

WHEN RECORDED, RETURN TO:

Anaya Gayle
Holland & Hart, LLP
222 S. Main St., Suite 2200
Salt Lake City, UT 84101

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into by and between WASATCH PEAKS RANCH, LLC, a Delaware limited liability company (“**WPR**”) and WPR UTILITY DISTRICT, a Utah independent local district, its successors and assigns (“**District**”) as of the date the last Party executes this Agreement (the “**Effective Date**”). WPR and District are at times referred to herein individually as a “**Party**”, and collectively as the “**Parties**”.

RECITALS

A. WPR owns certain real property located in Morgan County, Utah, which real property is more particularly described on Exhibit A, attached hereto and incorporated herein by reference (“**Property**”).

The Property has been subdivided and contains designated open space (“**Open Space Areas**”), individual lots (“**Lots**”), roads (“**Roads**”), and common areas and elements (“**Common Elements**”), as further indicated on and defined in in that certain Final Plat Wasatch Peaks Ranch Plat 2A (“**Plat 2A**”), recorded in the Official Records of the Morgan County Recorder (“**Official Records**”), on the 1st day of May, 2023, as Entry No. 163354, in Book 399, Page 1278, and the accompanying Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, recorded in the Official Records on May 3, 2022, as Entry No. 160853, as supplemented by First Supplemental Declaration for Wasatch Peaks Ranch, recorded May 1, 2023, as Entry No. 163348, in Book 399, Page 1242, and by Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch, recorded May 1, 2023, as Entry No. 163355, in Book 399, Page 1288 (collectively “**Declaration**”), as the same may be further supplemented and amended from time to time.

B. Concurrently with the recording of this Agreement in the Official Records, or soon thereafter, WPR plans to record a deed to the Wasatch Peaks Homeowners Association, a Utah nonprofit corporation (“**Association**”), conveying the Open Space Areas, Roads, and Common Elements within the Property to the Association.

C. The Property, as a whole, including, without limitation, all improvements, facilities, Common Elements, and Roads shall remain private, and shall not be construed to, in any way, benefit or be for the use of the general public.

D. District is a "Local District" formed in accordance with Utah Code Ann. §§17B-1-101, *et seq.*, as amended ("Act") and pursuant to Morgan County Resolution CR-21-04, Morgan County, Utah, which creation is affirmed by that certain Certificate of Creation from the Office of the Lieutenant Governor of the State of Utah, dated August 26, 2021, and recorded in the Official Records on December 6, 2021 as Entry No. 159240, Book 385, Page 1471.

E. District is obligated to provide certain services to the Property, including without limitation operation of a sewage system; operation of a system, or one or more components of a system, for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of storm, flood, sewage, irrigation, and culinary water, whether the system is operated on a wholesale or retail level or both; acquisition or assessment of a groundwater right for the development and execution of a groundwater management plan in cooperation with and approved by the state engineer, including treatment and distribution; and any and all other duties and obligations of the District pursuant to Utah law; local and municipal ordinance; relevant provisions in the Declaration; and any and all private, unrecorded documents creating and detailing District's obligations and duties relevant to the provision of the Services (collectively, "**Services**").

F. It is in WPR's interest that, although the Property is privately owned and operated, District have all access and use rights required to fulfill District's obligation to provide the Services.

G. Subject to the terms and conditions set forth below, WPR and District do now enter into this Agreement to create such access and use rights as District requires to fulfill its obligations as a local district duly formed in accordance with the Act.

AGREEMENT

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

1. **Recitals**. Each and all of the recitals above are true and are incorporated herein for any and all purposes.

2. **Grant of Easement**. WPR hereby grants and conveys to District for use by District's employees, contractors, subcontractors, licensees, invitees, and agents ("**District's Users**"):

2.1. **Common Easement**. A non-exclusive easement in gross on, over, under, across and through the entire Property save the Lots as such are depicted on the Plat ("**Common Easement Area**") for the purposes of (a) vehicular and pedestrian access, ingress to and egress

from the Easement Area; and (b) use of the Easement Area for the purpose of providing the Services (“**Common Easement**”); and

2.2. Utility Access Easement. A non-exclusive easement in gross on, over, under, across and through the “Utility Access Easement” or “UAE” as such are depicted on the Plat (“**Utility Easement Area**”, and collectively with the Common Easement Area, “**Easement Area**”) for the purposes of (a) vehicular and pedestrian access, ingress to and egress from the Utility Easement Area, and (b) use of the Utility Easement Area for the purpose of providing the Services (“**Utility Easement**”, and collectively with the Common Easement, “**Easement**”).

