIDRE M. HENDERSON  
Lieutenant Governor

Morgan, Utah

February 21, 2023

The County Commission (the "Commission") of the Morgan County, Utah (the "County"), met in regular session (including by electronic means) on February 21, 2023, at its regular meeting place in Morgan, Utah at 5:00 p.m., with the following members of the Commission being present:

Mike Newton	Chair
Jared Andersen	Commission Member
Blaine Fackrell	Commission Member
Robert McConnell	Commission Member
Matt Wilson	Commission Member

Also present:

Julie Rees	Commission Executive Assistant
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Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the County Commission Executive Assistant presented to the Commission a Certificate of Compliance with Open Meeting Law with respect to this February 21, 2023, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Commission Member Andersen and seconded by Commission Member Fackrell adopted by the following vote:

AYE: *Commissioners - Andersen, Wilson, McConnell, Fackrell & Newton*

NAY: *N/A*

The resolution was later signed by the Chair and recorded by the County Clerk in the official records of the County. The resolution is as follows:

RESOLUTION CR-23-04

A RESOLUTION OF THE COUNTY COMMISSION (THE "COMMISSION") OF THE COUNTY OF MORGAN COUNTY, UTAH (THE "COUNTY"), RATIFYING THE CREATION OF THE WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT (THE "DISTRICT") AS AN INDEPENDENT DISTRICT; AUTHORIZING AND APPROVING A GOVERNING DOCUMENT AND INTERLOCAL AGREEMENT; APPROVING OF AN ANNEXATION AREA; APPOINTING BOARDS OF TRUSTEES; AUTHORIZING OTHER DOCUMENTS IN CONNECTION THEREWITH; AND RELATED MATTERS.

WHEREAS, a petition (the "Petition") was previously filed with the County requesting adoption by resolution the approval of the creation of a public infrastructure district pursuant to the Public Infrastructure District Act, Title 17D, Chapter 4 Utah Code Annotated 1953, as amended (the "PID Act") and relevant portions of the Limited Purpose Local Government Entities - Local Districts, Title 17B (together with the PID Act, the "Act") within the boundaries of the County and approve an annexation area (the "Annexation Area") which the District may annex into or withdrawal therefrom without further approval or hearings of the County or the Commission, as further described in Governing Document Exhibits A and C (as hereinafter defined) for the purpose of financing public infrastructure costs; and

WHEREAS, on June 1, 2021 the County previously adopted a resolution authorizing the creation of the District (the "Original Resolution"); and

WHEREAS, the time to submit the Original Resolution to the Office of the Lieutenant Governor has lapsed, and the petitioners desire the County to ratify such creation; and

WHEREAS, pursuant to the terms of the Act, the County may create one or more public infrastructure districts by adoption of a resolution of the Commission and with consent of 100% of all surface property owners proposed to be included in the District (the "Property Owners"); and

WHEREAS, it is necessary to ratify the creation of the District under and in compliance with the laws of the State of Utah and to authorize other actions in connection therewith; and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the County and the District, attached to the Governing Document as Governing Document Exhibit D; and

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah

a Notices of Boundary Action attached hereto as Exhibit C (the "Boundary Notice") and Final Entity Plats attached thereto as Boundary Notice Exhibit B (the "Plat").

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Commission and by officers of the Commission directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. Creation of the District as a separate entity from the County in accordance with the Governing Document and the Act is hereby ratified and approved. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Commission does hereby ratify approval the annexation of any area within the Annexation Area Boundaries into the District without any further action of the Commission or the County and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action, hearings, or resolutions of the Commission or the County, upon compliance with the terms of the PID Act and the Governing Document.

4. The Commission does hereby ratify the authorization of the District to provide services relating to the financing and construction of public infrastructure, including within the Annexation Area upon annexation thereof into the District without further request of the District to the County to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the County under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Commission that the creation of the District is appropriate to the general welfare, order and security of the County, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit D are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

7. The Board of the District is hereby appointed as follows:

(a) Trustee 1 – Ed Schultz for an initial six-year term.

(b) Trustee 2 – Jenny Robinson for an initial four-year term.

(c) Trustee 3 – Vance Bostock for an initial six-year term.

(d) Such terms shall commence on the date of issuance of a Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

8. The Commission does hereby authorize the Chair or a Commission Member to execute the Boundary Notice in substantially the form attached as Exhibit C and such other documents as shall be required to accomplish the actions contemplated herein on behalf of the Commission for submission to the Office of the Lieutenant Governor of the State of Utah.

9. Prior to certification of the creation of the District by the Office of the Lieutenant Governor of the State of Utah, the Commission does hereby authorize any Commissioner, the County Attorney, or the Planning Director of the County to make any corrections, deletions, or additions to the Governing Document, the Interlocal Agreement, and the Boundary Notice or any other document herein authorized and approved (including, but not limited to, corrections to the property descriptions therein contained) which may be necessary to conform the same to the intent hereof, to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Commission or the provisions of the laws of the State of Utah or the United States (provided that the debt and mill levy limitations established therein may not be modified pursuant to this provision).

10. The Board of Trustees of the District (the "District Board") is hereby authorized and directed to record such Governing Document with the recorder of Morgan County within 30 days of the issuance of an issuance of the Certificate of Creation by the Office of the Lieutenant Governor of the State of Utah.

11. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

12. All acts, orders and resolutions, and parts thereof in conflict with this Resolution be, and the same are hereby, rescinded.

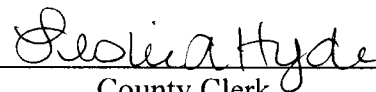
13. This resolution shall take effect immediately provided that, in the event that the Plat is not finalized for submission to the Office of the Lieutenant Governor until a date that is more than 30 days after adoption of this Resolution, the effective date of this Resolution will be deemed to be the date the Plat is finalized, as certified in writing by any one of the a Commissioner, the County Attorney, or the Planning Director.

PASSED AND ADOPTED by the County Commission of the Morgan County, Utah, this February 21, 2023.

MORGAN COUNTY, UTAH

By:   
Chair

ATTEST:

By:   
County Clerk

STATE OF UTAH )  
 : ss.  
COUNTY OF MORGAN )

I, Leslie Hyde, the undersigned duly qualified and acting County Clerk of the Morgan County, Utah ("the County"), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the County Commission (the "Commission"), had and taken at a lawful meeting of the Commission on February 21, 2023, commencing at the hour of 5:00 p.m., as recorded in the regular official book of the proceedings of the Commission kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

All members of the Commission were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this February 21, 2023.

By: Leslie A Hyde  
County Clerk

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

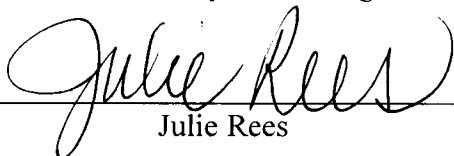
I, Julie Rees, the undersigned of the Morgan County, Utah (the "the County"), do hereby certify that I gave written public notice of the agenda, date, time and place of the regular meeting held by the Commission (the "Commission") on February 21, 2023, not less than 24 hours in advance of the meeting. The public notice was given in compliance with the requirements of the Utah Open and Public Meetings Act, Section 52-4-202, Utah Code Annotated 1953, as amended, by:

(a) By causing a Notice, in the form attached hereto as Schedule 1, to be posted at the County's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting; and

(c) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be published on the Utah Public Notice Website (<http://pmn.utah.gov>) at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the Notice of 2023 Annual Meeting Schedule for the Commission of (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the Commission of the County to be held during the year, by causing said Notice to be (i) posted on 2-16-23, at the principal office of the County, (ii) provided to at least one newspaper of general circulation within the geographic jurisdiction of the County on 2-16-23 and (iii) published on the Utah Public Notice Website (<http://pmn.utah.gov>) during the current calendar year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this February 21, 2023.

By:   
Julie Rees



**EXHIBIT "B" TO NOTICE OF BOUNDARY ACTION  
(District No. 1)**

**Final Local Entity Plat**

**NOTICE OF IMPENDING BOUNDARY ACTION  
(Wasatch Peaks Ranch Public Infrastructure District)**

**TO: The Lieutenant Governor, State of Utah**

**NOTICE IS HEREBY GIVEN** that the County Commission of the Morgan County, Utah (the "Commission"), acting in its capacity as the creating entity for the Wasatch Peaks Ranch Public Infrastructure (the "District"), at a regular meeting of the Commission, duly convened pursuant to notice, on February 21, 2023 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Morgan County, Utah, is attached as EXHIBIT "B" hereto and incorporated by this reference. The Commission hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

**WHEREFORE**, the Commission hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

**DATED** this 22 day of February, 2023.

**COUNTY COMMISSION OF MORGAN COUNTY, UTAH,  
acting in its capacity as the creating authority for the  
Wasatch Peaks Ranch Public Infrastructure District,**

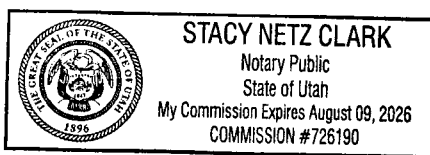
By:   
AUTHORIZED REPRESENTATIVE

**VERIFICATION**

STATE OF UTAH     )  
                                  :SS.  
COUNTY OF MORGAN     )

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of

February, 2023.



  
NOTARY PUBLIC

SCHEDULE 1

NOTICE OF MEETING AND AGENDA



PUBLIC NOTICE is hereby given that the MORGAN COUNTY COMMISSION will hold a regular commission meeting in the Commission Meeting Room at 48 West Young Street, Morgan, Utah on

**MORGAN COUNTY COMMISSION MEETING AGENDA**  
FEBRUARY 21st, 2023 5:00 pm

**5:00 COMMENCEMENT OF MEETING**

**A) Opening Ceremonies-**

- 1. Welcome
- 2. Invocation and/or Moment of Reflection
- 3. Pledge of Allegiance

**B) Consent Items-**

- 1. Approval of February 7th, 2023 Meeting Minutes

**C) Commissioner Declarations of Conflict of Interest**

**D) Public Comments (please limit comments to 3 minutes)**

**E) Presentations – None**

**F) Action Items –**

- 1. **Attorney Garrett Smith/Aaron Wade - Discussion/Decision – Legal**
  - i. Wasatch Peaks Ranch Public Infrastructure District Ratification.
- 2. **Josh Cook – Discussion/Decision – Planning**
  - i. Approval of the Rose Hill Subdivision Phase 4 Plat Amendment No. 1 to divide the existing lot into two lots. Application No.: 22.064, 5684 Garnet Drive, Wendy Wilkinson Revocable Trust. 0.62 acres, Village Low Density Residential. Current Zoning R1-12.
- 3. **Commission Vice Chair Fackrell – Discussion/Decision – Fairgrounds**
  - i. Fairgrounds Plan Discussion

**6:00 PUBLIC HEARING**

**G) Leslie Hyde Public Hearing – Budget 2022**

- 1. Amendment of Morgan County's 2022 Budget.

Request for a motion to adjourn public meeting and convene public hearing.  
Public Comments (please limit comments to 3 minutes)  
Request for motion to adjourn public hearing and reconvene public meeting.

Resolution amending Morgan County's 2022 Budget.

**PUBLIC HEARING**

**H) Josh Cook – Public Hearing – Planning Department**

1. M&D Nelson Rezone

Application No.: 22.065, Mark Nelson, Location – West of the Old Highway Road and Cottonwood Canyon Road. Current Zoning A-20, Commercial, 44.75 acres, Rezone to Town Center

- Request for a motion to adjourn public meeting and convene public hearing
- Public Comments (please limit comments to 3 minutes)
- Request for motion to adjourn public hearing and reconvene public meeting

**Commissioner Comments**

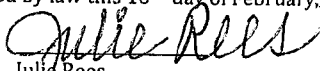
- Commissioner Wilson
- Commissioner Andersen
- Commission Chair Newton
- Commissioner McConnell
- Commission Vice Chair Fackrell

**I) Adjourn –**

Note: The Commission may vote to discuss certain matters in Closed Session (Executive Session) pursuant to Utah Code Annotated §52-4-205.

**CERTIFICATE OF POSTING**

The undersigned does hereby certify that the above notice and agenda were posted as required by law this 16<sup>TH</sup> day of February, 2023.

