

E 164967 B 405 P 1382  
Date 29-Dec-2023 04:10PM  
Fee: \$282.00 ACH  
Filed By: SM  
BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: HOLLAND & HART LLP - SLC  
Recorded Electronically by Simplifile

WHEN RECORDED, RETURN TO:  
WPR Utility District  
36 S. State Street, Suite 500  
Salt Lake City, Utah 84111

Parcel Nos.: 00-0090-3141 through and including  
00-0090-3160, 00-0090-3170 through and including  
00-0090-3198, 00-0091-9321 through and including  
00-0091-9339, 00-0091-9735 through and including  
00-0091-9764, 00-0092-5755 through and including  
00-0092-5783

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into by and between WASATCH PEAKS RANCH HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation ("**Association**") and, WPR UTILITY DISTRICT, a special district and body corporate and politic of the State of Utah, its successors and assigns ("**District**", which defined term shall include its successors-in-interest, affiliates, employees, contractors, subcontractors, licensees, invitees, and agents only when acting in their official roles with District and not to any or all individually) as of the date the last Party executes this Agreement (the "**Effective Date**"). Association and District are at times referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

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

B. The Property has been subdivided and contains designated open space ("**Open Space Areas**"), individual lots, roads ("**Roads**"), and common areas and elements ("**Common Elements**"), as further indicated on and defined in Final Plat Wasatch Peaks Ranch Plat 1, recorded in the official records of the Morgan County Recorder's Office, Morgan County, Utah ("**Official Records**") May 3, 2022 as Entry No. 160852; Final Plat Wasatch Peaks Ranch Plat 1, First Amendment, recorded in the Official Records May 1, 2023 as Entry No. 163347; Final Plat Wasatch Peaks Ranch Plat 2A, recorded in the Official Records May 1, 2023 as Entry No. 163354; and Wasatch Peaks Ranch Plat 3A, recorded in the Official Records November 8, 2023 as Entry No. 164599 (collectively, "**Plats**"); and the accompanying Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements, recorded in the Official Records May 3, 2022 as Entry No. 160853; First Supplemental Declaration for Wasatch Peaks Ranch, recorded in the Official Records May 1, 2023 as Entry No. 163348; Second Supplemental Declaration and First Amendment to Master Declaration for Wasatch Peaks Ranch, recorded in the Official Records May 1, 2023 as Entry No. 163355; and Third Supplemental Declaration and Second Amendment to Master Declaration for Wasatch Peaks Ranch, recorded in the Official Records November 8, 2023 as Entry No. 164605 (collectively, "**Declaration**"). The defined term "**Roads**" herein shall mean the roads delineated on the Plats and in the Declaration as "**Private Roads**," with the understanding and agreement that inasmuch as the District is a government entity as described in Recital E, such roads are public to the extent that upon recordation of this Agreement, the Roads will constitute publicly owned facilities serving, and with access limited to, only those District Users defined in Recital D herein, consistent with their designation as private roads on the Plats and in the Declaration.

C. Concurrently with the recordation of the Plats and the Declaration, Open Space Areas, Roads, and Common Elements within the Property were dedicated via one or more plats or were separately deeded and conveyed to Association.

D. In accordance with the Plats and the Declaration, the Property, as a whole, including all improvements, facilities, Common Elements, shall remain private, and access to and use of all Roads within the Property, shall be "access restricted," with all access to and the use thereof, being strictly restricted to: (i) District; (ii) Wasatch Peaks Ranch, LLC, and its affiliates, employees, contractors, subcontractors, licensees, invitees and agents ("WPR"); (iii) Association and its members; and (iv) District taxpayers and owners within the Property, their guests, invitees, licensees and agents ("Owners", and collectively with WPR and Association "District Users"). The Common Elements and Roads are not and shall not be construed to, in any way, benefit or be for the use of the general public.

E. District is a "Special District" formed in accordance with Utah Code Ann. §§17B-1-101, *et seq.*, as amended ("Act"), and pursuant to Morgan County Resolution CR-21-03, 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.

F. District is obligated to provide certain services to the Property, including without limitation: the construction, installation, ownership, operation, maintenance, repair and replacement of one or more components of a system or systems for the collection, storage, retention, control, conservation, treatment, supplying, distribution, or reclamation of storm, flood, sewage, irrigation, and municipal and secondary water, whether the system is operated on a wholesale or retail basis; and any and all other duties and obligations of 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").

