

WHEN RECORDED MAIL TO:

Carley Herrick  
Wasatch Peaks Ranch  
36 South State Street, Suite 500  
Salt Lake City, Utah 84111

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Date 07-Jan-2026 09:45AM  
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Filed By: JM  
SHAUN ROSE, Recorder  
MORGAN COUNTY  
For: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
Recorded Electronically by Simplifile

## **EASEMENT AGREEMENT**

In Reference to Tax ID Number(s):

Parcel Nos.: 00-0095-0001; 00-0095-0002; 00-0095-0003; 00-0095-0004; 00-0095-0005; 00-0095-0006; 00-0095-0007; 00-0095-0008; 00-0095-0009; 00-0095-0010; 00-0095-0011; 00-0095-0012; 00-0095-0013; 00-0095-0014; 00-0095-0015; 00-0095-0016; 00-0095-0017; 00-0095-0018; 00-0095-0019; 00-0095-0020; 00-0095-0021; 00-0095-0022; 00-0095-0023; 00-0095-0024; 00-0095-0025; 00-0095-0026; 00-0095-0027; 00-0095-0028; 00-0095-0029; 00-0095-0030; 00-0095-0031; 00-0095-0032; 00-0095-0033; 00-0095-0034; 00-0095-0035; 00-0095-0036; 00-0095-0037; 00-0095-0038; 00-0095-0039; 00-0095-0040; 00-0095-0041; 00-0095-0042; 00-0095-0043

WHEN RECORDED, RETURN TO:

Carley Herrick  
 Wasatch Peaks Ranch  
 36 S. State Street, Suite 500  
 Salt Lake City, UT 84111

**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 WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT, a Utah public infrastructure district, its successors and assigns (“**District**”) 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, 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 (“**Lots**”), roads (“**Roads**”), and common areas and elements (“**Common Elements**”), as further indicated on and defined in that certain Final Plat Wasatch Peaks Ranch Plat 1, recorded in the Official Records of the Morgan County Recorder (“**Official Records**”), on May 3, 2022, as Entry No. 160852, in Book 391, Page 382 (“**Plat 1**”), Final Plat Wasatch Peak Ranch Plat 1, First Amendment, recorded in the Official Records on May 1, 2023, as Entry No. 163347, in Book 399, Page 1237 (“**Plat 1, 1st Amd.**”), Final Plat Wasatch Peaks Ranch Plat 2A, recorded in the Official Records on May 1, 2023, as Entry No. 163354, in Book 399, Page 1278 (“**Plat 2A**”), Wasatch Peaks Ranch North Village Condominium, Plat A, an Expandable Condominium Project, recorded in the Official Records on February 16, 2024, as Entry No. 165235, in Book 407, Page 4 (“**Condo Plat**”), Wasatch Peaks Ranch Plat 5, recorded in the Official Records on the May 15, 2024, as Entry No. 165876 in Book 409 at Page 1359 (“**Plat 5**”), Wasatch Peaks Ranch Plat 3C, recorded in the Official Records on the April 15, 2025, as Entry No. 168416 in Book 419 at Page 1282 (“**Plat 3C**”), and Wasatch Peaks Ranch Plat 6A, recorded in the Official Records on the January 5, 2026, as Entry No. 170721 in Book 428 at Page 1099 (“**Plat 6A**”) (collectively “**Plats**”), 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, in Book 391, Page 402, that certain First Supplemental Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023, as Entry No. 163348, in Book 399, Page 1242, that certain Second Supplemental Declaration and First Amendment to

Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 1, 2023, as Entry No. 163355, in Book 399, Page 1288, that certain Third Supplemental Declaration and Second Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on November 8, 2023, as Entry No. 164605, in Book 404, Page 853, that certain Fourth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on February 16, 2024, as Entry No. 165236, in Book 407, Page 15, that certain Fifth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on May 15, 2024, as Entry No. 165881, in Book 409, Page 1378, that certain Third Amendment to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on September 6, 2024, as Entry No. 166761, in Book 413, at Page 715, that certain Sixth Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on April 18, 2025, as Entry No. 168442, in Book 419, Page 1388, and that certain Seventh Supplemental Declaration to Master Declaration for Wasatch Peaks Ranch recorded in the Official Records on January 6, 2026, as Entry No. 170735, in Book 428, Page 1181 (collectively “Declaration”), as the same may be further supplemented and amended from time to time.