  
Julie Rees

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call Julie Rees at 801-845-4013 at least 24 prior to this meeting. This meeting is streamed live.

SCHEDULE 2

NOTICE OF ANNUAL MEETING SCHEDULE

**MORGAN COUNTY PLANNING COMMISSION**

**NOTICE** is hereby given that the Annual Meeting schedule of the Morgan County Planning Commission for the 2023 calendar year is as follows:

January 12, 2023	July 13, 2023
January 26, 2023	July 27, 2023
February 9, 2023	August 10, 2023
February 23, 2023	August 24, 2023
March 9, 2023	September 14, 2023
March 23, 2023	September 28, 2023
April 13, 2023	October 12, 2023
April 27, 2023	October 26, 2023
May 11, 2023	November 9, 2023
May 25, 2023	December 7, 2023
June 8, 2023	December 21, 2023
June 22, 2023	

If any meeting falls on a legal holiday or for other legitimate reasons the Planning Commission decides to not hold a regularly scheduled meeting, the meeting will be canceled unless rescheduled. In the event of rescheduling, notice of the rescheduled meeting will be given by public notice in accordance with the open and public meetings law.

**DATED** this 12th day of January, 2023.

**MORGAN COUNTY PLANNING COMMISSION**

By: Gary Ross, Chairman

1. Morgan County will post written notice of the annual meeting schedule in the offices of the County and provide a copy of such notice to at least one newspaper of general circulation within the geographic jurisdiction of the county, or to a local media correspondent and to all persons who request a copy of such notice.
2. This Resolution shall be effective immediately upon passage and adoption.

**PASSED AND ADOPTED THIS 12th DAY OF JANUARY, 2023.**  
**MORGAN COUNTY PLANNING COMMISSION**

EXHIBIT B

GOVERNING DOCUMENT



**GOVERNING DOCUMENT  
FOR  
WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT  
MORGAN COUNTY, UTAH**

Prepared

by

Gilmore & Bell, P.C.  
15 West South Temple, Suite 1450  
Salt Lake City, Utah 84101

February 21, 2023

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LIST OF EXHIBITS

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**EXHIBIT B** Morgan County Vicinity Map  
**EXHIBIT C** Initial District and Annexation Boundaries Map  
**EXHIBIT D** Interlocal Agreement between the District and Morgan County

## I. INTRODUCTION

### A. Purpose and Intent.

The District is an independent unit of local government, separate and distinct from the County, and, except as may otherwise be provided for by State or local law or this Governing Document, its activities are subject to review by the County only insofar as they may deviate in a material matter from the requirements of the Governing Document. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements. The District is not being created to provide any ongoing operations and maintenance services.

### B. Need for the District.

There are currently no other governmental entities, including the County, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

### C. Objective of the County Regarding District's Governing Document.

The County's objective in approving the Governing Document for the District is to authorize the District to provide for the planning, design, acquisition, construction, installation, relocation and redevelopment of the Public Improvements from the proceeds of Debt to be issued by the District. All Debt is expected to be repaid by taxes imposed and collected for no longer than the Maximum Debt Mill Levy Imposition Term for residential properties and at a tax mill levy no higher than the Maximum Debt Mill Levy for commercial and residential properties, and/or repaid by Assessments. Debt which is issued within these parameters and, as further described in the Financial Plan, will insulate property owners from excessive tax burdens to support the servicing of the Debt and will result in a timely and reasonable discharge of the Debt.

This Governing Document is intended to establish a limited purpose for the District and explicit financial constraints that are not to be violated under any circumstances. The primary purpose is to provide for the Public Improvements associated with development and regional needs. Operational activities are allowed, but only through an Interlocal Agreement with the County or relevant public entity.

It is the intent of the District to dissolve upon payment or defeasance of all Debt incurred or upon a determination that adequate provision has been made for the payment of all Debt, and if the District has authorized operating functions under an Interlocal Agreement, to retain only the power necessary to impose and collect taxes or Fees to pay for these costs.

The District shall be authorized to finance the Public Improvements that can be funded from Debt to be repaid from Assessments or from tax revenues collected from a mill levy which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

## II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map which have been approved by the County for annexation into or withdrawal from the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C**, describing the property proposed for annexation within the District.

Approved Development Plan: means a preliminary development plan or other process established by the County for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the County pursuant to the County Code and as amended pursuant to the County Code from time to time. For purposes of this Governing Document, the Resort Special District (RSD) as approved by the County through the approval of the Development Agreement for the Project on October 30, 2019, shall constitute an Approved Development Plan.

Assessment: means assessments levied in an assessment area created within the District.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

County: means Morgan County, Utah.

County Code: means the County Code of Morgan County, Utah.

County Commission: means the County Commission of Morgan County, Utah.

District: means the Wasatch Peaks Ranch Public Infrastructure District.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

End User: means any owner, or tenant of any owner, of any taxable improvement within the District, who is intended to become burdened by the imposition of ad valorem property taxes subject to the Maximum Debt Mill Levy. By way of illustration, a resident homeowner, renter, commercial property owner, or commercial tenant is an End User. The business entity that constructs homes or commercial structures is not an End User.

Fees: means any fee imposed by the District for administrative services provided by the District.

Financial Plan: means the Financial Plan described in Section VIII which describes (i) the potential means whereby the Public Improvements may be financed; (ii) how the Debt is expected to be incurred; and (iii) the estimated operating revenue derived from property taxes for the first budget year.

General Obligation Debt: means a Debt that is directly payable from and secured by ad valorem property taxes that are levied by the District and does not include Limited Tax Debt.

Governing Document: means this Governing Document for the District approved by the County Commission.

Governing Document Amendment: means an amendment to the Governing Document approved by the County Commission in accordance with the County's ordinance and the applicable state law and approved by the Board in accordance with applicable state law.

Initial District Boundaries: means the boundaries of the area described in the Initial District Boundary Map.

Initial District Boundary Map: means the map attached hereto as **Exhibit C**, describing the District's initial boundaries.

Limited Tax Debt: means a debt that is directly payable from and secured by ad valorem property taxes that are levied by the District which may not exceed the Maximum Debt Mill Levy.

Local District Act: means Title 17B of the Utah Code, as amended from time to time.

Maximum Debt Mill Levy: means the maximum mill levy the District is permitted to impose for payment of Debt as set forth in Section VIII.C below.

Maximum Debt Mill Levy Imposition Term: means the maximum term for imposition of a mill levy for any given series of bonds as set forth in Section VIII.D below.

Municipal Advisor: means a consultant that: (i) advises Utah governmental entities on matters relating to the issuance of securities by Utah governmental entities, including matters such as the pricing, sales and marketing of such securities and the procuring of bond ratings, credit enhancement and insurance in respect of such securities; (ii) shall be an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development or property commonly referred to as Wasatch Peaks Ranch.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

### III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 9,922 acres and the Annexation Area Boundaries includes approximately 10,101 acres (including the entirety of the Initial District Boundaries). A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

### IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately 9,922 acres of undeveloped land.

Approval of this Governing Document by the County does not imply approval of the development of a specific area within the District, nor does it imply approval of the number of residential units or the total site/floor area of commercial or industrial buildings identified in this Governing Document or any of the exhibits attached thereto, unless the same is contained within an Approved Development Plan.

## V. DESCRIPTION OF PROPOSED POWERS, IMPROVEMENTS AND SERVICES

### A. Powers of the District and Governing Document Amendment.

The District shall have the power and authority to provide the Public Improvements within and without the boundaries of the District as such power and authority is described in the District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

1. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the County or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the County and applicable provisions of the County Code. The District shall be authorized, but not obligated, to own, operate and maintain Public Improvements not otherwise required to be dedicated to the County or other public entity, including, but not limited to street improvements (including roads, curbs, gutters, culverts, sidewalks, bridges, parking facilities, paving, lighting, grading, landscaping, and other street improvements), traffic and safety controls, retaining walls, park and recreation improvements and facilities, trails, open space, landscaping, drainage improvements (including detention and retention ponds, trickle channels, and other drainage facilities), irrigation system improvements (including wells, pumps, storage facilities, and distribution facilities), and all necessary equipment and appurtenances incident thereto.

2. Reserved.

3. Construction Standards Limitation. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the County and of other governmental entities having proper jurisdiction. The District will obtain the County's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Procurement. The District shall be subject to the Utah Procurement Code, Title 63G, Chapter 6a. Notwithstanding this requirement, the District may acquire completed or partially completed improvements for fair market value as reasonably determined by any one of a surveyor or engineer that the District employs or engages to perform the necessary engineering services for and to supervise the construction or installation of the improvements.

5. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:



We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the County. The County, by approval of this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation.

(b) The County, by approval of this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the County a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. Without the written consent of the County, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

8. Initial Debt Limitation. On or before the effective date of approval by the County of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

9. Total Debt Issuance Limitation. The District shall not issue Debt in excess of Two Hundred Million Dollars (\$200,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount.

10. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the County to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the County as part of a Governing Document Amendment.

11. Governing Document Amendment Requirement.

(a) This Governing Document has been designed with sufficient flexibility to enable the District to provide required facilities under evolving circumstances without the need for numerous amendments. Actions of the District which violate the limitations set forth in V.A.1-9 above or in VIII.B-G. shall be deemed to be material modifications to this Governing Document and the County shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

(b) Subject to the limitations and exceptions contained herein, this Governing Document may be amended by passage of a resolutions of the County and the District approving such amendment.

B. Preliminary Engineering Survey.

The District shall have authority to provide for the planning, design, acquisition, construction, installation, relocation, redevelopment, maintenance, and financing of the Public Improvements within and without the boundaries of the District, to be more specifically defined in an Approved Development Plan. An estimate of the costs of the Public Improvements which may be planned for, designed, acquired, constructed, installed, relocated, redeveloped, maintained or financed was prepared based upon a preliminary engineering survey and estimates

derived from the zoning on the property in the District Area and is approximately Two Hundred and Fifty Million Dollars (\$250,000,000).

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the County and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

## VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of 3 Trustees who shall be appointed by the County Commission pursuant to the PID Act. Trustees 1, 2, and 3 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustee 2 shall serve an initial term of 4 years; Trustees 1 and 3 shall serve an initial term of 6 years. All terms shall commence on the date of issuance of a certificate of creation by the Office of the Lieutenant Governor of the State of Utah. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat upon 150 registered voters residing within the District.
2. Trustee 2. Trustee 2 shall transition to an elected seat upon 300 registered voters residing within the District.
3. Trustee 3. Trustee 3 shall transition to an elected seat upon 450 registered voters residing within the District.

No transition pursuant to this Section shall become effective until the scheduled regular election of the District in conjunction with the expiration of the then current term. Registered voters within this Section shall mean voters whose "principal place of residence," as that term is defined under Utah Code 20A-2-105(1)(a), is within the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the County Commission pursuant to the PID Act and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act.

E. Compensation. Unless otherwise permitted by the PID Act, only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

## VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

## VIII. FINANCIAL PLAN

### A. General.

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment of the Public Improvements from its revenues and by and through the proceeds of Debt to be issued by the District. The Financial Plan for the District shall be to issue such Debt as the District can reasonably pay within the Maximum Debt Mill Levy Imposition Term from revenues derived from the Maximum Debt Mill Levy, Assessments and other legally available revenues. The total Debt that the District shall be permitted to issue shall not exceed Two Hundred Million Dollars (\$200,000,000) and shall be permitted to be issued on a schedule and in such year or years as the District determine shall meet the needs of the Financial Plan referenced above and phased to serve development as it occurs. Any portion of bonds issued to refund a prior issuance of debt by the District shall not count against the permitted total Debt. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount. All bonds and other Debt issued by the District may be payable from any and all legally available revenues of the District, including general ad valorem taxes to be imposed upon all Taxable Property within the District and Assessments. The District will also rely upon various other revenue sources authorized by law. These will include the power to assess Fees, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time.

### B. Maximum Voted Interest Rate and Maximum Underwriting Discount.

The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. In the event of a default, the proposed maximum interest rate on any Debt is not expected to exceed eighteen percent (18%). The proposed maximum underwriting discount will be five percent (5%). Debt, when issued, will comply with all relevant requirements of this Governing Document, State law and Federal law as then applicable to the issuance of public securities.