G. It is in Association's interest that, although the Property is privately owned and operated, District shall have perpetual easement, use, and access rights required to fulfill District's obligation to provide the Services to the District Users within the legal boundaries of the District.

H. Subject to the terms and conditions set forth below, Association and District do now enter into this Agreement to create such perpetual easement, use, and access rights as District requires to fulfill its obligations as a special 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.** Association hereby grants and conveys a revocable, non-exclusive, perpetual easement in gross on, over, under and through the Property to District for the purpose of District fulfilling its obligation to perform the Services ("Easement"). As further detailed herein, District does not have the right to convey or assign any of its rights under the Easement to any other person or entity without the express authorization of the District Users.

3. **Reservation by Association.** Association 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 the Property.

4. **Conditions of Use.** If District requires access to or use or disturbance of any area within an "Lot" or "Unit" as may be depicted on and created pursuant to one or more Plats (individually a "Homesite" and two or more "Homesites") District shall make reasonable efforts to provide seven (7) calendar days' notice ("**Entry Notice**") to the fee owner of such Homesite prior to entry onto or use of any portion of the Property situated therein. District may exercise its rights in any Property situated within one or more Homesites Monday through Friday between the hours of 7:00 am and 7:00 pm Mountain Time. District may exercise its rights in any Property outside of any Homesites at any time. Notwithstanding any of the foregoing, under exigent or emergency circumstances, District is not required to provide any such Entry Notice and may, without any notice whatsoever, enter upon the Property situated in any one or more Homesites at any time and for so long as is reasonably necessary to address such exigent or emergency circumstances.

5. **Maintenance and Repair.** To the extent District accesses and uses the Property for the purposes permitted hereunder, District shall, at its sole cost and expense, be responsible for and shall maintain, repair, replace, and return the Property to the same or better condition as prior to District's use thereof.

6. **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 Association.

7. **Association's Covenants.** Association hereby covenants to District:

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

b. **No Interference.** Association's activities and any grant of rights Association 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. Association 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 Property, or which otherwise negatively impact District's rights hereunder.

c. **Requirements of Government Authorities.** Association 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.

d. **Quiet Enjoyment.** So 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 Association or any person lawfully or equitably claiming by, through or under Association, or as Association's successors in interest.

e. **Taxes.** Association shall timely and properly pay all real property taxes for the Property.

8. **District's Covenants.** District hereby covenants to Association that:

a. **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 Association as an additional insured party. District hereby acknowledges and accepts that all risk of loss to any and all improvements owned by Association or that are or may be damaged in District's performance of the Services with the proceeds from insurance thereon payable to Association. Association 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 Property 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.

b. **Indemnity.** District shall indemnify, defend and hold Association and Association's members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "**Association Indemnified Parties**") harmless from any and all losses, claims, liabilities, cause of actions, damages and expenses, including reasonable attorneys' fees, expert witness fees, and all other legal costs and expenses (each, a "**Liability**"), arising out of or related to Association Indemnified Parties' use of the Property, 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 Property by District or District Users (but excluding any Liability arising out of the use of the Property by one or more Association Indemnified Parties or out of the gross negligence or willful misconduct of one or more Association Indemnified Parties. The provisions of this Section 8 shall survive the termination of this Agreement, if any.

9. **Assignment.** The Easement 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 Association, Association's successors in interest, Association Indemnified Parties, 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 or to any governmental entity without Association's express consent, which consent shall be valid if given in a signed agreement recorded in the Official Records. In the event of a valid and effective 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, if any. If District attempts to convey or assign any interest whatsoever in the Easement without complying with this Section, such conveyance or assignment shall be ineffective and void in all respects.

10. **Default and Termination.**

a. **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, if applicable, 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.

b. **No Right to Terminate.** Except as otherwise provided herein, it is expressly agreed that no breach of this Agreement shall entitle one or both Parties 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 one Party may have hereunder by reason of any Default. Further, 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 Association shall not disturb such partial interest, if District or such assignee, as the case may be, has cured such Default.