C. Wasatch Peaks Ranch, LLC, a Delaware limited liability company, recorded a Special Warranty Deed in the Official Records on May 1, 2023, as Entry No. 163350, in Book 399, Page 1258, covering the Plat 1 lands, Special Warranty Deed recorded in the Official Records on May 1, 2023, as Entry No. 163351, in Book 399, Page 1261, covering the Plat 1, 1st Amd. lands, Special Warranty Deed recorded in the Official Records on May 1, 2023, as Entry No. 163357, in Book 399, Page 1325, covering the Plat 2A lands, Special Warranty Deed recorded in the Official Records on February 16, 2024, as Entry 165239, in Book 407, Page 91, covering the Condo Plat lands, and Special Warranty Deed recorded in the Official Records on April 29, 2025, as Entry No. 168520, in Book 420, Page 523, covering the Plats 3C and 5 lands, and Special Warranty Deed recorded in the Official Records on January 6, 2026, as Entry No. 170737 in Book 428 Page 1196, covering the Plat 6A, wherein WPR conveyed the Open Space Areas, Roads, and Common Elements within those lands to Association.

D. 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.

E. District is a “Public Infrastructure District” formed in accordance with the Public Infrastructure District Act, Title 17D, Chapter 4, Utah Code Annotated 1953, as amended and relevant portions of the Limited Purpose Local Government Entities – Special Districts, Title 17B (collectively, the “Act”) and pursuant to Morgan County Resolution CR-23-04, 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 April 3, 2023, and recorded in the Official Records on April 26, 2023, as Entry No. 163323, in Book 399, Page 1084.

F. 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; 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**"). The District is not obligated to provide any ongoing operation or maintenance services.

G. It is in Association'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.

H. Subject to the terms and conditions set forth below, Association and District do now enter into this Agreement to create such access and use rights as District requires to fulfill its obligations as a public infrastructure 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 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, excepting the BAEs, as such are defined and depicted on the Plats ("**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. **Public Infrastructure 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 Plats ("**PI 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 PI Easement Area, and (b) use of the PI Easement Area for the purpose of providing the Services ("**PI Easement**", and collectively with the Common Easement, "**Easement**").

2.3. **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 without limitation the Easement Area.

3. **Conditions of Use.**

3.1. **Common Easement.** District may exercise its rights under this Agreement at any time so long as it provides seven (7) days' notice in writing to the underlying fee owner of the Common Easement Area 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. **Public Infrastructure Easement.** District may exercise its rights under this Agreement at any time so long as it provides seven (7) days' notice in writing to the underlying fee owner of the PI Easement Area prior to entry onto or use of any PI Easement Area ("PI Entry Notice"). Upon providing the PI Entry Notice, District has the right to exercise its rights under the PI 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 PI Entry Notice and may, without any notice whatsoever, enter upon the PI Easement Area at any time for so long as is reasonably necessary to address such exigent or emergency circumstances.

4. **Maintenance and Repair.** The District is not obligated to provide any ongoing operation or maintenance services.

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, its successors or assigns, of a relinquishment and release of easement or a quitclaim deed specifically conveying the Easement back to then-current fee owners of the Easement Area.

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

6.1. **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.

6.2. **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 Easement Area, or which otherwise negatively impact District's rights hereunder.

6.3. 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.

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 Association or any person lawfully or equitably claiming by, through or under Association, or as Association's successors in interest.