C. Maximum Debt Mill Levy.

(a) The "Maximum Debt Mill Levy" shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.010 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202, Utah Code.

D. Maximum Debt Mill Levy Imposition Term.

Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such bond (the "Maximum Debt Mill Levy Imposition Term").

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District's discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the County as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the County of payment of any of the District's obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the County in the event of default by the District in the payment of any such obligation.

H. District's Operating Costs.

The estimated cost of acquiring land, engineering services, legal services and administrative services, together with the estimated costs of the District's organization and initial operations, are anticipated to be One Hundred Thousand Dollars (\$100,000), which will be eligible for reimbursement from Debt proceeds.

In addition to the capital costs of the Public Improvements, the District will require operating funds for administration and to plan and cause the Public Improvements to be constructed. The first year's operating budget is estimated to be approximately Fifty Thousand Dollars (\$50,000) which is anticipated to be derived from property taxes and other revenues.

I. Bond and Disclosure Counsel.

It is the intent of the County that the District shall use competent and nationally recognized bond and disclosure counsel with respect to District Bonds to ensure proper issuance and compliance with this Governing Document. The District has agreed to utilize the County's counsel, Gilmore & Bell, P.C., as bond and disclosure counsel with respect to District Bonds.

**IX. ANNUAL REPORT**

A. General.

The District shall be responsible for submitting an annual report to the County Manager's Office no later than 210 days following the end of the District's fiscal year, beginning with fiscal year 2023.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of the last day of the prior fiscal year, if changed.

2. List of current interlocal agreements, if changed (to be delivered to the Creating Entity upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information, if changed;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year, if any;
7. Status of the District's construction of the Public Improvements as of December 31 of the prior year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the County as of the last day of the prior fiscal year;
8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;
9. Official statements of current outstanding bonded indebtedness, if not previously provided to the County;
10. Current year budget including a description of the Public Improvements to be constructed in such year;
11. Financial statements of the District for the most recent completed fiscal year (such statements shall be audited if required by bond documents or statute);
12. Notice of any uncured events of default by the District, which continue beyond a ninety (90) day period, under any Debt instrument; and
13. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a ninety (90) day period.

**X. DISSOLUTION**

Upon an independent determination of the County Commission that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

## **XI. DISCLOSURE TO PURCHASERS**

Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation, the Board shall record a notice with the recorder of Morgan County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the County, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the County.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,000** for the duration of the District’s Bonds.”

- (3) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

## **XII. INTERLOCAL AGREEMENT**

The form of the Interlocal Agreement required by the County Code, relating to the limitations imposed on the District’s activities, is attached hereto as **Exhibit D**. The District shall approve the Interlocal Agreement in the form attached as **Exhibit D** at its first Board meeting after its creation. Failure of the District to execute the Interlocal Agreement as required herein shall constitute a material modification and shall require a Governing Document Amendment. The County Commission shall approve the Interlocal Agreement in the form attached as **Exhibit D** at the public hearing approving the Governing Document.



**EXHIBIT A****Legal Descriptions*****(TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN)******PARCEL 9: Tax Parcel No. 00-0090-3200***

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, ALONG THE NORTH LINE OF SAID SECTION 1, SOUTH 89°40'39" EAST 808.50 FEET; THENCE SOUTH 00°27'25" WEST 1357.26 FEET; THENCE NORTH 46°18'37" WEST 41.49 FEET; THENCE NORTHWESTERLY 280.08 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 49°22'37", CHORD BEARS NORTH 70°59'55" WEST 271.49 FEET; THENCE NORTHWESTERLY 64.66 FEET ALONG THE ARC OF A 50.00 FOOT REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 74°05'35", CHORD BEARS NORTH 58°38'26" WEST 60.25 FEET; THENCE NORTHWESTERLY 10.01 FEET ALONG THE ARC OF A 175.00 FOOT REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°16'33", CHORD BEARS NORTH 23°13'55" WEST 10.00 FEET; THENCE SOUTH 68°24'22" WEST 50.11 FEET; THENCE SOUTHEASTERLY 19.78 FEET ALONG THE ARC OF A 125.00 NON-TANGENT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE 9°03'56", CHORD BEARS SOUTH 21°38'59" EAST 19.76 FEET; THENCE SOUTH 17°07'02" EAST 7.95 FEET; THENCE SOUTHWESTERLY 28.80 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°30'19", CHORD BEARS SOUTH 24°08'08" WEST 26.38 FEET; THENCE SOUTHWESTERLY 95.77 FEET ALONG THE ARC OF A 325.00 FOOT REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°53'01", CHORD BEARS SOUTH 56°56'47" WEST 95.42 FEET; THENCE SOUTH 48°30'16" WEST 86.18 FEET; THENCE SOUTHERLY 309.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°35'02", CHORD BEARS SOUTH 16°12'45" WEST 293.83 FEET; THENCE SOUTH 16°04'46" EAST 167.76 FEET; THENCE SOUTHERLY 356.93 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 74°21'57", CHORD BEARS SOUTH 21°06'13" WEST 332.40 FEET; THENCE SOUTH 58°17'11" WEST 105.35 FEET; THENCE SOUTHWESTERLY 40.33 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°16'14", CHORD BEARS SOUTH 63°25'18" WEST 40.28 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE, ALONG SAID WEST LINE NORTH 00°27'24" EAST 2208.70 FEET TO THE POINT OF BEGINNING.

***PARCEL 10: Tax Parcel No. 00-0090-3205***

ALL OF SECTION 2.

*LESS AND EXCEPTING ANY PORTION WITHIN THE BOUNDARY OF WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER.*

***PARCEL 11: Tax Parcel No. 00-0001-1583***

ALL OF SECTION 3.

**PARCEL 12:** *Tax Parcel No. 00-0001-1617*

THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4.

**PARCEL 13:** *Tax Parcel No. 00-0001-1666*

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:** *Tax Parcel No. 00-0001-1690*

ALL OF SECTION 10.

**PARCEL 15:** *Tax Parcel No. 00-0090-3208*

ALL OF SECTION 11.

*LESS AND EXCEPTING ANY PORTION WITHIN THE BOUNDARY OF WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER.*

**PARCEL 16:** *Tax Parcel No. 00-0090-3217*

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12.

*LESS AND EXCEPTING ANY PORTION WITHIN THE BOUNDARY OF WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER.*

**PARCEL 17:** *Tax Parcel No. 00-0001-1849*

ALL OF SECTION 13.

**PARCEL 18:** *Tax Parcel No. 00-0001-1872*

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.

**PARCEL 19:** *Tax Parcel No. 00-0001-1922*

ALL OF SECTION 15.

**PARCEL 20:** *Tax Parcel No. 00-0001-1963*

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.

**PARCEL 21:** *Tax Parcel No. 00-0001-2003*

ALL OF SECTION 23.

**PARCEL 21A:** *Tax Parcel No. 00-0001-2045*

THE NORTH HALF OF THE NORTH HALF OF SECTION 24.

**PARCEL 22:** *Tax Parcel No. 00-0001-2276*

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26.

**PARCEL 23:** *Tax Parcel No. 00-0001-2292*

ALL OF SECTION 27.

**(TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN)**

**PARCEL 26:** *Tax Parcel No. 00-0001-6517*

THE NORTHWEST QUARTER OF SECTION 19.

**EXCEPTING** THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE 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:** *Tax Parcel No. 00-0085-9593*

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:** *Tax Parcel No. 00-0002-6185*

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: Tax Parcel No. 00-0002-6177**

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 05°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 09°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: Tax Parcel No. 00-0002-6227**

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: Tax Parcel No. 00-0002-6292**

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 RAILROAD 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: Tax Parcel No. 00-0002-6334**

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: Tax Parcel No. 00-0002-6359**

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: Tax Parcel No. 00-0002-6375**

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: Tax Parcel No. 00-0002-6391**

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, 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: Tax Parcel No. 00-0002-6623**

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28.

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

**PARCEL 36: Tax Parcel No. 00-0002-6680**

ALL OF SECTION 33.

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

**PARCEL 37: Tax Parcel No. 00-0002-6722**

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 OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 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 417.4 FEET, AND RUNNING THENCE SOUTH 49°16' WEST 283.7 FEET; THENCE NORTH 53°51' WEST 297.5 FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST, ALONG THE NORTH LINE OF SAID SECTION 34, 455.3 FEET TO THE POINT OF BEGINNING.

**PARCEL 38: Tax Parcel No. 00-0089-8784 & 00-0089-8865**

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

**SWAN PARCEL 1: Tax Parcel No. 00-0002-6490**

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT ON WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19' EAST 40.0 FEET; THENCE SOUTH 73°41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73°41' EAST 60.0 FEET TO THE POINT OF BEGINNING.

ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: (01-005-065-NA, BOOK M4, PAGE 401) A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54°12' EAST 2069.6 FEET AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

**SWAN PARCEL 2: Tax Parcel No. 00-0002-6417**

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 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 THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OF LESS, TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

**PARCEL 39:** *Tax Parcel No(s). 00-0090-3161, 00-0090-3162, 00-0090-3163, 00-0090-3164, 00-0090-3165, 00-0090-3166, 00-0090-3167, 00-0090-3168, 00-0090-3169, 00-0090-3191, 00-0090-3192, 00-0090-3193, 00-0090-3193, 00-0090-3194, 00-0090-3195, 00-0090-3196, 00-0090-3197 & 00-0090-3198.*

WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND SITUATED IN THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 1, THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 2, THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTHWEST CORNER BEING A 3" ALUMINUM CAP MONUMENT SET BY THE MORGAN COUNTY SURVEYOR IN 2021 AND RUNNING THENCE, ALONG THE WEST LINE OF SAID SECTION 12, SOUTH 00°11'58" WEST 1320.00 FEET; THENCE SOUTH 89°41'38" EAST 654.08 FEET; THENCE SOUTH 00°18'22" WEST 566.17 FEET; THENCE

SOUTH 51°33'39" EAST 82.06 FEET; THENCE SOUTH 47°06'38" WEST 196.85 FEET; THENCE SOUTH 31°52'23" WEST 463.88 FEET; THENCE SOUTH 32°23'59" WEST 448.41 FEET; THENCE NORTH 45°02'32" WEST 117.01 FEET; THENCE SOUTH 45°26'50" WEST 683.28 FEET; THENCE NORTH 41°22'18" WEST 327.01 FEET; THENCE NORTH 11°08'04" WEST 673.67 FEET; THENCE NORTH 54°52'43" WEST 504.84 FEET; THENCE SOUTH 82°18'36" WEST 398.90 FEET; THENCE NORTH 33°23'44" WEST 748.43 FEET; THENCE WESTERLY 113.24 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°35'35", (CHORD BEARS SOUTH 69°11'42" WEST 112.44 FEET); THENCE SOUTH 80°59'30" WEST 53.69 FEET; THENCE SOUTHWESTERLY 76.91 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°15'06", (CHORD BEARS SOUTH 63°21'57" WEST 75.70 FEET); THENCE NORTH 44°15'36" WEST 50.00 FEET; THENCE NORTHEASTERLY 45.04 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°44'50", (CHORD BEARS NORTH 53°06'49" EAST 44.92 FEET); THENCE NORTHERLY 20.26 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°24'15", (CHORD BEARS NORTH 21°47'06" EAST 18.76 FEET); THENCE NORTHERLY 152.93 FEET ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°01'12", (CHORD BEARS NORTH 09°54'26" WEST 152.55 FEET); THENCE NORTH 02°53'50" WEST 201.30 FEET; THENCE NORTHWESTERLY 196.35 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS NORTH 47°53'50" WEST 176.78 FEET); THENCE SOUTH 87°06'10" WEST 194.34 FEET; THENCE SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 42°06'10" WEST 35.36 FEET); THENCE SOUTH 02°53'50" EAST 20.00 FEET; THENCE SOUTH 87°06'10" WEST 50.00 FEET; THENCE SOUTH 82°25'38" WEST 72.43 FEET; THENCE NORTH 06°40'37" WEST 207.53 FEET; THENCE NORTH 21°43'02" WEST 374.14 FEET; THENCE NORTH 01°33'54" EAST 683.04 FEET; THENCE SOUTH 88°10'33" WEST 456.69 FEET; THENCE SOUTH 04°15'42" WEST 138.03 FEET; THENCE SOUTH 76°25'52" WEST 53.66 FEET; THENCE SOUTH 87°14'17" WEST 541.85 FEET; THENCE SOUTH 45°49'27" WEST 472.75 FEET; THENCE NORTH 59°34'50" WEST 644.62 FEET; THENCE NORTHEASTERLY 74.79 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°34'07", (CHORD BEARS NORTH 52°04'29" EAST 74.02 FEET); THENCE NORTH 19°49'07" WEST 50.33 FEET; THENCE NORTH 70°10'53" EAST 10.00 FEET; THENCE NORTHEASTERLY 20.75 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°16'40", (CHORD BEARS NORTH 30°32'33" EAST 19.14 FEET); THENCE NORTH 09°05'47" WEST 10.00 FEET; THENCE NORTH 80°54'13" EAST 50.00 FEET; THENCE NORTH 09°05'47" WEST 35.36 FEET; THENCE NORTHERLY 40.06 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°20'48", (CHORD BEARS NORTH 04°55'23" WEST 40.03 FEET); THENCE NORTH 00°44'59" WEST 52.91 FEET; THENCE NORTHERLY 49.25 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°41'00", (CHORD BEARS NORTH 05°05'29" WEST