11. **Association's Right of Revocation.** The rights granted hereunder may only be revoked by Association, its successors or assigns ("**Revocation**"). Such Revocation may only be effected in the event District (a) is for any reason dissolved ("**Dissolution**"), or (b) continuously fails to provide the Services as required under state and local law and as may be memorialized from time to time in one or more unrecorded service and maintenance agreements between the Parties for at least twelve (12) months ("**Protracted Default**"). A Revocation for Dissolution shall be effective immediately upon any such Dissolution and shall be memorialized by Association unilaterally filing notice of such Revocation in the Official Records. A Revocation for a Protracted Default shall only be effective provided that (a) there are no outstanding bonds relative to the Property (including bonds issued by the Wasatch Peaks Ranch Public Infrastructure District, a political subdivision of the State of Utah ("**PID**") with any portion of such bonds allocable to or any infrastructure or facilities intended to provide the Services, (b) Association has provided notice of its intent to effect a Revocation for Protracted Default not later than one hundred eighty (180) days prior to the date on which Association intends to effect such Revocation ("**Protracted Default Cure Period**"), and (c) District has taken no action to remedy the Protracted Default on or before thirty (30) days prior to the end of the Protracted Default Cure Period. A Revocation for Protracted Default shall only be effective upon Association filing a duly executed and acknowledged "Revocation of Easement Agreement" (or similar document) detailing the facts resulting in the Protracted Default ("**Revocation of Easement Agreement**") in the Official Records. Such Revocation of Easement Agreement shall have attached (a) proof of notice to District of the Protracted Default, and (b) a declaration of facts evidencing District's failure to cure the Protracted Default within the Protracted Default Cure Period. District's consent, execution, and acknowledgment of such a Revocation of Easement Agreement shall not be required; however, should Association file a Revocation of Easement Agreement in the Official Records that does not conform with all requirements herein, District may take any and all actions available to it under law and equity to remedy such nonconforming Revocation. In the event of any such action, the substantially prevailing Party shall be entitled to recover its documented reasonable attorney's fees and costs (including attorney's fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

12. **Involuntary Revocation and Reverter.** Notwithstanding anything in this Easement to the contrary if, by final judicial action or official binding action by the County, it is legally determined that the Roads must be made open and available for use by the general public, then the Easement and all rights granted hereunder shall automatically be revoked and cancelled, all District's rights detailed herein shall terminate, and all rights granted hereunder shall automatically revert to Association. The Parties hereby acknowledge and agree that the automatic revocation of this Easement and the reversion of rights and interests provided for in this Section 12 shall not occur, or otherwise be of any force or effect, unless and until such time as that portion of any bonds issued by the PID in connection with the development of the Property, which are allocable to the Roads, have been fully redeemed and are no longer outstanding.

13. **Miscellaneous.**

a. **Notices.** All notices or other communications required or permitted by this Agreement including payments to Association, shall be in writing and shall be deemed given when personally delivered to Association, 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 Association:

Wasatch Peaks Ranch Homeowners Association, Inc.  
36 S. State Street, Suite 500  
Salt Lake City, Utah 84111

If to District:

WPR Utility District  
36 S. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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 Property in perpetuity.

g. Crossing Agreements. Association and District hereby agree that should any unrelated third party (i.e., any person or entity other than District or any District Users, successors, or assigns) request a crossing agreement or encroachment agreement in connection with the crossing over, under, on or encroaching over, under, or onto the Property (any such document is referred to herein as a "Crossing Agreement"), then neither Party shall enter into any such Crossing Agreement with such unrelated third party without obtaining the prior written consent of the other Party, and the other Party shall not unreasonably withhold its consent to such Crossing Agreement unless such withholding of consent is a reasonable requirement for the other Party to continue to meet its duties and obligations relative to the Services. Association hereby reserves the right to grant further easements in the Property, and District hereby agrees not to currently or in the future, unreasonably impede or interfere with Association's right to grant such further easements, subject in all respects to District's easement rights and interests in furtherance

of its obligations as set forth herein which shall not be unreasonably impeded, interfered with or otherwise encumbered. The Parties agree to cooperate, in good faith, in the location and purpose of any further easements which may be granted by Association so as to prevent any undue impediment or interference of their respective rights and interests.

h. 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, so long as such electronic or digital mean is accepted by the County for recordation in the Official Records), shall constitute one and the same instrument.

i. 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 attorney's fees, expert witness and consulting fees, and court costs) from the non-prevailing Party.

j. 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.

k. Construction. In this Agreement, unless the context otherwise requires, the singular shall include the plural. 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.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Association has caused its corporate name to be hereunto affixed by its duly authorized officer this 29th day of December, 2023.