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

7. District's Covenants. District hereby covenants to Association 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 Association as an additional insured party. District hereby acknowledges and accepts that all risk of loss to any and all improvements currently owned by Association 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 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 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 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, without limitation, reasonable attorneys' fees (each, a "**Liability**"), arising out of or related to Association 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 Association Indemnified Party, or out of the gross negligence or willful misconduct of one or more Association Indemnified Party. The provisions of this Section 7.2 shall survive termination of this Agreement and any and all relinquishments and releases of the rights granted hereunder.

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 Association, Association'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 right, title, interest, duties, and obligations pursuant to and in compliance with 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 or upon the full release and relinquishment of the rights granted hereunder.

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 Association.

9.3. **No Association Right to Terminate.** It is expressly agreed that no breach of this Agreement shall entitle Association 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 Association 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 Association 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 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 South State Street, Suite 500  
Salt Lake City, Utah 84111

If to District: WPR Public Infrastructure 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, the benefits of which are which is personal to District and its qualified and legally valid successors and assigns forever. The burden of this Agreement and duties and obligations created hereunder run with and are appurtenant to each and all of the OSE Lots.

10.7. Crossing Agreements. Each party 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 Association shall not enter into any such Crossing Agreement with such unrelated third party without first 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. Association 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 Association’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 attorneys’ fees and costs (including, without limitation, attorneys’ 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.

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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Association has caused its corporate name to be hereunto affixed by its duly authorized officer this 5 day of January, 2026.

## ASSOCIATION:

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

By: Ed Schultz  
Name: Ed Schultz  
Title: Authorized Officer

STATE OF UTAH )  
COUNTY OF MORGAN )  
 ) SS.

The foregoing instrument was acknowledged before me on the 5 day of January, 2026, by Ed Schultz, as Authorized Officer of Wasatch Peaks Ranch Homeowners Association, Inc., a Utah nonprofit corporation.

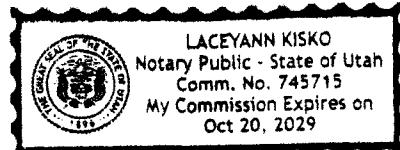
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## Notary Public

Residing at: SALT LAKE CITY, UT

My Commission Expires:

OCT 20, 2029



[Signature Page to 6A Easement Agreement (Public Infrastructure District)]

IN WITNESS WHEREOF, District has caused its corporate name to be hereunto affixed by its duly authorized officer this 5<sup>th</sup> day of January, 2026.

**DISTRICT:**

WASATCH PEAKS RANCH PUBLIC  
INFRASTRUCTURE DISTRICT,  
a Utah public infrastructure district

By:   
Name: Jenny Robinson  
Title: Trustee

STATE OF UTAH )  
 )  
COUNTY OF SALT LAKE )

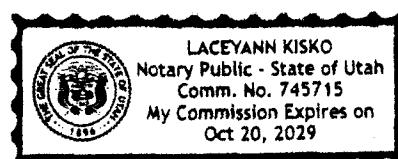
The foregoing instrument was acknowledged before me this 5 day of January 2026, by Jenny Robinson, as Trustee of WASATCH PEAKS RANCH PUBLIC INFRASTRUCTURE DISTRICT, a Utah public infrastructure district.

Notary Public

Residing at: SALT LAKE CITY, UT

### My Commission Expires:

OCT 20, 2029



*[Signature Page to 6A Easement Agreement (Public Infrastructure District)]*

**EXHIBIT A****Legal Description of the Property****BOUNDARY DESCRIPTION WASATCH PEAKS RANCH PLAT 6A**

All of Wasatch Peaks Ranch Plat 6A recorded in the Morgan County, Utah records on January 5, 2026, as Entry No. 170721 in Book 428 at Page 1099 in the official records of the Morgan County Recorder's Office, Morgan County, Utah more particularly described as follows:

A PARCEL OF LAND LYING AND SITUATED IN THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 1 EAST AND THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING EAST LINE OF PEAKS VIEW DRIVE AND THE NORTH LINE OF WASATCH PEAKS RANCH PLAT 5, RECORDED MAY 15, 2024 AS ENTRY NO. 165876 IN BOOK 409 ON PAGES 1359-1370 IN THE MORGAN COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 00°27'24" WEST 2189.29 FEET AND WEST 3497.15 FEET FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (1952 BLM BRASS CAP MONUMENT) AND RUNNING THENCE, ALONG SAID NORTH LINE OF WASATCH PEAKS RANCH PLAT 5 THE FOLLOWING FIVE (5) COURSES: 1) SOUTH 84°48'12" WEST 50.00 FEET, 2) NORTH 80°18'00" WEST 437.48 FEET, 3) SOUTH 26°56'09" WEST 70.06 FEET, 4) SOUTH 67°49'41" WEST 159.20 FEET, 5) SOUTH 62°32'50" WEST 163.95 FEET; THENCE NORTH 54°52'00" WEST 233.81 FEET; THENCE NORTH 28°55'19" EAST 79.42 FEET; THENCE NORTH 15°07'14" EAST 129.36 FEET; THENCE NORTH 04°10'06" EAST 119.44 FEET; THENCE NORTH 05°57'48" WEST 74.91 FEET; THENCE NORTH 09°56'43" WEST 69.32 FEET; THENCE NORTH 13°10'12" WEST 215.21 FEET; THENCE NORTH 20°25'43" WEST 119.18 FEET; THENCE NORTH 07°49'34" WEST 119.24 FEET; THENCE NORTH 00°15'57" WEST 49.16 FEET; THENCE NORTH 09°55'05" EAST 58.44 FEET; THENCE NORTH 48°30'32" EAST 32.36 FEET; THENCE NORTH 40°06'40" WEST 60.47 FEET; THENCE NORTHWESTERLY 172.61 FEET ALONG THE ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 20°49'15", CHORD BEARS NORTH 29°42'03" WEST 171.66 FEET; THENCE NORTHWESTERLY 32.13 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 92°02'49", CHORD BEARS NORTH 65°18'49" WEST 28.78 FEET; THENCE SOUTH 68°39'46" WEST 86.58 FEET; THENCE SOUTHWESTERLY 104.25 FEET ALONG THE ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 47°47'10", CHORD BEARS SOUTH 44°46'11" WEST 101.26 FEET; THENCE NORTH 69°07'23" WEST 50.00 FEET; THENCE NORTH 66°10'48" WEST 343.06 FEET; THENCE NORTH 36°48'14" WEST 365.71 FEET; THENCE NORTH 87°38'22" WEST 300.00 FEET; THENCE NORTH 03°15'46" EAST 674.18 FEET; THENCE NORTH 23°00'54" WEST 169.82 FEET; THENCE NORTH 28°00'01" EAST 515.28 FEET; THENCE NORTH 28°47'41" EAST 781.31 FEET; THENCE SOUTH 58°50'08" EAST 409.29 FEET; THENCE SOUTH 66°42'03" EAST 202.52 FEET; THENCE SOUTH 06°20'46" WEST 156.43 FEET; THENCE EASTERLY 300.14 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 32°45'23", CHORD BEARS SOUTH 72°18'34" EAST 296.07 FEET; THENCE SOUTH 55°55'53" EAST 195.40 FEET; THENCE EASTERLY 74.26 FEET ALONG THE ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 56°43'45", CHORD BEARS SOUTH 84°17'45" EAST 71.26 FEET; THENCE NORTHERLY 33.44 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS

COMPOUND CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 95°47'56", CHORD BEARS NORTH 19°26'24" EAST 29.68 FEET; THENCE NORTH 29°20'31" WEST 21.25 FEET; THENCE NORTH 59°46'33" EAST 50.00 FEET; THENCE SOUTHERLY 374.32 FEET ALONG THE ARC OF A 740.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 28°58'58", CHORD BEARS SOUTH 15°43'58" EAST 370.35 FEET; THENCE SOUTH 01°14'29" EAST 485.33 FEET; THENCE SOUTHERLY 196.35 FEET ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45°00'03", CHORD BEARS SOUTH 23°44'30" EAST 191.34 FEET; THENCE SOUTH 46°14'32" EAST 65.24 FEET; THENCE SOUTHERLY 89.75 FEET ALONG THE ARC OF A 325.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°52'25", CHORD BEARS SOUTH 38°18'19" EAST 89.75 FEET; THENCE EASTERLY 28.80 FEET ALONG THE ARC OF A 20.00 FOOT RADIUS REVERSE CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 82°30'19", CHORD BEARS SOUTH 71°37'17" EAST 26.38 FEET; THENCE SOUTH 22°52'26" EAST 50.00 FEET; THENCE SOUTHERLY 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 SOUTH 25°52'24" WEST 26.38 FEET; THENCE 56.97 FEET ALONG THE ARC OF A 325.00 FOOT REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°02'35", CHORD BEARS SOUTH 10°21'28" EAST 56.89 FEET; THENCE SOUTH 05°20'10" EAST 52.07 FEET; THENCE SOUTHERLY 64.05 FEET ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 06°59'26", CHORD BEARS SOUTH 01°50'27" EAST 64.01 FEET; THENCE SOUTH 01°39'16" WEST 52.96 FEET; THENCE SOUTHERLY 89.11 FEET ALONG THE ARC OF A 425.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 12°00'50", CHORD BEARS SOUTH 04°21'09" EAST 88.95 FEET; THENCE SOUTH 10°21'34" EAST 114.97 FEET; THENCE SOUTHERLY 124.58 FEET ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 19°02'03", CHORD BEARS SOUTH 19°52'35" EAST 124.01 FEET; THENCE SOUTH 29°23'37" EAST 62.98 FEET; THENCE SOUTHERLY 116.25 FEET ALONG THE ARC OF A 425.0 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°40'18", CHORD BEARS SOUTH 21°33'27" EAST 115.89 FEET; THENCE SOUTH 13°43'18" EAST 81.71 FEET; THENCE SOUTHERLY 86.73 FEET ALONG THE ARC OF A 975.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 05°05'47", CHORD BEARS SOUTH 16°16'12" EAST 86.70 FEET; THENCE SOUTH 18°49'06" EAST 153.67 FEET; THENCE SOUTHERLY 67.25 FEET ALONG THE ARC OF A 575.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 06°42'05", CHORD BEARS SOUTH 22°10'08" EAST 67.21 FEET; THENCE SOUTH 25°31'10" EAST 129.15 FEET; THENCE SOUTHERLY 260.04 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS REVERSE CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 54°10'42", CHORD BEARS SOUTH 01°34'11" WEST 250.46 FEET; THENCE SOUTH 28°39'32" WEST 195.45 FEET; THENCE SOUTHERLY 162.49 FEET ALONG THE ARC OF A 275.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 33°51'20", CHORD BEARS SOUTH 11°43'52" WEST 160.14 FEET.

Parcel Nos.: 00-0095-0001; 00-0095-0002; 00-0095-0003; 00-0095-0004; 00-0095-0005; 00-0095-0006; 00-0095-0007; 00-0095-0008; 00-0095-0009; 00-0095-0010; 00-0095-0011; 00-0095-0012; 00-0095-0013; 00-0095-0014; 00-0095-0015; 00-0095-0016; 00-0095-0017; 00-0095-0018; 00-0095-0019; 00-0095-0020; 00-0095-0021; 00-0095-0022; 00-0095-0023; 00-0095-0024; 00-0095-0025; 00-0095-0026; 00-0095-0027; 00-0095-0028; 00-0095-0029; 00-0095-0030; 00-0095-0031; 00-0095-0032; 00-0095-0033; 00-0095-0034; 00-0095-0035; 00-0095-0036; 00-0095-0037; 00-0095-0038; 00-0095-0039; 00-0095-0040; 00-0095-0041; 00-0095-0042; 00-0095-0043

**Less and excepting any and all "Building Activity Envelopes" as such may be depicted on current or future plats subdividing any portion of the PI Easement Area into lots to be separately conveyed to individual owners and recorded in the official records of the Morgan County Recorder's Office, Morgan County, Utah.**