49.21 FEET); THENCE NORTH 09°25'59" WEST 92.67 FEET; THENCE NORTHERLY 26.46 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°53'14" (CHORD BEARS NORTH 10°52'36" WEST 26.45 FEET); THENCE NORTH 12°19'13" WEST 90.53 FEET; THENCE NORTHERLY 39.26 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°59'48", (CHORD BEARS NORTH 07°19'19" WEST 39.21 FEET); THENCE NORTH 02°19'25" WEST 89.05 FEET; THENCE NORTHERLY 20.74 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°19'14", (CHORD BEARS NORTH 04°29'03" WEST 20.73 FEET); THENCE NORTH 67°38'05" EAST 550.88 FEET; THENCE SOUTH 60°39'17" EAST 54.21 FEET; THENCE NORTH 75°19'21" EAST 188.56 FEET; THENCE NORTH 80°18'11" EAST 200.39 FEET; THENCE NORTH 52°20'02" EAST 199.48 FEET; THENCE NORTH 62°39'25" EAST 280.57 FEET; THENCE NORTH 50°02'57" EAST 175.51 FEET; THENCE NORTH 36°23'22" EAST 141.11 FEET; THENCE NORTH 56°46'47" EAST 91.41 FEET; THENCE NORTH 56°30'48" EAST 375.50 FEET; THENCE SOUTHEASTERLY 65.21 FEET ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°57'47", (CHORD BEARS SOUTH 31°05'26" EAST 65.13 FEET); THENCE SOUTH 36°04'19" EAST 52.05 FEET; THENCE SOUTHEASTERLY 55.52 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°47'16", (CHORD BEARS SOUTH 31°10'41" EAST 55.45 FEET); THENCE SOUTH 26°17'03" EAST 77.28 FEET; THENCE SOUTHEASTERLY 200.77 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°49'49", (CHORD BEARS SOUTH 47°11'58" EAST 196.34 FEET); THENCE SOUTH 68°06'52" EAST 111.83 FEET; THENCE SOUTHEASTERLY 150.97 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°26'37", (CHORD BEARS SOUTH 48°53'34" EAST 148.15 FEET); THENCE SOUTH 29°40'15" EAST 49.21 FEET; THENCE SOUTHEASTERLY 155.56 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32°24'42", (CHORD BEARS SOUTH 45°52'36" EAST 153.50 FEET); THENCE SOUTH 62°04'57" EAST 63.55 FEET; THENCE SOUTHEASTERLY 81.28 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°41'53", (CHORD BEARS SOUTH 51°44'01" EAST 80.84 FEET); THENCE SOUTH 41°23'05" EAST 9.61 FEET; THENCE NORTH 48°36'55" EAST 50.00 FEET; THENCE SOUTH 41°23'05" EAST 10.00 FEET; THENCE EASTERLY 62.83 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 86°23'05" EAST 56.57 FEET); THENCE NORTH 48°36'55" EAST 160.72 FEET; THENCE NORTHEASTERLY 116.69 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°42'50", (CHORD BEARS NORTH 33°45'30" EAST 115.38 FEET); THENCE NORTH 18°54'05" EAST 53.66 FEET; THENCE NORTHEASTERLY 169.02 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°12'53", (CHORD BEARS NORTH 36°30'31" EAST 166.37 FEET); THENCE NORTH 54°06'58" EAST 56.72 FEET; THENCE NORTHEASTERLY 50.72 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°54'54", (CHORD BEARS NORTH 47°39'31" EAST 50.61 FEET); THENCE

NORTH 41°12'04" EAST 55.08 FEET; THENCE EASTERLY 382.68 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 79°43'54", (CHORD BEARS NORTH 81°04'01" EAST 352.55 FEET); THENCE SOUTH 59°04'01" EAST 159.86 FEET; THENCE EASTERLY 288.08 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 73°21'32", (CHORD BEARS NORTH 84°15'12" EAST 268.80 FEET); THENCE NORTH 47°34'26" EAST 44.12 FEET; THENCE NORTHEASTERLY 246.48 FEET ALONG THE ARC OF A 490.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°49'14", (CHORD BEARS NORTH 33°09'49" EAST 243.89 FEET); THENCE NORTHEASTERLY 142.65 FEET ALONG THE ARC OF A 285.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°40'41", (CHORD BEARS NORTH 33°05'33" EAST 141.17 FEET); THENCE NORTH 47°25'54" EAST 138.82 FEET; THENCE NORTHEASTERLY 106.47 FEET ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°34'20", (CHORD BEARS NORTH 25°38'44" EAST 103.92 FEET); THENCE NORTHERLY 25.74 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 6°33'16", (CHORD BEARS NORTH 00°34'55" EAST 25.73 FEET); THENCE NORTH 02°41'43" WEST 73.39 FEET; THENCE NORTHEASTERLY 112.94 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°13'32", (CHORD BEARS NORTH 04°55'03" EAST 112.61 FEET); THENCE NORTH 12°31'49" EAST 131.38 FEET; THENCE NORTHERLY 120.76 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°34'01", (CHORD BEARS NORTH 05°14'48" EAST 120.44 FEET); THENCE NORTH 02°02'12" WEST 196.00 FEET; THENCE NORTHEASTERLY 360.10 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°17'59", (CHORD BEARS NORTH 17°36'48" EAST 353.09 FEET); THENCE NORTH 37°15'47" EAST 150.73 FEET; THENCE NORTHEASTERLY 170.97 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°37'18", (CHORD BEARS NORTH 55°04'26" EAST 168.23 FEET); THENCE NORTH 72°53'05" EAST 109.32 FEET; THENCE NORTHEASTERLY 57.33 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°35'54", (CHORD BEARS NORTH 65°35'08" EAST 57.17 FEET); THENCE NORTH 58°17'11" EAST 105.35 FEET; THENCE NORTHEASTERLY 356.93 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°21'57", (CHORD BEARS NORTH 21°06'13" EAST 332.40 FEET); THENCE NORTH 16°04'46" WEST 167.76 FEET; THENCE NORTHEASTERLY 309.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 64°35'02", (CHORD BEARS NORTH 16°12'45" EAST 293.83 FEET); THENCE NORTH 48°30'16" EAST 86.18 FEET; THENCE NORTHEASTERLY 95.77 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°53'01", (CHORD BEARS NORTH 56°56'47" EAST 95.42 FEET); THENCE NORTHEASTERLY 28.80 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°30'19", (CHORD BEARS NORTH 24°08'08" EAST 26.38 FEET); THENCE NORTH 17°07'02" WEST 7.95 FEET; THENCE NORTHWESTERLY 19.78 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°03'56", (CHORD BEARS

NORTH 21°38'59" WEST 19.76 FEET); THENCE NORTH 68°24'22" EAST 50.11 FEET; THENCE SOUTHEASTERLY 10.01 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°16'33", (CHORD BEARS SOUTH 23°13'55" EAST 10.00 FEET); THENCE SOUTHEASTERLY 64.66 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°05'35", (CHORD BEARS SOUTH 58°38'26" EAST 60.25 FEET); THENCE SOUTHEASTERLY 280.08 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°22'37", (CHORD BEARS SOUTH 70°59'55" EAST 271.49 FEET); THENCE SOUTH 46°18'37" EAST 41.49 FEET; THENCE NORTH 00°27'25" EAST 1357.26 FEET TO THE NORTH LINE OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE, ALONG SAID NORTH LINE OF SECTION 1, SOUTH 89°40'39" EAST 808.50 FEET; THENCE SOUTH 00°27'25" WEST 5412.38 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE, ALONG SAID SOUTH LINE OF SECTION 1, NORTH 89°45'46" WEST 1617.00 FEET TO THE POINT OF BEGINNING.

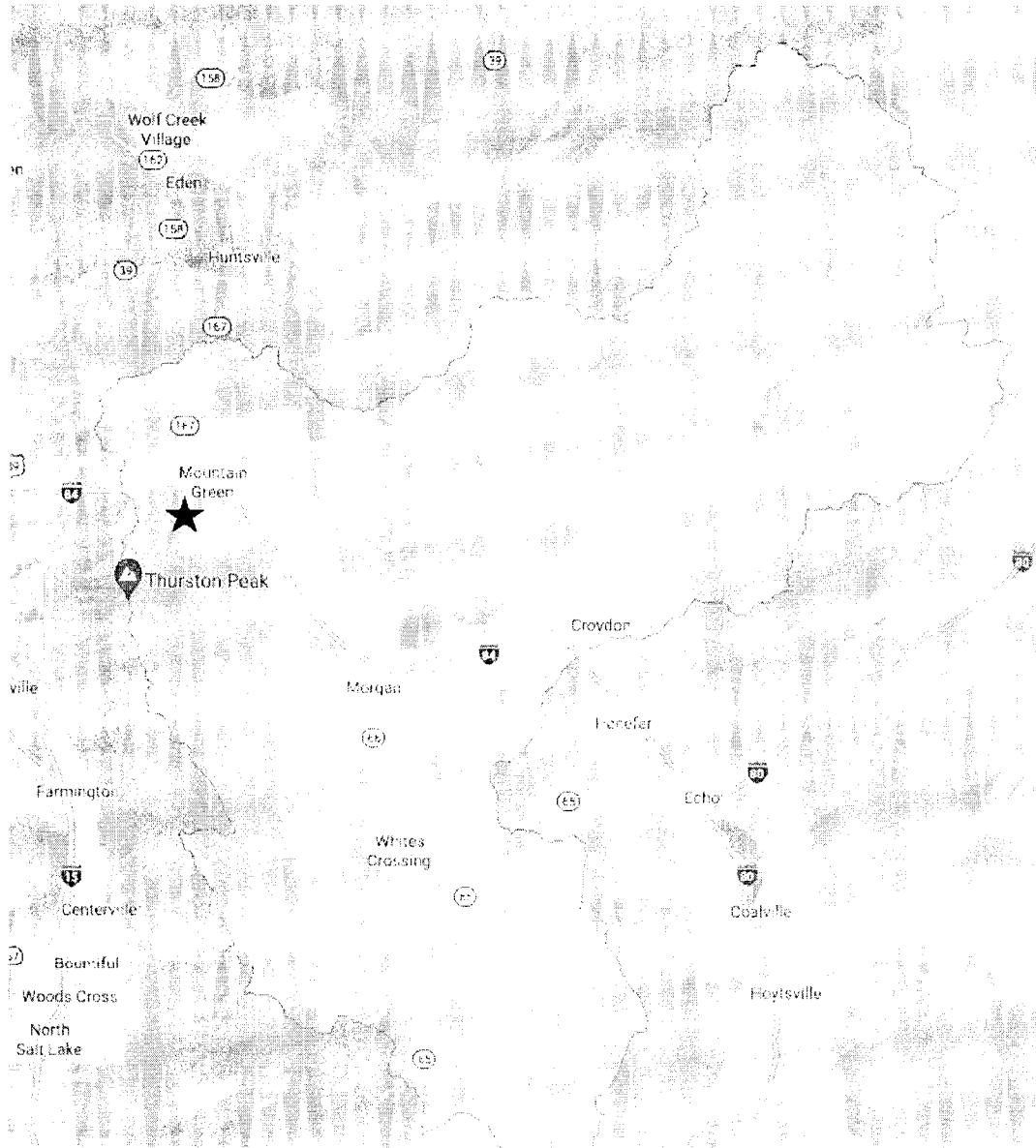
*LESS AND EXCEPTING LOTS C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20, D13, D14, D15, E1, E2, E3, E4, E5, E6, E7, E8, E9, E10, E11, E12, E13, E14, E15, E16, E17 & E18 OF SAID WASATCH PEAKS RANCH PLAT 1.*

**Annexation Area Boundaries**

All of the property depicted in Exhibit C, Annexation Area Map. The Annexation Area includes, but is not limited to, the entirety of the Initial District Boundaries (described above) and LOTS C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20, D13, D14, D15, E1, E2, E3, E4, E5, E6, E7, E8, E9, E10, E11, E12, E13, E14, E15, E16, E17 & E18 OF SAID WASATCH PEAKS RANCH PLAT 1.