ASSOCIATION:

WASATCH PEAKS RANCH HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation

By: Gary Derck 

Name: Gary Derck


Title: President

STATE OF UTAH )  
 ) ss.  
COUNTY OF BOX ELDER )

The foregoing instrument was acknowledged before me on December 29, 2023, by Gary Derck, as President of Wasatch Peaks Ranch Homeowners Association, Inc., a Utah nonprofit corporation.



Online Notary Public: This notarial act involved the use of online audio/video communication technology. Notarization testified by 20240929

Christa L. Fries   
Notary Public

Residing at: 10064 N. 7600 W., Tremonton, UT 84337

My Commission Expires:

September 29, 2027

Signature Page to Easement Agreement



IN WITNESS WHEREOF, District has caused its corporate name to be hereunto affixed by its duly authorized officer this 27<sup>th</sup> day of December 2023.

DISTRICT:

WPR UTILITY DISTRICT, a special district and body corporate and politic of the State of Utah

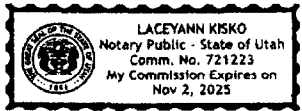
By: [Signature]  
Name: ED SCHULTZ  
Title: VICE CHAIR, WPR UTILITY DISTRICT

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

The foregoing instrument was acknowledged before me on December 27, 2023, by ED SCHULTZ, as VICE CHAIR of WPR Utility District, a special district and body corporate and politic of the State of Utah.

[Signature]  
Notary Public  
Residing at: SALT LAKE CITY, UTAH

My Commission Expires:  
NOV. 2, 2025



**EXHIBIT A****LEGAL DESCRIPTION OF THE PROPERTY**

PROPERTY IN MORGAN COUNTY, UTAH, MORE PARTICULARLY DESCRIBED BELOW:

**PLAT 1:**

OPEN SPACES A, C, AND D AND ALL PRIVATE ROADS THAT ARE A PART OF FINAL PLAT WASATCH PEAKS RANCH PLAT 1, PLACED OF RECORD WITH THE OFFICE OF THE MORGAN COUNTY RECORDER MAY 3, 2022, IN BOOK 391 AT PAGE 382 AS ENTRY NO. 160852 ("PLAT 1"), THE BOUNDARY OF WHICH IS MORE PARTICULARLY DEFINED BELOW.

EASEMENTS AS DEFINED AND DEPICTED ON PLAT 1 ON, OVER, UNDER, AND THROUGH 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, AND E17; AND PARCELS 1, 2, AND 3.

**BOUNDARY OF PLAT 1**

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

EXHIBIT A, 1

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

EXHIBIT A, 2

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

EXHIBIT A, 3

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.

**PLAT 1 AMENDMENT:**

OPEN SPACE B AND ALL PRIVATE ROADS THAT ARE PART OF FINAL PLAT WASATCH PEAKS RANCH PLAT 1, FIRST AMENDMENT, PLACED OF RECORD WITH THE OFFICE OF THE MORGAN COUNTY RECORDER ON MAY 1, 2023, IN BOOK 399 AT PAGE 1237 AS ENTRY NO. 163347 ("PLAT 1 AMENDMENT"), THE BOUNDARY OF WHICH IS MORE PARTICULARLY DEFINED BELOW.

EASEMENTS AS DEFINED AND DEPICTED ON PLAT 1 AMENDMENT ON, OVER, UNDER, AND THROUGH LOTS D1A, D2A, D3A, D4A, D5A, D6A, D7A, D8A, D9A, D10A, D11A, D12A, AND E18; AND PARCELS 4, 5, 6, AND 7.