2.3. Reservation by WPR. WPR reserves to itself, its successors and assigns, all rights and uses other than those granted herein, including the right to grant additional easements, licenses, rights of way, and other access and use rights in, under, over, across, and through the Property, including without limitation the Easement Area.

3. Conditions of Use.

3.1. Common Easement. District may exercise its rights under the Common Easement at any time so long as it provides seven (7) days’ notice in writing to the underlying fee owner of the Common Easement Area (currently, WPR) prior to entry onto or use of any portion of the Common Easement Area (“**Common Entry Notice**”). Under exigent or emergency circumstances, the District is not required to provide such Common Entry Notice and may, without any notice whatsoever, enter upon the Common Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

3.2. Utility Easement. District may exercise its rights under the Utility Easement at any time so long as it provides seven (7) days’ notice in writing to the underlying fee owner of the Utility Easement Area (currently WPR, and will subsequently be owners of the respective Lots), prior to entry onto or use of any Utility Easement Area (“**Utility Entry Notice**”). Upon providing the Utility Entry Notice, District has the right to exercise its rights under the Utility Easement Monday through Friday between the hours of 9:00 am and 7:00 pm Mountain Time. Under exigent or emergency circumstances, the District is not required to provide such Utility Entry Notice and may, without any notice whatsoever, enter upon the Utility Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

4. Maintenance and Repair. From and after the Effective Date:

4.1. Common Easement Area. District shall be responsible for and shall maintain, repair and replace the Common Easement Area in good and safe condition and repair including, without limitation, weed abatement, cleaning and debris removal, snow and ice removal, installation and repair of guardrails, streetlights, trail and traffic signs and signals, if any, and all other Services and other requirements consistent with all state and local laws. WPR, its successors and assigns shall have no direct responsibility for such maintenance and repair.

4.2. Utility Easement Area. To the extent District accesses and uses the Utility Easement Area for the purposes permitted hereunder, District shall, at its sole cost and expense, return the Utility Easement Area to the same or better condition as prior to District's use thereof.

5. No Abandonment. No act or failure to act on the part of District or the holder of any interest in the Easement shall be deemed to constitute an abandonment, surrender or termination thereof, except upon recordation by District, or such holder, of a quitclaim deed specifically conveying the Easement back to WPR.

6. WPR's Covenants. WPR hereby covenants to District:

6.1. Authority. WPR represents and warrants that WPR owns the Property in fee simple and each person signing this Agreement on behalf of WPR is authorized to do so.

6.2. No Interference. WPR's activities and any grant of rights WPR makes to any person or entity, whether located on the Property or elsewhere, shall not, currently or in the future, impede or interfere with the exercise of District's rights pursuant to this Agreement. WPR may, without the consent of District, make improvements to the Property so long as such improvements do not restrict or impede District's access to and use of the Easement Area, or which otherwise negatively impact District's rights hereunder.

6.3. Requirements of Government Authorities. WPR shall reasonably assist and cooperate with District, at District's expense, in complying with or obtaining any land use permits or other approvals required by District in connection with the exercise of District's rights hereunder.

6.4. Quiet Enjoyment. As long as District observes the terms and conditions of this Agreement, it shall peacefully hold and enjoy all of the rights granted by this Agreement without hindrance or interruption by WPR or any person lawfully or equitably claiming by, through or under WPR, or as WPR's successors in interest.

6.5. Taxes. WPR shall timely and properly pay all real property taxes for the Property.

7. District's Covenants. District hereby covenants to WPR that:

7.1. Insurance. District shall obtain and maintain in force policies of insurance covering District's activities on the Property at all times during the term of this Agreement, including specifically comprehensive general liability insurance with a minimum combined occurrence and annual limitation of Three Million and 00/100 Dollars (\$3,000,000.00), provided that such amount may be provided as part of a blanket policy covering other properties, and which names WPR as an additional insured party. District hereby acknowledges and accepts that all risk

of loss to any and all improvements currently owned by WPR that are or may be damaged in District's performance of the Services shall be on District with the proceeds from insurance thereon payable to WPR. WPR and District hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by insurance policies insuring the Easement Area and any of District's property to the extent of any insurance proceeds actually received by such Party, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

7.2. **Indemnity.** District shall indemnify, defend and hold WPR and WPR's members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "**WPR Indemnified Parties**") harmless from any and all losses, claims, liabilities, cause of actions, damages and expenses, including , without limitation, reasonable attorneys' fees (each, a "**Liability**"), arising out of or related to WPR Indemnified Parties' use of the Easement Area, including, but not limited to, any Liability for personal injuries, deaths, property damage, mechanic's liens or other claims and causes of action of any kind arising out of use of the Easement Area by District or District's Users (but excluding any Liability arising out of the use of the Easement Area by one or more WPR Indemnified Party, or out of the gross negligence or willful misconduct of one or more WPR Indemnified Party. The provisions of this Section 7.2 shall survive the termination of this Agreement.