### EXHIBIT B

### Morgan County Vicinity Map

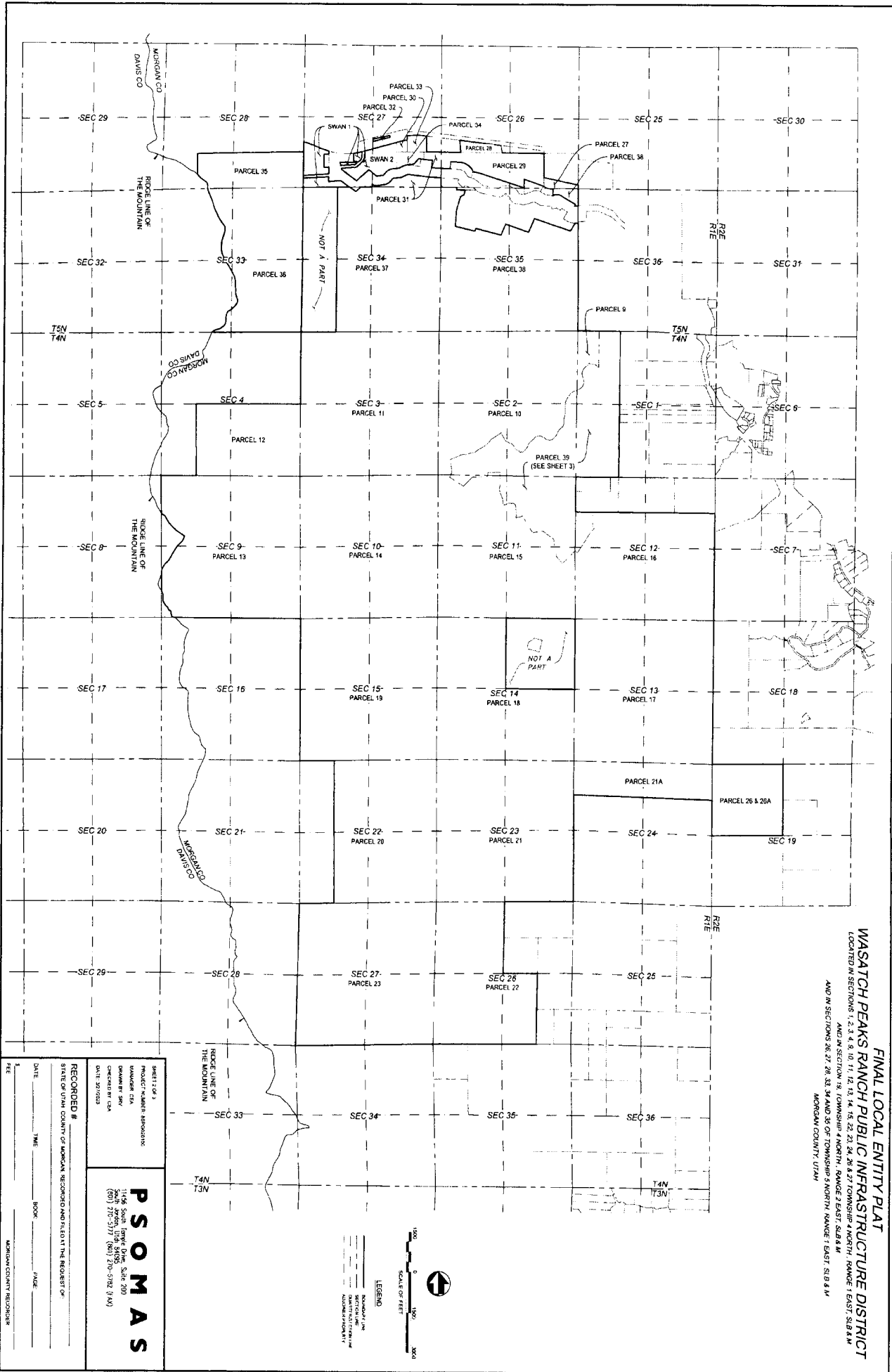


**EXHIBIT C**

**Initial District Boundaries Map**







**FINAL LOCAL ENTITY PLAT**  
**WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT**  
 LOCATED IN SECTIONS 1, 2, 3, 4, 5, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36  
 AND IN SECTIONS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 OF TOWNSHIP 4 NORTH, RANGE 2 EAST, SUB 8 R 2M  
 AND IN SECTIONS 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 OF TOWNSHIP 5 NORTH, RANGE 1 EAST, SUB 8 R 1M  
 MORGAN COUNTY, UTAH

SHEET 1 OF 3  
 PROJECT NUMBER: RES0000000000  
 PLANNING AREA: 1146 South Empire Drive, Suite 200  
 GRANBY, UT 84049  
 CHECKED BY: CWA  
 DATE: 07/20/23

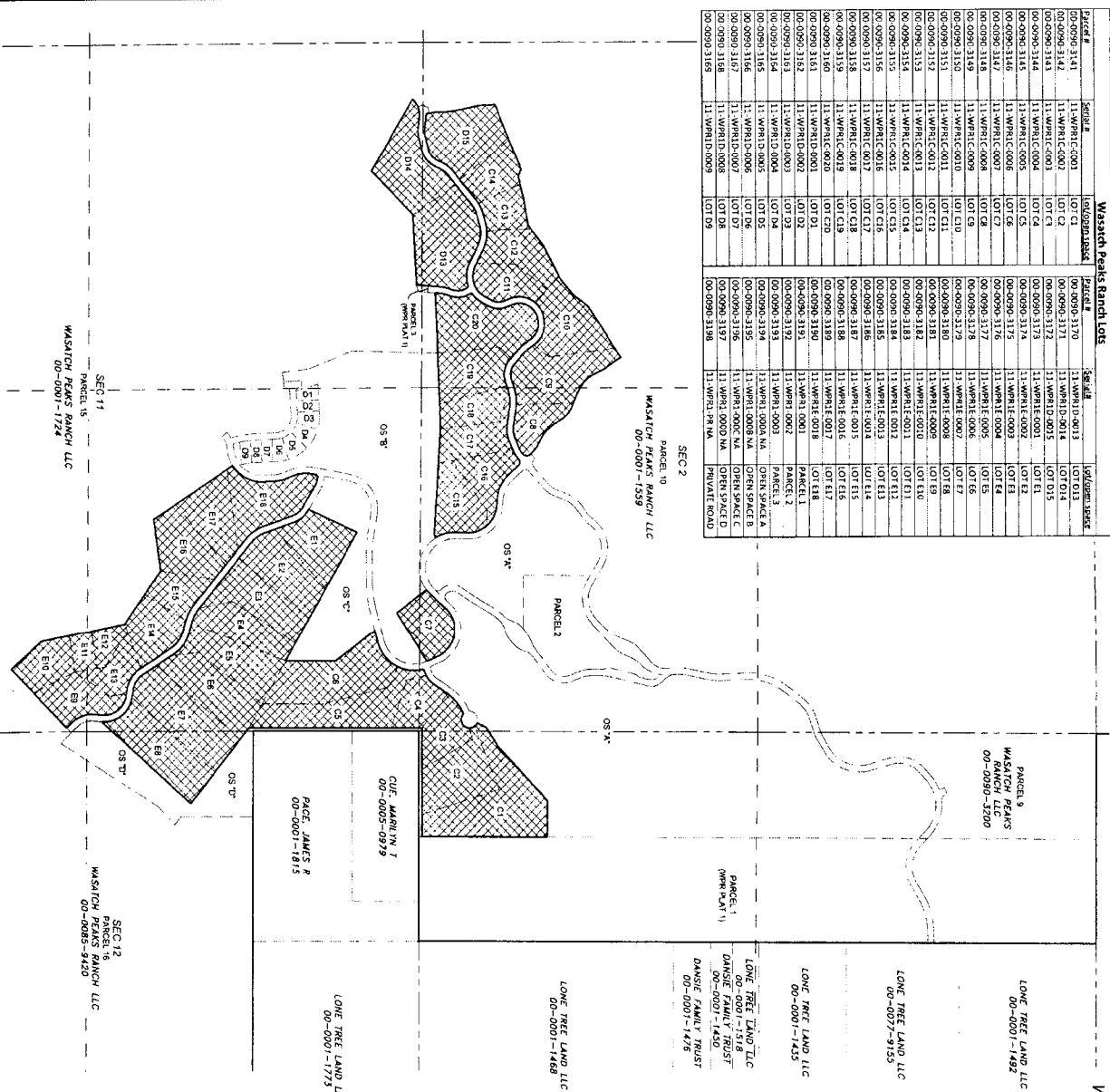
**PSOMAS**

RECORDED # \_\_\_\_\_  
 STATE OF UTAH COUNTY OF MORGAN RESIGNED AND ACCEPTED THE REQUEST OF \_\_\_\_\_  
 DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ BOOK: \_\_\_\_\_ PAGE: \_\_\_\_\_  
 FILE: \_\_\_\_\_ MORGAN COUNTY RECORDER

**FINAL LOCAL ENTITY PLAT**  
**WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT**

LOCATED IN SECTIONS 12, 3, 4, 8, 10, 11, 12, 13, 14, 15, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34 AND 35 OF TOWNSHIP 4 NORTH, RANGE 1 EAST, S.B. 4 M AND IN SECTIONS 26, 27, 28, 29, 30 AND 31 OF TOWNSHIP 5 NORTH, RANGE 1 EAST, S.B. 4 M  
 MORGAN COUNTY, UTAH