**BOUNDARY OF PLAT 1 AMENDMENT:**

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT C7 OF WASATCH PEAKS RANCH PLAT 1, AS RECORDED ON MAY 3, 2022, ENTRY NO. 160852, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT ALSO BEING 535.09 FEET NORTH 89°22'17" WEST AND 58.24 FEET NORTH 00°37'43" EAST FROM THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID SOUTHEAST CORNER BEING A 3" ALUMINUM CAP SET BY THE MORGAN COUNTY SURVEYOR IN 2021 AND RUNNING THENCE, ALONG THE WESTERLY LINE OF PEAKS VIEW DRIVE AS SHOWN ON SAID WASATCH PEAKS RANCH PLAT 1, THE FOLLOWING EIGHT (8) COURSES: (1) SOUTHWESTERLY 439.61 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 100°45'02", CHORD BEARS SOUTH 26°00'50" WEST 385.12 FEET, (2) SOUTH 76°23'20" WEST 252.84 FEET, (3) WESTERLY 235.66 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 13°50'56", CHORD BEARS SOUTH 83°18'48" WEST 235.09 FEET, (4) NORTH 89°45'44" WEST 171.79 FEET, (5) WESTERLY 153.65 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 9°01'45", CHORD BEARS NORTH 85°14'52" WEST 153.49 FEET, (6) NORTH 80°43'59" WEST 165.86 FEET, (7) SOUTHWESTERLY 427.57 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 89°05'01", CHORD BEARS SOUTH 54°43'31" WEST 385.79 FEET, (8) SOUTH 10°11'00" WEST 240.90 FEET TO THE EXTENSION OF THE SOUTHERLY LINE OF MEADOW VIEW DRIVE, AS SHOWN ON SAID WASATCH PEAKS RANCH PLAT 1, THENCE, ALONG SAID EXTENSION OF THE SOUTHERLY LINE OF MEADOW VIEW DRIVE AND THE SOUTHERLY LINE OF