8. **Assignment.** The Easement is an easement in gross and, as such, is personal to District and may not be transferred or assigned by District except as reasonably required for District, or a successor to District's interests, duties, and obligations to continue to provide the Services for the benefit of WPR, WPR's successors in interest, and the Property. Under no circumstances shall District or District's successors or assigns transfer or assign District's interest in this Agreement to any member of the general public. In the event of an assignment of District's entire interest in this Agreement, District shall be released of all further liability under this Agreement. If District has assigned an interest or granted a sub-easement with respect to all or a portion of the Property, such assignment or sub-easement shall be terminated upon cancellation or termination of this Agreement.

9. **Default and Termination.**

9.1. **Default.** In the event of any alleged failure to perform any obligation under this Agreement ("**Default**"), the non-defaulting Party shall give the defaulting Party and any Lender written notice thereof. The defaulting Party shall have thirty (30) days within which to cure such Default, which period may be extended to the extent reasonably necessary to complete such cure so long as such was commenced within such 30-day period and thereafter prosecuted with diligence to completion.

9.2. District Right to Terminate. District shall have the right to terminate this Agreement as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to WPR.

9.3. No WPR Right to Terminate. It is expressly agreed that no breach of this Agreement shall entitle WPR to cancel, rescind or otherwise terminate this Agreement; provided, however that this provision shall not limit or otherwise affect any other right or remedy which WPR may have hereunder by reason of any breach of this Agreement. In addition, if District or any assignee holds an interest in less than all of this Agreement or the Easement, any default under this Agreement shall be deemed remedied, as to District's or such assignee's partial interest, and WPR shall not disturb such partial interest, if District or such assignee, as the case may be, has cured its pro rata portion of the default.

10. Miscellaneous.

10.1. Notices. All notices or other communications required or permitted by this Agreement including payments to WPR, shall be in writing and shall be deemed given when personally delivered to WPR, or in lieu of such personal service, five (5) business days after deposit in the United States mail, first class, postage prepaid, certified; or the next business day if sent by reputable overnight courier, provided receipt is obtained and charges prepaid by the delivering Party. Any notice shall be addressed as follows:

If to WPR: Wasatch Peaks Ranch, LLC
 36 South State Street, Suite 500
 Salt Lake City, Utah 84111

If to District: WPR Utility District
 36 South State Street, Suite 500
 Salt Lake City, Utah 84111

Any Party may change its address for purposes of this paragraph by giving written notice of such change to the other Parties in the manner provided in this paragraph.

10.2. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties respecting its subject matter and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement will be of no force or effect and any prior or contemporaneous written or oral agreements between or among the Parties concerning the subject matter of this Agreement are merged in and superseded by this Agreement. This Agreement shall not be modified or amended except in a writing signed by the Parties.

10.3. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah without regard for its choice of law provisions.

10.4. Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect.

10.5. No Waiver. No waiver of any right under this Agreement shall be effective for any purpose unless it is in writing and is signed by the Party hereto possessing the right, nor shall any such waiver be construed to be a waiver of any subsequent right, term or provision of this Agreement.

10.6. Easement In Gross; Successors and Assigns. The terms, provisions, covenants, agreements, restrictions and conditions in this Agreement are intended to be, and shall be construed as, an easement in gross, which is personal to District, its successors and assigns forever and shall run with and burden the Easement Area in perpetuity.

10.7. Crossing Agreements. WPR and District hereby agree that should any unrelated third party (i.e., any person or entity other than District or any District affiliate, successor or assign) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Easement Area (any such document is referred to herein as a "**Crossing Agreement**"), then WPR shall not enter into any such Crossing Agreement with such unrelated third party without obtaining the prior written consent of District, and District shall not unreasonably withhold its consent to such Crossing Agreement unless such withholding of consent is a reasonable requirement for District to continue to meet its duties and obligations relative to the Services. WPR hereby reserves the right to grant further easements in the Easement Area, and District hereby agrees not to currently or in the future, impede or interfere with WPR's right to grant such further easements.