Parcel #	Section	Subsection	Parcel #	Section	Subsection
00-0090-3141	11-WPRLC-0001	LOT C1	00-0090-3170	11-WPRLD-0013	LOT D13
00-0090-3142	11-WPRLC-0002	LOT C2	00-0090-3171	11-WPRLD-0014	LOT D14
00-0090-3143	11-WPRLC-0003	LOT C3	00-0090-3172	11-WPRLD-0015	LOT D15
00-0090-3144	11-WPRLC-0004	LOT C4	00-0090-3173	11-WPRLD-0016	LOT D16
00-0090-3145	11-WPRLC-0005	LOT C5	00-0090-3174	11-WPRLD-0017	LOT D17
00-0090-3146	11-WPRLC-0006	LOT C6	00-0090-3175	11-WPRLD-0018	LOT D18
00-0090-3147	11-WPRLC-0007	LOT C7	00-0090-3176	11-WPRLD-0019	LOT D19
00-0090-3148	11-WPRLC-0008	LOT C8	00-0090-3177	11-WPRLD-0020	LOT D20
00-0090-3149	11-WPRLC-0009	LOT C9	00-0090-3178	11-WPRLD-0021	LOT D21
00-0090-3150	11-WPRLC-0010	LOT C10	00-0090-3179	11-WPRLD-0022	LOT D22
00-0090-3151	11-WPRLC-0011	LOT C11	00-0090-3180	11-WPRLD-0023	LOT D23
00-0090-3152	11-WPRLC-0012	LOT C12	00-0090-3181	11-WPRLD-0024	LOT D24
00-0090-3153	11-WPRLC-0013	LOT C13	00-0090-3182	11-WPRLD-0025	LOT D25
00-0090-3154	11-WPRLC-0014	LOT C14	00-0090-3183	11-WPRLD-0026	LOT D26
00-0090-3155	11-WPRLC-0015	LOT C15	00-0090-3184	11-WPRLD-0027	LOT D27
00-0090-3156	11-WPRLC-0016	LOT C16	00-0090-3185	11-WPRLD-0028	LOT D28
00-0090-3157	11-WPRLC-0017	LOT C17	00-0090-3186	11-WPRLD-0029	LOT D29
00-0090-3158	11-WPRLC-0018	LOT C18	00-0090-3187	11-WPRLD-0030	LOT D30
00-0090-3159	11-WPRLC-0019	LOT C19	00-0090-3188	11-WPRLD-0031	LOT D31
00-0090-3160	11-WPRLC-0020	LOT C20	00-0090-3189	11-WPRLD-0032	LOT D32
00-0090-3161	11-WPRLC-0021	LOT C21	00-0090-3190	11-WPRLD-0033	LOT D33
00-0090-3162	11-WPRLC-0022	LOT C22	00-0090-3191	11-WPRLD-0034	LOT D34
00-0090-3163	11-WPRLC-0023	LOT C23	00-0090-3192	11-WPRLD-0035	LOT D35
00-0090-3164	11-WPRLC-0024	LOT C24	00-0090-3193	11-WPRLD-0036	LOT D36
00-0090-3165	11-WPRLC-0025	LOT C25	00-0090-3194	11-WPRLD-0037	LOT D37
00-0090-3166	11-WPRLC-0026	LOT C26	00-0090-3195	11-WPRLD-0038	LOT D38
00-0090-3167	11-WPRLC-0027	LOT C27	00-0090-3196	11-WPRLD-0039	LOT D39
00-0090-3168	11-WPRLC-0028	LOT C28	00-0090-3197	11-WPRLD-0040	LOT D40
00-0090-3169	11-WPRLC-0029	LOT C29	00-0090-3198	11-WPRLD-0041	LOT D41
00-0090-3170	11-WPRLC-0030	LOT C30			



**PARCEL 39:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT, SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, S.B. 4 M. THE NORTHEAST QUARTER AND SOUTHWEST QUARTERS OF SECTION 12, THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 13, THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 14, AND THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 15. THE NORTHEAST QUARTER AND SOUTHWEST QUARTERS OF SECTION 12, THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 13, THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 14, AND THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 15. THE NORTHEAST QUARTER AND SOUTHWEST QUARTERS OF SECTION 12, THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 13, THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 14, AND THE NORTHWEST QUARTER AND SOUTHWEST QUARTERS OF SECTION 15.

**PARCEL 1:**  
 DANISE FAMILY TRUST  
 00-0001-1497

**PARCEL 2:**  
 DAWESIE FAMILY TRUST  
 00-0001-1498

**PARCEL 3:**  
 LONG TREE LAND LLC  
 00-0001-1492

**PARCEL 4:**  
 LONG TREE LAND LLC  
 00-0001-1493

**PARCEL 5:**  
 LONG TREE LAND LLC  
 00-0001-1494

**PARCEL 6:**  
 LONG TREE LAND LLC  
 00-0001-1495

**PARCEL 7:**  
 LONG TREE LAND LLC  
 00-0001-1496

**PARCEL 8:**  
 LONG TREE LAND LLC  
 00-0001-1497

**PARCEL 9:**  
 LONG TREE LAND LLC  
 00-0001-1498

**PARCEL 10:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1539

**PARCEL 11:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 12:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 13:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 14:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 15:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 16:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 17:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 18:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 19:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 20:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 21:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 22:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 23:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
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**PARCEL 24:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
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**PARCEL 25:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 26:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 27:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 28:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 29:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 30:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 31:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 32:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 33:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 34:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**PARCEL 35:**  
 WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT  
 00-0001-1773

**LEGEND**

--- PROPERTY LINE  
 --- SECTION LINE  
 --- ADJACENT INTEREST

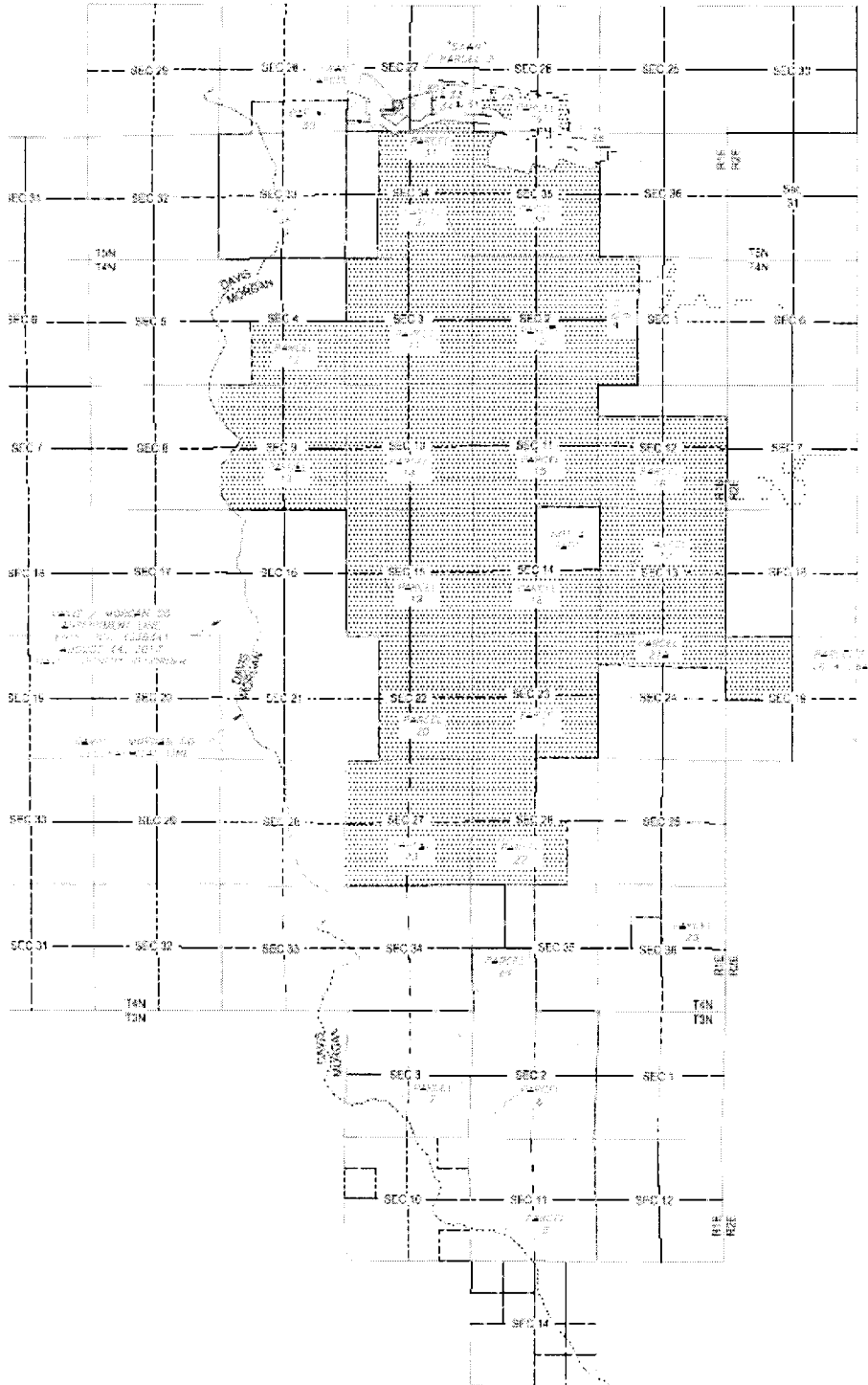
**RECORDED #**  
 STATE OF UTAH COUNTY OF MORGAN RECORDED AND INDEXED IN THE REQUEST OF

**DATE** \_\_\_\_\_ **TIME** \_\_\_\_\_ **BOOK** \_\_\_\_\_ **PAGE** \_\_\_\_\_

**WASATCH PEAKS RANCHED PUBLIC INFRASTRUCTURE DISTRICT**

**PSOMAS**  
 11495 South Temple Drive, Suite 200  
 Salt Lake City, Utah 84143  
 (801) 706-5177 (801) 706-5192 (fax)

### Annexation Area Map



**EXHIBIT D**

**Interlocal Agreement between the District and Morgan County**

**INTERLOCAL AGREEMENT BETWEEN**  
**THE MORGAN COUNTY, UTAH**  
**AND**  
**WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT**

THIS AGREEMENT is made and entered into as of this 21<sup>st</sup> day of February, 2023, by and between the MORGAN COUNTY, a political subdivision of the State of Utah (“County”), and WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT, a political subdivision of the State of Utah (the “District”). The County and the District are collectively referred to as the Parties.

**RECITALS**

WHEREAS, the District was organized to provide to exercise powers as are more specifically set forth in the District’s Governing Document approved by the County on February 21, 2023 (“Governing Document”); and

WHEREAS, the Governing Document makes reference to the execution of an Interlocal Agreement between the County and the District; and

WHEREAS, the County and the District have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Interlocal Agreement (“Agreement”).

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

**COVENANTS AND AGREEMENTS**

1. Operations and Maintenance. The District shall dedicate the Public Improvements (as defined in the Governing Document) to the County or other appropriate jurisdiction in a manner consistent with the Approved Development Plan and other rules and regulations of the County and applicable provisions of the County Code. The District shall be authorized, but not obligated, to own Public Improvements not otherwise required to be dedicated to the County or other public entity, and all necessary equipment and appurtenances incident thereto.

All parks and trails owned by the District shall be open to the general public and Non-District County residents, subject to the rules and regulations of the District as adopted from time to time. Trails which are interconnected with a County or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

2. Reserved.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the County and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the County's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the County. By the Governing Document, the County has consented to the annexation or withdrawal of any area within the Annexation Area into or from the District Boundaries. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the County except upon petition of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code.

6. Overlap Limitation. Without the written consent of the County, the District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt. On or before the effective date of approval by the County of an Approved Development Plan (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

8. Total Debt Issuance. The District shall not issue Debt in excess of Two Hundred Million Dollars (\$200,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. For any capital appreciation Debt issued by the District, only the par amount of such Debt at issuance (and not the value at conversion) of such Debt shall count against this amount.

9. Bankruptcy. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term have been established under the authority of the County to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under applicable nonbankruptcy law" as required for confirmation of a Chapter 9 Bankruptcy Plan under Bankruptcy Code Section 943(b)(6).

Any Debt, issued with a pledge or which results in a pledge, that exceeds the Maximum Debt Mill Levy and the Maximum Debt Mill Levy Imposition Term, shall be deemed a material modification of this Governing Document and shall not be an authorized issuance of Debt unless and until such material modification has been approved by the County as part of a Governing Document Amendment.

10. Dissolution. Upon an independent determination of the County Commission that the purposes for which the District was created have been accomplished, the District agrees to file petitions in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

11. Disclosure to Purchasers. Within thirty (30) days of the Office of the Lieutenant Governor of the State of Utah issuing a certificate of creation for the District, the Board shall record a notice with the recorder of Morgan County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the County, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filed with the County.

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:



“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,000** for the duration of the District’s Bonds.”

(3) Such disclosures shall be contained on a separate colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the County shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

13. Annual Report. The District shall be responsible for submitting an annual report to the County Manager’s Office no later than 210 days after the close of the District’s fiscal year, commencing fiscal year 2023, containing the information set forth in Section VIII of the Governing Document.

14. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

15. Maximum Debt Mill Levy.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.010 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8). Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the year of the first imposition of a mill levy with respect to such bond (the “Maximum Debt Mill Levy Imposition Term”).

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Wasatch Peaks Ranch Public Infrastructure  
District  
136 E South Temple, Suite 2425  
Salt Lake City, UT 84111  
Attn: Ed Schultz  
legal@WPRDevCo.com  
(720) 495-3889

To the County: Morgan County  
P.O. Box 886  
Morgan, UT 84050  
Attn: Director Planning and Development  
Phone: (801) 829-6811

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

18. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Governing Document.