EXHIBIT A, 4

MEADOW VIEW DRIVE THE FOLLOWING SEVEN (7) COURSES: (1) SOUTH 79°49'00" EAST 91.86 FEET, (2) SOUTHEASTERLY 44.41 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°21'15", CHORD BEARS SOUTH 69°38'22" EAST 44.17 FEET, (3) SOUTH 59°27'45" EAST 182.87 FEET, (4) SOUTHEASTERLY 123.26 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°21'27", CHORD BEARS SOUTH 39°17'01" EAST 120.73 FEET, (5) SOUTH 19°06'18" EAST 252.78 FEET, (6) SOUTHEASTERLY 152.66 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 31°48'25", CHORD BEARS SOUTH 35°00'31" EAST 150.71 FEET, (7) SOUTH 50°54'43" EAST 78.22 FEET TO THE SOUTH LINE OF LOT E18 OF SAID WASATCH PEAKS RANCH PLAT 1; THENCE, ALONG SAID SOUTH LINE OF LOT E18, THE FOLLOWING TWO (2) COURSES: (1) SOUTH 42°13'53" WEST 34.80 FEET, (2) SOUTH 82°19'38" WEST 574.02 FEET TO THE BOUNDARY LINE OF SAID WASATCH PEAKS RANCH PLAT 1; THENCE, ALONG SAID BOUNDARY LINE OF WASATCH PEAKS RANCH PLAT 1, NORTH 33°23'44" WEST 53.98 FEET TO THE SOUTH LINE OF SAID PEAKS VIEW DRIVE AS SHOWN ON SAID WASATCH PEAKS RANCH PLAT 1, THENCE, ALONG SAID SOUTH LINE OF PEAKS VIEW DRIVE, SOUTHWESTERLY 107.95 FEET ALONG THE ARC OF A 275.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 22°29'25", CHORD BEARS SOUTH 68°38'37" WEST 107.25 FEET; THENCE SOUTH 79°53'19" WEST 50.06 FEET; THENCE SOUTHWESTERLY 204.03 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 93°31'13", CHORD BEARS SOUTH 33°07'42" WEST 182.12 FEET; THENCE SOUTHEASTERLY 28.56 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 109°06'12", CHORD BEARS SOUTH 68°11'00" EAST 24.44 FEET; THENCE NORTH 57°15'54" EAST 4.02 FEET; THENCE NORTHEASTERLY 5.99 FEET ALONG THE ARC OF A 51.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 6°43'42", CHORD BEARS NORTH 60°37'45" EAST 5.99 FEET; THENCE SOUTH 24°34'14" EAST 42.08 FEET; THENCE SOUTH 57°15'54" WEST 4.80 FEET; THENCE SOUTHERLY 24.88 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 95°02'39", CHORD BEARS SOUTH 09°44'34" WEST 22.13 FEET; THENCE SOUTH 37°46'45" EAST 10.05 FEET; THENCE SOUTH 57°47'36" WEST 50.14 FEET; THENCE NORTH 44°54'15" WEST 10.26 FEET; THENCE WESTERLY 20.38 FEET ALONG THE ARC OF A 15.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 77°49'51", CHORD BEARS NORTH 83°49'11" WEST 18.85 FEET; THENCE SOUTH 57°15'54" WEST 14.72 FEET; THENCE WESTERLY 127.33 FEET ALONG THE ARC OF A 225.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°25'25", CHORD BEARS SOUTH 73°28'36" WEST 125.64 FEET; THENCE SOUTH 89°41'19" WEST 91.69 FEET; THENCE NORTHWESTERLY 89.15 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 40°51'50", CHORD BEARS NORTH 69°52'46" WEST 87.27 FEET; THENCE SOUTH 89°41'19" WEST 148.74 FEET; THENCE NORTH 20°43'28" WEST 110.96 FEET; THENCE NORTH 03°43'47" WEST 60.61 FEET; THENCE NORTH 04°49'30" EAST 47.03 FEET; THENCE NORTH 02°01'42" WEST 112.46 FEET; THENCE NORTH 03°23'40" WEST 130.33 FEET; THENCE NORTH 03°13'43" WEST 119.71 FEET; THENCE NORTH 07°39'13" WEST 144.73 FEET; THENCE NORTHEASTERLY 90.94 FEET ALONG THE ARC OF A 85.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 61°17'50", CHORD BEARS NORTH 55°24'11" EAST 86.66 FEET; TO THE BOUNDARY LINE OF OPEN SPACE "B" OF SAID WASATCH PEAKS RANCH PLAT 1; THENCE, ALONG THE BOUNDARY OF SAID OPEN SPACE "B", THE FOLLOWING NINE (9) COURSES: (1) NORTH 06°40'37" WEST 148.35 FEET, (2) NORTH 21°43'02" WEST 374.14 FEET, (3) NORTH 01°33'54" EAST 683.04 FEET, (4) NORTH 88°10'33" EAST 587.96 FEET, (5) SOUTH 86°28'53" EAST 820.70 FEET, (6) NORTH 59°24'48" EAST 24.30 FEET, (7) SOUTHEASTERLY 464.15 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 96°42'15", CHORD BEARS SOUTH 78°56'20" EAST 410.98 FEET, (8) SOUTH 37°17'27" EAST 296.05 FEET, (9)

EXHIBIT A, 5

NORTH 57°52'49" EAST 446.08 FEET TO THE POINT OF BEGINNING.

**PLAT 2A:**

OPEN SPACES E, F, AND G; AND ALL PRIVATE ROADS THAT ARE A PART OF FINAL PLAT WASATCH PEAKS RANCH PLAT 2A, PLACED OF RECORD WITH THE OFFICE OF THE MORGAN COUNTY RECORDER ON MAY 1, 2023 IN BOOK 399 AT PAGE 1278 AS ENTRY NO. 163354 ("PLAT 2A"), THE BOUNDARY OF WHICH IS MORE PARTICULARLY DEFINED BELOW.

EASEMENTS AS DEFINED AND DEPICTED ON PLAT 2A ON, OVER, UNDER, AND THROUGH LOTS D16, D17, D18, D19, D20, D21, D22, D23, D24, D25, D26, D27, D28, D29, D30, D31, D32, D33, D34, D35, D36, D37, D38, D39, AND D40; AND PARCEL 8.

**BOUNDARY OF PLAT 2A**

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

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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, 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, THROUGH 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

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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.

**PLAT 3A:**

COMMON AREA; OPEN SPACE H; AND ALL PRIVATE ROADS THAT ARE A PART OF WASATCH PEAKS RANCH PLAT 3A, PLACED OF RECORD WITH THE OFFICE OF THE MORGAN COUNTY RECORDER ON NOVEMBER 8, 2023, IN BOOK 404 AT PAGE 811 AS ENTRY NO. 164599 ("PLAT 3A"), THE BOUNDARY OF WHICH IS MORE PARTICULARLY DEFINED BELOW.