10.8. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed (which execution shall be valid whether completed and delivered on paper or via electronic or digital means), shall constitute one and the same instrument.

10.9. Attorneys' Fees. It is understood and agreed by the Parties that the substantially prevailing Party in any dispute relating to the enforcement of the terms of this Agreement shall be entitled to recover its documented reasonable attorney's fees and costs (including, without limitation, attorney's fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

10.10. Further Cooperation. Each Party agrees, on the demand of the other, to execute or deliver any instrument, furnish any information or perform any other act reasonably necessary to carry out the provisions of this Agreement without undue delay or expense.


10.11. Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural, the masculine shall include the feminine and neuter, and vice versa. The terms "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." The Parties acknowledge that each was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of this Agreement shall be construed in favor of or against any Party because one is deemed to be the author thereof. Captions or titles used herein are for convenience of reference only and do not affect the meaning or intent hereof.

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IN WITNESS WHEREOF, WPR has caused its corporate name to be hereunto affixed by its duly authorized officer this 1 day of May, 2023.

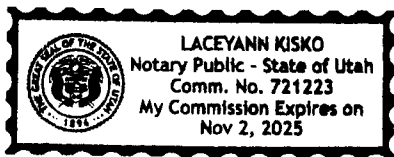
WPR:

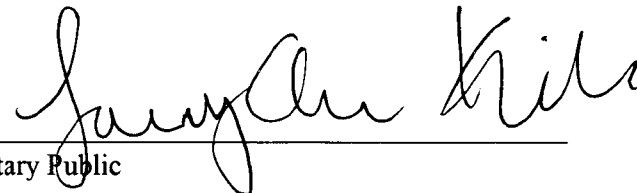
WASATCH PEAKS RANCH, LLC,
a Delaware limited liability company
By: WASATCH PEAKS RANCH
MANAGEMENT, LLC, Its Manager

By: 
Name: Ed Schultz
Title: Authorized Officer

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

The foregoing instrument was acknowledged before me on this 1 day of MAY, 2023, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch Management, LLC, as Manager of Wasatch Peaks Ranch, LLC, a Delaware limited liability company.





Notary Public

Residing at: SALT LAKE CITY, UT


My Commission Expires:

NOV 2, 2025

IN WITNESS WHEREOF, District has caused its corporate name to be hereunto affixed by its duly authorized officer this 28 day of April, 2023.

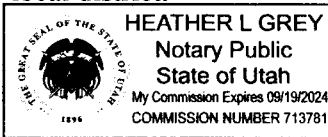
DISTRICT:


WPR UTILITY DISTRICT,
A Utah independent local district

By: Vance Bostock 
Name: Vance Bostock
Title: Chair

STATE OF UTAH)
) ss:
COUNTY OF Davis)

The foregoing instrument was acknowledged before me on this 28 day of April, 2023, by Vance Bostock, as Chair of WPR Utility District, a Utah independent local district.



Heather L Grey 
Notary Public

Online Notary Public. This notarial act involved the use of online audio/video communication technology.