19. Assignment. Neither Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

20. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

21. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

22. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

23. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

24. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

25. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the County any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the County shall be for the sole and exclusive benefit of the District and the County.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

[SIGNATURE PAGE TO INTERLOCAL AGREEMENT]

WASATCH PEAKS RANCH PUBLIC  
INFRASTRUCTURE DISTRICT

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

APPROVED AS TO FORM: \_\_\_\_\_

Morgan County, UTAH

By: *Michelle*  
Morgan County, Chair  
Commission

Attest:

By: *Sessie A Hyde*  
Its: Morgan county clerk/auditor

APPROVED AS TO FORM: *Garrett J. Smith*

**FINAL LOCAL ENTITY PLAT**

**WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT**

**BOUNDARY DESCRIPTION:**

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

**PARCEL 9: Tax Parcel No. 00-0090-3200**

BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE, ALONG THE NORTH LINE OF SAID SECTION 1, SOUTH 89°40'39" EAST 808.50 FEET; THENCE SOUTH 00°27'25" WEST 1357.26 FEET; THENCE NORTH 46°18'37" WEST 41.49 FEET; THENCE NORTHWESTERLY 280.08 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 49°22'37", CHORD BEARS NORTH 70°59'55" WEST 271.49 FEET; THENCE NORTHWESTERLY 64.66 FEET ALONG THE ARC OF A 50.00 FOOT REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 74°05'35", CHORD BEARS NORTH 58°38'26" WEST 60.25 FEET; THENCE NORTHWESTERLY 10.01 FEET ALONG THE ARC OF A 175.00 FOOT REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°16'33", CHORD BEARS NORTH 23°13'55" WEST 10.00 FEET; THENCE SOUTH 68°24'22" WEST 50.11 FEET; THENCE SOUTHEASTERLY 19.78 FEET ALONG THE ARC OF A 125.00 NON-TANGENT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE 9°03'56", CHORD BEARS SOUTH 21°38'59" EAST 19.76 FEET; THENCE SOUTH 17°07'02" EAST 7.95 FEET; THENCE SOUTHWESTERLY 28.80 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 82°30'19", CHORD BEARS SOUTH 24°08'08" WEST 26.38 FEET; THENCE SOUTHWESTERLY 95.77 FEET ALONG THE ARC OF A 325.00 FOOT REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 16°53'01", CHORD BEARS SOUTH 56°56'47" WEST 95.42 FEET; THENCE SOUTH 48°30'16" WEST 86.18 FEET; THENCE SOUTHERLY 309.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°35'02", CHORD BEARS SOUTH 16°12'45" WEST 293.83 FEET; THENCE SOUTH 16°04'46" EAST 167.76 FEET; THENCE SOUTHERLY 356.93 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 74°21'57", CHORD BEARS SOUTH 21°06'13" WEST 332.40 FEET; THENCE SOUTH 58°17'11" WEST 105.35 FEET; THENCE SOUTHWESTERLY 40.33 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°16'14", CHORD BEARS SOUTH 63°25'18" WEST 40.28 FEET TO THE WEST LINE OF SAID SECTION 1; THENCE, ALONG SAID WEST LINE NORTH 00°27'24" EAST 2208.70 FEET TO THE POINT OF BEGINNING.

**PARCEL 10: Tax Parcel No. 00-0090-3205**

ALL OF SECTION 2.

LESS AND EXCEPTING ANY PORTION WITHIN THE BOUNDARY OF WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER.

**PARCEL 11: Tax Parcel No. 00-0001-1583**

ALL OF SECTION 3.

**PARCEL 12:** *Tax Parcel No. 00-0001-1617*

THE EAST HALF OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 4.

**PARCEL 13:** *Tax Parcel No. 00-0001-1666*

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:** *Tax Parcel No. 00-0001-1690*

ALL OF SECTION 10.

**PARCEL 15:** *Tax Parcel No. 00-0090-3208*

ALL OF SECTION 11.

*LESS AND EXCEPTING ANY PORTION WITHIN THE BOUNDARY OF WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER.*

**PARCEL 16:** *Tax Parcel No. 00-0090-3217*

THE SOUTH HALF AND THE SOUTH HALF OF THE NORTH HALF OF SECTION 12.

*LESS AND EXCEPTING ANY PORTION WITHIN THE BOUNDARY OF WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER.*

**PARCEL 17:** *Tax Parcel No. 00-0001-1849*

ALL OF SECTION 13.

**PARCEL 18:** *Tax Parcel No. 00-0001-1872*

THE WEST HALF AND THE SOUTHEAST QUARTER OF SECTION 14.

**PARCEL 19:** *Tax Parcel No. 00-0001-1922*

ALL OF SECTION 15.

**PARCEL 20:** *Tax Parcel No. 00-0001-1963*

THE EAST HALF AND THE EAST HALF OF THE WEST HALF OF SECTION 22.

**PARCEL 21:** Tax Parcel No. 00-0001-2003

ALL OF SECTION 23.

**PARCEL 21A:** Tax Parcel No. 00-0001-2045

THE NORTH HALF OF THE NORTH HALF OF SECTION 24.

**PARCEL 22:** Tax Parcel No. 00-0001-2276

THE WEST HALF AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 26.

**PARCEL 23:** Tax Parcel No. 00-0001-2292

ALL OF SECTION 27.

**(TOWNSHIP 4 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN)**

**PARCEL 26:** Tax Parcel No. 00-0001-6517

THE NORTHWEST QUARTER OF SECTION 19.

**EXCEPTING** THEREFROM THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE 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:** Tax Parcel No. 00-0085-9593

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:** Tax Parcel No. 00-0002-6185

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:** Tax Parcel No. 00-0002-6177

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 05°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 09°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: Tax Parcel No. 00-0002-6227**

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: Tax Parcel No. 00-0002-6292**

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 RAILROAD 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: Tax Parcel No. 00-0002-6334**

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: Tax Parcel No. 00-0002-6359**

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: Tax Parcel No. 00-0002-6375**

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: Tax Parcel No. 00-0002-6391**

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, 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: Tax Parcel No. 00-0002-6623**

THE SOUTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28.

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

**PARCEL 36: Tax Parcel No. 00-0002-6680**

ALL OF SECTION 33.

LESS AND EXCEPTING ANY AREA WITHIN DAVIS COUNTY

**PARCEL 37: Tax Parcel No. 00-0002-6722**

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 OF SECTION 34, TOWNSHIP 5 NORTH, RANGE 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 417.4 FEET, AND RUNNING THENCE SOUTH 49°16' WEST 283.7 FEET; THENCE NORTH 53°51' WEST 297.5 FEET TO THE NORTH LINE OF SAID SECTION 34; THENCE NORTH 88°48' EAST, ALONG THE NORTH LINE OF SAID SECTION 34, 455.3 FEET TO THE POINT OF BEGINNING.

**PARCEL 38: Tax Parcel No. 00-0089-8784 & 00-0089-8865**

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

**SWAN PARCEL 1: Tax Parcel No. 00-0002-6490**

THE SOUTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND ALL OF THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, OWNED BY GRANTOR AND SITUATE SOUTH OF THE UNION PACIFIC RAILROAD COMPANY'S RIGHT-OF-WAY.

EXCEPTING THEREFROM THE PROPERTY HERETOFORE CONVEYED BY THE GRANTOR BY A WARRANTY DEED, DATED MAY 12, 1955, FROM SWAN LAND AND LIVESTOCK COMPANY TO THE WEBER BASIN WATER CONSERVANCY DISTRICT, RECORDED ON JUNE 7, 1955, IN THE OFFICE OF THE MORGAN COUNTY RECORDER IN BOOK Q, AT PAGE 409, AS INSTRUMENT NO. 27442.

ALSO, EXCEPTING THE FOLLOWING: BOOK S PAGE 376, A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST OF THE SALT LAKE BASE AND MERIDIAN. TRUE MERIDIAN IS USED AS BASE BEARING. BEGINNING AT A POINT ON WHICH BEARS NORTH 984.7 FEET AND WEST 312.0 FEET FROM THE SOUTH QUARTER SECTION CORNER OF THE SAID SECTION 27 (SAID QUARTER SECTION CORNER IS MARKED BY A METAL HUB PLACED BY THE OLD QUARTER SECTION CORNER STONE BY THE U.S. BUREAU OF LAND MANAGEMENT IN THE 1952 RESURVEY), AND RUNNING THENCE SOUTH 16°19' EAST 40.0 FEET; THENCE SOUTH 73°41' WEST 60.0 FEET; THENCE NORTH 16°19' WEST 40.0 FEET TO THE RIGHT OF WAY LINE OF THE SAID MOUNTAIN FUEL SUPPLY COMPANY; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 73°41' EAST 60.0 FEET TO THE POINT OF BEGINNING.

ALSO, SUBJECT TO THE FOLLOWING DESCRIBED RIGHT-OF-WAY: A STRIP OF LAND TWO RODS WIDE IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, THE CENTER LINE OF WHICH BEGINS AT A POINT WHERE THE SOUTH RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD COMPANY INTERSECTS WITH THE CENTER LINE OF A BRIDGE CONSTRUCTED OVER THE WEBER RIVER AS PART OF THE GATEWAY CANAL PROJECT WHICH POINT IS APPROXIMATELY 310 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27 AND RUNNING SOUTH 4°22' WEST ACROSS THE SAID BRIDGE AS PRESENTLY CONSTRUCTED 240 FEET MORE OR LESS TO THE SOUTH SIDE OF THE PIONEER PIPELINE COMPANY'S PIPELINE, THENCE EASTERLY ALONG THE SOUTH SIDE OF AND ADJACENT TO SAID PIPELINE 340 FEET MORE OR LESS TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27.

ALSO, EXCEPTING THE FOLLOWING: (01-005-065-NA, BOOK M4, PAGE 401) A TRACT OF LAND IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF A TRACT UNDER CONTRACT TO THE UNITED STATES AS RECORDED JULY 16, 1954, AS ENTRY NO. 26724 IN BOOK MISC. NO. 3, PAGE 475, FROM WHICH POINT THE SOUTH QUARTER CORNER OF SAID SECTION 27 BEARS SOUTH 54°12' EAST 2069.6 FEET AND RUNNING THENCE SOUTH ALONG THE BOUNDARY OF SAID TRACT UNDER CONTRACT TO UNITED

STATES 492.7 FEET; THENCE WEST 175.0 FEET; THENCE NORTH 492.7 FEET; THENCE EAST 175.0 FEET TO POINT OF BEGINNING.

**SWAN PARCEL 2: Tax Parcel No. 00-0002-6417**

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 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 THE REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 400.0 FEET; THENCE NORTH 83°17' EAST 149.9 FEET TO THE GATEWAY CANAL RIGHT-OF-WAY STATION 420+07.04 ON SAID NORTH RIGHT-OF-WAY LINE; THENCE NORTH 979.6 FEET MORE OR LESS TO SOUTH RIGHT-OF-WAY LINE OF UNION PACIFIC RAILROAD CO; THENCE ALONG SAID RAILROAD RIGHT-OF-WAY LINE SOUTH 74°40' WEST 964.2 FEET, MORE OF LESS, TO THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 27; THENCE SOUTH 890.5 FEET TO THE POINT OF BEGINNING.