EASEMENTS AS DEFINED AND DEPICTED ON PLAT 3A ON, OVER, UNDER, AND THROUGH LOTS D41, D42, D43, D44, D45, D46, D47, D48, D49, D50, D51, D52, D53, D54, D55, D56, D58, D59, D60, F1, F2, G1, G2, G3, G4, AND G5; AND PARCELS 9, AND 10.

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

BEGINNING AT THE SOUTHEAST CORNER OF LOT D40 OF FINAL PLAT WASATCH PEAKS RANCH 2A, AS RECORDED ON MAY 1, 2023 IN BOOK 399 PAGE 1278 AS ENTRY NO. 163354, IN THE OFFICE OF THE MORGAN COUNTY RECORDER, SAID POINT ALSO BEING 3423.56 FEET NORTH 89°22'17" WEST AND 4832.63 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID NORTHEAST CORNER BEING A 3" ALUMINUM CAP MONUMENT SET BY THE MORGAN COUNTY SURVEYOR IN 2021 AND RUNNING THENCE SOUTH 29°55'24" EAST 372.70 FEET; THENCE SOUTH 25°42'36" EAST 386.08 FEET; THENCE SOUTH 11°33'04" EAST 802.46 FEET; THENCE NORTH 69°53'34" EAST 284.06 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE, ALONG THE SAID EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, SOUTH 00°05'48" WEST 1774.73 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14; THENCE, ALONG THE SAID NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, SOUTH 89°32'34" EAST 600.21 FEET; THENCE SOUTH 02°58'46" EAST 368.62 FEET; THENCE SOUTH 11°47'52" EAST 448.21 FEET; THENCE NORTH 79°24'15" EAST 392.93 FEET; THENCE SOUTH 26°49'59" EAST 175.76 FEET; THENCE SOUTHERLY 290.80 FEET ALONG THE ARC OF A 775.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21°29'56", CHORD BEARS SOUTH 16°05'01" EAST 289.10 FEET; THENCE SOUTH 05°20'03" EAST 145.13 FEET; THENCE SOUTHERLY 105.60 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 11°31'29", CHORD BEARS SOUTH 11°05'47" EAST 105.42 FEET; THENCE SOUTH 16°51'32" EAST 370.45 FEET; THENCE SOUTHERLY 345.34 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 41°39'20", CHORD BEARS SOUTH 03°58'08" WEST 337.78 FEET; THENCE SOUTH 24°47'48" WEST 99.76 FEET; THENCE SOUTH 75°32'25" WEST 544.34 FEET; THENCE NORTH 81°26'45" WEST 629.49 FEET; THENCE SOUTH 87°03'59" WEST 50.00 FEET; THENCE SOUTHWESTERLY 145.18 FEET ALONG THE ARC OF A 175.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 47°31'55", CHORD BEARS SOUTH 20°49'57" WEST 141.05 FEET; THENCE SOUTH 44°35'54" WEST 35.28