Residing at: Farmington, UT

My commission expires:
9-19-24

EXHIBIT A

Legal Description of the Property

A PARCEL OF LAND LYING AND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 2, THE EAST HALF OF SECTION 10, THE WEST HALF OF SECTION 11 AND THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHERLY CORNER OF LOT D14 OF WASATCH PEAKS RANCH PLAT 1, RECORDED ON MAY 3, 2022 AS ENTRY NO 160852 IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT ALSO BEING 997.65 FEET SOUTH 89°22'17" EAST, ALONG THE SECTION LINE, AND 407.13 SOUTH 00°37'43" WEST FROM THE NORTHWEST CORNER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 01°59'53" EAST 682.38 FEET; THENCE SOUTH 54°33'20" EAST 351.09 FEET; THENCE SOUTH 10°50'48" WEST 710.86 FEET; THENCE SOUTH 65°31'28" EAST 510.93 FEET; THENCE SOUTH 03°59'45" EAST 163.83 FEET; THENCE SOUTH 39°12'08" WEST 63.11 FEET; THENCE SOUTH 63°57'09" WEST 62.00 FEET; THENCE SOUTH 42°39'08" WEST 187.06 FEET; THENCE SOUTH 57°01'00" WEST 69.36 FEET; THENCE SOUTH 89°10'31" WEST 102.83 FEET; THENCE NORTH 85°18'33" WEST 107.69 FEET; THENCE NORTH 68°28'13" WEST 98.97 FEET; THENCE SOUTH 01°50'10" WEST 1847.36 FEET; THENCE NORTH 88°21'18" EAST 634.64 FEET; THENCE SOUTH 29°55'24" EAST 508.23 FEET; THENCE SOUTH 81°01'28" WEST 515.56 FEET; THENCE SOUTH 37°39'54" WEST 290.43 FEET; THENCE SOUTH 49°29'22" EAST 9.54 FEET; THENCE SOUTHEASTERLY 15.08 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 3°50'24", (CHORD BEARS SOUTH 47°34'10" EAST 15.08 FEET); THENCE SOUTH 44°21'02" WEST 50.00 FEET; THENCE SOUTH 68°48'32" WEST 678.94 FEET; THENCE NORTH 24°21'58" WEST 405.55 FEET; THENCE NORTH 33°22'56" EAST 338.52 FEET; THENCE NORTHERLY 180.07 FEET ALONG THE ARC OF A 225.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45°51'16", (CHORD BEARS NORTH 28°44'55" WEST 175.30 FEET); THENCE NORTH 05°49'17" WEST 141.05 FEET; THENCE NORTHWESTERLY 23.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 90°00'00", (CHORD BEARS NORTH 50°49'17" WEST 21.21 FEET); THENCE SOUTH 84°10'43" WEST 10.00 FEET; THENCE NORTH 05°49'17" WEST 50.00 FEET THENCE SOUTH 84°10'43" WEST 5.36 FEET; THENCE NORTHWESTERLY 28.55 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 65°26'14", (CHORD BEARS NORTH 63°06'10" WEST 27.03 FEET); THENCE NORTH 30°23'03" WEST 61.39 FEET; THENCE NORTHERLY 9.34 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 4°16'55", (CHORD BEARS NORTH 32°31'31" WEST 9.34 FEET); THENCE NORTH 34°39'58" WEST 163.27 FEET; THENCE NORTHWESTERLY 217.61 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 55°24'54", (CHORD BEARS NORTH 62°22'25" WEST 209.23 FEET); THENCE SOUTH 89°55'08" WEST 91.72 FEET; THENCE NORTH 289.92 FEET; THENCE NORTH 85°14'28" WEST 355.26 FEET; THENCE NORTH 03°54'50" EAST 369.30 FEET; THENCE NORTH 45°00'09" WEST 605.22 FEET; THENCE NORTH 36°18'07" EAST 771.79 FEET; THENCE SOUTH 42°53'54" EAST 243.98 FEET; THENCE NORTH 73°32'21" EAST 356.73 FEET; THENCE NORTH 75°15'23" EAST 295.34 FEET; THENCE NORTH 35°56'15" WEST 46.00 FEET; THENCE NORTHERLY 74.24 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°18'23", (CHORD BEARS NORTH 23°47'04" WEST 73.68 FEET); THENCE NORTH 11°37'52" WEST 134.45 FEET; THENCE NORTHEASTERLY 88.60 FEET ALONG THE ARC OF A 205.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24°45'47", (CHORD BEARS NORTH 00°45'02" EAST 87.91 FEET); THENCE NORTHWESTERLY 20.82 FEET ALONG THE ARC OF A 15.00 FOOT REVERSE RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 79°31'28", (CHORD BEARS NORTH 26°37'49" WEST 19.19 FEET); THENCE NORTH 66°23'32" WEST 10.00 FEET; THENCE NORTH 23°36'28" EAST 50.00 FEET; THENCE SOUTH 66°23'32" EAST 10.00 FEET; THENCE NORTHEASTERLY 20.82 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT,