*PARCEL 39: Tax Parcel No(s). 00-0090-3161, 00-0090-3162, 00-0090-3163, 00-0090-3164, 00-0090-3165, 00-0090-3166, 00-0090-3167, 00-0090-3168, 00-0090-3169, 00-0090-3191, 00-0090-3192, 00-0090-3193, 00-0090-3193, 00-0090-3194, 00-0090-3195, 00-0090-3196, 00-0090-3197 & 00-0090-3198.*

WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO. 160852 IN BOOK 391 AT PAGES 382-401 IN THE OFFICE OF THE MORGAN COUNTRY RECORDER, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING AND SITUATED IN THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 1, THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTER OF SECTION 2, THE NORTHWEST, NORTHEAST AND SOUTHEAST QUARTER OF SECTION 11 AND THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTHWEST CORNER BEING A 3" ALUMINUM CAP MONUMENT SET BY THE MORGAN COUNTY SURVEYOR IN 2021 AND RUNNING THENCE, ALONG THE WEST LINE OF SAID SECTION 12, SOUTH 00°11'58" WEST 1320.00 FEET; THENCE SOUTH 89°41'38" EAST 654.08 FEET; THENCE SOUTH 00°18'22" WEST 566.17 FEET; THENCE SOUTH 51°33'39" EAST 82.06 FEET; THENCE SOUTH 47°06'38" WEST 196.85 FEET; THENCE SOUTH 31°52'23" WEST 463.88 FEET; THENCE SOUTH 32°23'59" WEST 448.41 FEET; THENCE NORTH 45°02'32" WEST 117.01 FEET; THENCE SOUTH 45°26'50" WEST 683.28 FEET; THENCE NORTH 41°22'18" WEST 327.01 FEET; THENCE NORTH 11°08'04" WEST 673.67 FEET; THENCE NORTH 54°52'43" WEST 504.84 FEET; THENCE SOUTH 82°18'36" WEST 398.90 FEET; THENCE NORTH 33°23'44" WEST 748.43 FEET; THENCE WESTERLY 113.24 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 23°35'35", (CHORD BEARS SOUTH 69°11'42" WEST 112.44 FEET); THENCE SOUTH 80°59'30" WEST 53.69 FEET; THENCE SOUTHWESTERLY 76.91 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°15'06", (CHORD BEARS SOUTH 63°21'57" WEST 75.70 FEET); THENCE NORTH 44°15'36" WEST 50.00 FEET; THENCE NORTHEASTERLY 45.04 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°44'50", (CHORD BEARS NORTH 53°06'49" EAST 44.92 FEET); THENCE

NORTHERLY 20.26 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°24'15", (CHORD BEARS NORTH 21°47'06" EAST 18.76 FEET); THENCE NORTHERLY 152.93 FEET ALONG THE ARC OF A 625.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°01'12", (CHORD BEARS NORTH 09°54'26" WEST 152.55 FEET); THENCE NORTH 02°53'50" WEST 201.30 FEET; THENCE NORTHWESTERLY 196.35 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS NORTH 47°53'50" WEST 176.78 FEET); THENCE SOUTH 87°06'10" WEST 194.34 FEET; THENCE SOUTHWESTERLY 39.27 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 42°06'10" WEST 35.36 FEET); THENCE SOUTH 02°53'50" EAST 20.00 FEET; THENCE SOUTH 87°06'10" WEST 50.00 FEET; THENCE SOUTH 82°25'38" WEST 72.43 FEET; THENCE NORTH 06°40'37" WEST 207.53 FEET; THENCE NORTH 21°43'02" WEST 374.14 FEET; THENCE NORTH 01°33'54" EAST 683.04 FEET; THENCE SOUTH 88°10'33" WEST 456.69 FEET; THENCE SOUTH 04°15'42" WEST 138.03 FEET; THENCE SOUTH 76°25'52" WEST 53.66 FEET; THENCE SOUTH 87°14'17" WEST 541.85 FEET; THENCE SOUTH 45°49'27" WEST 472.75 FEET; THENCE NORTH 59°34'50" WEST 644.62 FEET; THENCE NORTHEASTERLY 74.79 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°34'07", (CHORD BEARS NORTH 52°04'29" EAST 74.02 FEET); THENCE NORTH 19°49'07" WEST 50.33 FEET; THENCE NORTH 70°10'53" EAST 10.00 FEET; THENCE NORTHEASTERLY 20.75 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°16'40", (CHORD BEARS NORTH 30°32'33" EAST 19.14 FEET); THENCE NORTH 09°05'47" WEST 10.00 FEET; THENCE NORTH 80°54'13" EAST 50.00 FEET; THENCE NORTH 09°05'47" WEST 35.36 FEET; THENCE NORTHERLY 40.06 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°20'48", (CHORD BEARS NORTH 04°55'23" WEST 40.03 FEET); THENCE NORTH 00°44'59" WEST 52.91 FEET; THENCE NORTHERLY 49.25 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°41'00", (CHORD BEARS NORTH 05°05'29" WEST 49.21 FEET); THENCE NORTH 09°25'59" WEST 92.67 FEET; THENCE NORTHERLY 26.46 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 2°53'14" (CHORD BEARS NORTH 10°52'36" WEST 26.45 FEET); THENCE NORTH 12°19'13" WEST 90.53 FEET; THENCE NORTHERLY 39.26 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°59'48", (CHORD BEARS NORTH 07°19'19" WEST 39.21 FEET); THENCE NORTH 02°19'25" WEST 89.05 FEET; THENCE NORTHERLY 20.74 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°19'14", (CHORD BEARS NORTH 04°29'03" WEST 20.73 FEET); THENCE NORTH 67°38'05" EAST 550.88 FEET; THENCE SOUTH 60°39'17" EAST 54.21 FEET; THENCE NORTH 75°19'21" EAST 188.56 FEET; THENCE NORTH 80°18'11" EAST 200.39 FEET; THENCE NORTH 52°20'02" EAST 199.48 FEET; THENCE NORTH 62°39'25" EAST 280.57 FEET; THENCE NORTH 50°02'57" EAST 175.51 FEET; THENCE NORTH 36°23'22" EAST 141.11 FEET; THENCE NORTH 56°46'47" EAST 91.41 FEET; THENCE NORTH 56°30'48" EAST 375.50 FEET; THENCE SOUTHEASTERLY 65.21 FEET ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°57'47", (CHORD BEARS SOUTH 31°05'26" EAST 65.13 FEET); THENCE SOUTH 36°04'19" EAST 52.05 FEET; THENCE SOUTHEASTERLY 55.52 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°47'16", (CHORD BEARS SOUTH 31°10'41" EAST 55.45 FEET); THENCE SOUTH 26°17'03" EAST 77.28 FEET; THENCE SOUTHEASTERLY 200.77 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 41°49'49", (CHORD BEARS SOUTH 47°11'58" EAST 196.34 FEET); THENCE SOUTH 68°06'52" EAST 111.83 FEET; THENCE SOUTHEASTERLY 150.97 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 38°26'37", (CHORD BEARS SOUTH 48°53'34" EAST 148.15 FEET); THENCE SOUTH 29°40'15" EAST 49.21 FEET; THENCE SOUTHEASTERLY 155.56 FEET ALONG THE ARC OF A

275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 32°24'42", (CHORD BEARS SOUTH 45°52'36" EAST 153.50 FEET); THENCE SOUTH 62°04'57" EAST 63.55 FEET; THENCE SOUTHEASTERLY 81.28 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°41'53", (CHORD BEARS SOUTH 51°44'01" EAST 80.84 FEET); THENCE SOUTH 41°23'05" EAST 9.61 FEET; THENCE NORTH 48°36'55" EAST 50.00 FEET; THENCE SOUTH 41°23'05" EAST 10.00 FEET; THENCE EASTERLY 62.83 FEET ALONG THE ARC OF A 40.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS SOUTH 86°23'05" EAST 56.57 FEET); THENCE NORTH 48°36'55" EAST 160.72 FEET; THENCE NORTHEASTERLY 116.69 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 29°42'50", (CHORD BEARS NORTH 33°45'30" EAST 115.38 FEET); THENCE NORTH 18°54'05" EAST 53.66 FEET; THENCE NORTHEASTERLY 169.02 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°12'53", (CHORD BEARS NORTH 36°30'31" EAST 166.37 FEET); THENCE NORTH 54°06'58" EAST 56.72 FEET; THENCE NORTHEASTERLY 50.72 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°54'54", (CHORD BEARS NORTH 47°39'31" EAST 50.61 FEET); THENCE NORTH 41°12'04" EAST 55.08 FEET; THENCE EASTERLY 382.68 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 79°43'54", (CHORD BEARS NORTH 81°04'01" EAST 352.55 FEET); THENCE SOUTH 59°04'01" EAST 159.86 FEET; THENCE EASTERLY 288.08 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 73°21'32", (CHORD BEARS NORTH 84°15'12" EAST 268.80 FEET); THENCE NORTH 47°34'26" EAST 44.12 FEET; THENCE NORTHEASTERLY 246.48 FEET ALONG THE ARC OF A 490.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°49'14", (CHORD BEARS NORTH 33°09'49" EAST 243.89 FEET); THENCE NORTHEASTERLY 142.65 FEET ALONG THE ARC OF A 285.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°40'41", (CHORD BEARS NORTH 33°05'33" EAST 141.17 FEET); THENCE NORTH 47°25'54" EAST 138.82 FEET; THENCE NORTHEASTERLY 106.47 FEET ALONG THE ARC OF A 140.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 43°34'20", (CHORD BEARS NORTH 25°38'44" EAST 103.92 FEET); THENCE NORTHERLY 25.74 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 6°33'16", (CHORD BEARS NORTH 00°34'55" EAST 25.73 FEET); THENCE NORTH 02°41'43" WEST 73.39 FEET; THENCE NORTHEASTERLY 112.94 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°13'32", (CHORD BEARS NORTH 04°55'03" EAST 112.61 FEET); THENCE NORTH 12°31'49" EAST 131.38 FEET; THENCE NORTHERLY 120.76 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°34'01", (CHORD BEARS NORTH 05°14'48" EAST 120.44 FEET); THENCE NORTH 02°02'12" WEST 196.00 FEET; THENCE NORTHEASTERLY 360.10 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°17'59", (CHORD BEARS NORTH 17°36'48" EAST 353.09 FEET); THENCE NORTH 37°15'47" EAST 150.73 FEET; THENCE NORTHEASTERLY 170.97 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°37'18", (CHORD BEARS NORTH 55°04'26" EAST 168.23 FEET); THENCE NORTH 72°53'05" EAST 109.32 FEET; THENCE NORTHEASTERLY 57.33 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 14°35'54", (CHORD BEARS NORTH 65°35'08" EAST 57.17 FEET); THENCE NORTH 58°17'11" EAST 105.35 FEET; THENCE NORTHEASTERLY 356.93 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°21'57", (CHORD BEARS NORTH 21°06'13" EAST 332.40 FEET); THENCE NORTH 16°04'46" WEST 167.76 FEET; THENCE NORTHEASTERLY 309.98 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 64°35'02", (CHORD BEARS NORTH 16°12'45" EAST 293.83 FEET); THENCE NORTH 48°30'16" EAST 86.18 FEET; THENCE NORTHEASTERLY 95.77 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH

A CENTRAL ANGLE OF 16°53'01", (CHORD BEARS NORTH 56°56'47" EAST 95.42 FEET); THENCE NORTHEASTERLY 28.80 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°30'19", (CHORD BEARS NORTH 24°08'08" EAST 26.38 FEET); THENCE NORTH 17°07'02" WEST 7.95 FEET; THENCE NORTHWESTERLY 19.78 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 9°03'56", (CHORD BEARS NORTH 21°38'59" WEST 19.76 FEET); THENCE NORTH 68°24'22" EAST 50.11 FEET; THENCE SOUTHEASTERLY 10.01 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°16'33", (CHORD BEARS SOUTH 23°13'55" EAST 10.00 FEET); THENCE SOUTHEASTERLY 64.66 FEET ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 74°05'35", (CHORD BEARS SOUTH 58°38'26" EAST 60.25 FEET); THENCE SOUTHEASTERLY 280.08 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 49°22'37", (CHORD BEARS SOUTH 70°59'55" EAST 271.49 FEET); THENCE SOUTH 46°18'37" EAST 41.49 FEET; THENCE NORTH 00°27'25" EAST 1357.26 FEET TO THE NORTH LINE OF SECTION 1, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE, ALONG SAID NORTH LINE OF SECTION 1, SOUTH 89°40'39" EAST 808.50 FEET; THENCE SOUTH 00°27'25" WEST 5412.38 FEET TO THE SOUTH LINE OF SAID SECTION 1; THENCE, ALONG SAID SOUTH LINE OF SECTION 1, NORTH 89°45'46" WEST 1617.00 FEET TO THE POINT OF BEGINNING.

*LESS AND EXCEPTING LOTS C1, C2, C3, C4, C5, C6, C7, C8, C9, C10, C11, C12, C13, C14, C15, C16, C17, C18, C19, C20, D13, D14, D15, E1, E2, E3, E4, E5, E6, E7, E8, E9, E10, E11, E12, E13, E14, E15, E16, E17 & E18 OF SAID WASATCH PEAKS RANCH PLAT 1.*