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FEET; THENCE SOUTHWESTERLY 36.85 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 16°53'35", CHORD BEARS SOUTH 53°02'42" WEST 36.72 FEET; THENCE SOUTH 61°29'29" WEST 384.86 FEET; THENCE NORTH 49°37'43" WEST 514.89 FEET; THENCE SOUTH 43°41'53" WEST 89.19 FEET; THENCE NORTH 16°06'15" WEST 1262.32 FEET; THENCE NORTH 52°49'05" EAST 620.52 FEET; THENCE NORTH 37°10'55" WEST 21.22 FEET; THENCE NORTHWESTERLY 100.87 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 12°10'00", CHORD BEARS NORTH 31°05'55" WEST 100.68 FEET; THENCE NORTH 25°00'55" WEST 83.15 FEET; THENCE NORTHWESTERLY 46.34 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°10'13", CHORD BEARS NORTH 29°06'01" WEST 46.30 FEET; THENCE NORTH 65°30'01" EAST 427.15 FEET; THENCE NORTHERLY 147.96 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17°50'51", CHORD BEARS NORTH 08°10'22" WEST 147.36 FEET; THENCE NORTH 17°05'47" WEST 109.03 FEET; THENCE SOUTH 72°54'13" WEST 555.32 FEET; THENCE NORTH 09°00'03" EAST 110.89 FEET; THENCE NORTH 61°33'31" EAST 242.04 FEET; THENCE NORTH 37°24'10" EAST 38.55 FEET; THENCE NORTH 08°00'10" EAST 185.47 FEET; THENCE NORTH 11°28'46" EAST 99.68 FEET; THENCE NORTH 25°01'19" EAST 56.33 FEET; THENCE NORTH 40°24'39" EAST 111.27 FEET; THENCE NORTHWESTERLY 13.26 FEET ALONG THE ARC OF A 225.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°22'32", CHORD BEARS NORTH 44°32'11" WEST 13.25 FEET; THENCE NORTH 46°13'27" WEST 52.41 FEET; THENCE SOUTH 26°32'51" WEST 42.70 FEET; THENCE SOUTH 43°56'49" WEST 74.15 FEET; THENCE SOUTH 62°06'06" WEST 24.04 FEET; THENCE SOUTH 78°48'24" WEST 15.58 FEET; THENCE NORTH 83°43'03" WEST 45.14 FEET; THENCE SOUTH 58°38'23" WEST 46.17 FEET; THENCE SOUTH 26°25'43" WEST 82.68 FEET; THENCE SOUTH 51°22'24" WEST 94.43 FEET; THENCE SOUTH 78°33'45" WEST 113.41 FEET; THENCE NORTH 61°06'55" WEST 140.34 FEET; THENCE NORTH 38°23'23" EAST 60.10 FEET; THENCE NORTH 30°03'00" EAST 58.96 FEET; THENCE NORTH 10°08'15" EAST 60.80 FEET; THENCE NORTH 23°07'30" EAST 59.87 FEET; THENCE NORTH 37°21'23" EAST 60.68 FEET; THENCE NORTH 32°48'30" EAST 60.85 FEET; THENCE NORTH 22°03'06" EAST 60.82 FEET; THENCE NORTH 15°47'51" EAST 61.06 FEET; THENCE NORTH 26°42'27" EAST 95.64 FEET; THENCE NORTH 06°16'13" WEST 70.33 FEET; THENCE NORTH 49°25'26" WEST 70.78 FEET; THENCE NORTH 73°24'33" WEST 75.82 FEET; THENCE NORTH 16°58'24" WEST 667.97 FEET; THENCE NORTH 22°09'10" WEST 306.22 FEET; THENCE NORTH 82°29'39" WEST 305.60 FEET; THENCE NORTH 17°14'17" WEST 133.34 FEET; THENCE NORTHEASTERLY 134.12 FEET ALONG THE ARC OF A 115.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 66°49'13", CHORD BEARS NORTH 16°10'19" EAST 126.64 FEET; THENCE NORTH 40°25'03" WEST 50.00 FEET; THENCE SOUTHWESTERLY 103.92 FEET ALONG THE ARC OF A 165.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 36°05'04", CHORD BEARS SOUTH 31°32'24" WEST 102.21 FEET; THENCE NORTH 69°25'32" WEST 241.99 FEET; THENCE NORTH 24°21'58" WEST 433.16 FEET TO THE BOUNDARY OF AFORESAID FINAL PLAT WASATCH PEAKS RANCH PLAT 2A; THENCE, ALONG SAID BOUNDARY OF FINAL PLAT WASATCH PEAKS RANCH PLAT 2A, THE FOLLOWING SIX (6) COURSES: (1) NORTH 68°48'32" EAST 678.94 FEET, (2) NORTH 44°21'02" EAST 50.00 FEET, (3) NORTHWESTERLY 15.08 FEET ALONG THE ARC OF A 225.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 3°50'24", CHORD BEARS NORTH 47°34'10" WEST 15.08 FEET, (4) NORTH 49°29'22" WEST 9.54 FEET, (5) NORTH 37°39'54" EAST 290.43 FEET, (6) NORTH 81°01'28" EAST 515.56 FEET TO THE POINT OF BEGINNING.

## EXHIBIT A, 9