EXHIBIT A

THROUGH A CENTRAL ANGLE OF 79°31'28", (CHORD BEARS NORTH 73°50'44" EAST 19.19 FEET); THENCE NORTHEASTERLY 140.06 FEET ALONG THE ARC OF A 205.00 FOOT REVERSE RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 39°08'49", (CHORD BEARS NORTH 53°39'24" EAST 137.36 FEET); THENCE NORTH 73°13'49" EAST 122.66 FEET; THENCE NORTHEASTERLY 125.54 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 57°32'41", (CHORD BEARS NORTH 44°27'29" EAST 120.33 FEET); THENCE NORTH 15°41'08" EAST 110.68 FEET; THENCE NORTH 79°49'40" WEST 346.63 FEET; THENCE NORTH 33°44'12" WEST 281.47 FEET; THENCE NORTH 03°42'50" WEST 323.79 FEET; THENCE SOUTH 81°03'37" WEST 70.05 FEET; THENCE SOUTH 66°06'20" WEST 78.33 FEET; THENCE NORTH 05°51'12" WEST 53.12 FEET; THENCE NORTHEASTERLY 81.34 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 62°08'34", (CHORD BEARS NORTH 25°13'05" EAST 77.42 FEET); THENCE NORTH 56°17'22" EAST 98.27 FEET; THENCE NORTHEASTERLY 80.71 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 26°25'30", (CHORD BEARS NORTH 43°04'37" EAST 80.00 FEET); THENCE NORTH 29°51'52" EAST 96.97 FEET; THENCE NORTHEASTERLY 24.66 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 56°30'48", (CHORD BEARS NORTH 58°07'16" EAST 23.67 FEET); THENCE NORTH 86°22'41" EAST 5.12 FEET; THENCE NORTH 03°37'19" WEST 50.00 FEET; THENCE NORTH 86°22'41" EAST 10.00 FEET; THENCE NORTHEASTERLY 20.38 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°50'48", (CHORD BEARS NORTH 47°27'16" EAST 18.85 FEET); THENCE NORTHERLY 47.62 FEET ALONG THE ARC OF A 175.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°35'28", (CHORD BEARS NORTH 16°19'36" EAST 47.47 FEET); THENCE NORTH 24°07'20" EAST 168.61 FEET; THENCE NORTHERLY 140.28 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 64°17'57", (CHORD BEARS NORTH 08°01'39" WEST 133.03 FEET); THENCE SOUTH 15°42'14" WEST 16.25 FEET; THENCE SOUTH 57°55'30" WEST 14.22 FEET; THENCE SOUTH 74°02'24" WEST 36.45 FEET; THENCE SOUTH 42°54'08" WEST 199.65 FEET; THENCE NORTH 28°32'02" WEST 492.25 FEET; THENCE NORTH 22°24'18" EAST 230.22 FEET; THENCE NORTH 46°28'14" EAST 154.25 FEET; THENCE NORTH 88°28'14" EAST 304.15 FEET; TO THE WESTERLY BOUNDARY OF AFORESAID WASATCH PEAKS RANCH PLAT 1; THENCE, ALONG THE BOUNDARY OF SAID WASATCH PEAKS RANCH PLAT 1 THE FOLLOWING TEN (10) COURSES: 1) SOUTHERLY 4.42 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THOUGH A CENTRAL ANGLE OF 0°46'47", (CHORD BEARS SOUTH 01°08'23" EAST 4.42 FEET) 2) SOUTH 00°44'59" EAST 52.91 FEET, 3) SOUTHERLY 40.06 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°20'48", (CHORD BEARS SOUTH 04°55'23" EAST 40.03 FEET), 4) SOUTH 09°05'47" EAST 35.36 FEET, 5) SOUTH 80°54'13" WEST 50.00 FEET, 6) SOUTH 09°05'47" EAST 10.00 FEET, 7) SOUTHWESTERLY 20.75 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 79°16'40", (CHORD BEARS SOUTH 30°32'33" WEST 19.14 FEET), 8) SOUTH 70°10'53" WEST 10.00 FEET, 9) SOUTH 19°49'07" EAST 50.33 FEET; THENCE SOUTHWESTERLY 74.79 FEET ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 28°34'07", (CHORD BEARS SOUTH 52°04'29" WEST 74.02 FEET), 10) SOUTH 59°34'50" EAST 644.62 FEET TO THE POINT OF BEGINNING.

CONTAINS 127.80 ACRES

Parcel Nos.: 00-0091-9735, 00-0091-9736, 00-0091-9737, 00-0091-9738, 00-0091-9739,
 00-0091-9740, 00-0091-9741, 00-0091-9742, 00-0091-9743, 00-0091-9744, 00-0091-9745,
 00-0091-9746, 00-0091-9747, 00-0091-9748, 00-0091-9749, 00-0091-9749, 00-0091-9750,
 00-0091-9751, 00-0091-9752, 00-0091-9753, 00-0091-9754, 00-0091-9755, 00-0091-9756,
 00-0091-9757, 00-0091-9758, 00-0091-9759, 00-0091-9760, 00-0091-9761, 00-0091-9762,
 00-0091-9763, 00-0091-9764

EXHIBIT A