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Amended Restrictive Covenants Page 1 of 14
Russell Shirts Washington County Recorder
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By ENCE BROS. CONSTRUCTION

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND RESERVATION OF EASEMENTS FOR
TREASURE VALLEY**

Ence Bros. Construction, Inc., a Utah corporation, hereinafter referred to as the "Declarant" does hereby amend, modify and clarify certain provisions of the Amended Covenants as referred to herein, by operation of an assignment of the rights of declarancy, as recorded at Washington County Recorder on April 15, 2010, and pursuant to its authority as granted in Article 14 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Treasure Valley (herein referred to as "Amended Covenants"), which Amended Covenants were recorded June 29, 2010, as Entry No. 20100021284, in the records of the Washington County Recorder, affecting the real property located in Washington County, Utah, and as described and set forth on Exhibit "A" and Exhibit "B" hereto, which Exhibits are incorporated herein by this reference.

Recitals to the Second Amendment

1, The development and improvement of Treasure Valley Subdivision prior to June 29, 2010, was such as to create Common Area Park Strips fronting and adjoining Lots within Treasure Valley Phases, as annexed. The intent of such development and improvements, at the time, was that the Association would be responsible for the installation and on-going maintenance of the landscaping and condition of such Park Strips.

The Initial Developer/Declarant undertook to provide construction of such Park Strips as part of Phase 1 development, together with appropriate landscaping and watering system therein. Accordingly, all Park Strips, adjoining or adjacent to Phase 1 Lots, prior to construction of the building of a home on said Phase 1 Lots, were completed as Common Area elements as embraced by the City-approved Preliminary Plat for Treasure Valley and the following recordation of the original Declaration thereof on November 24, 2009.

In April 2010, the Original Developer/Declarant assigned its rights of declarancy to Ence Bros. Construction, Inc.. Subsequent to such assignment, Ence Bros. Construction, Inc., as Declarant, recorded the Amended Covenants, as referenced above.

At the time of such recordation of the Amended Covenants, the Declarant determined that the continuation of Common Area Park Strips as had been designed, installed and were being maintained by the Association would be an element of Common Area of Treasure Valley that would require a change of design, procedure, installation, and ongoing maintenance could not and should not be undertaken in a similar manner for Phases 2 through 5, as annexed.

An effort was made by the Declarant to facilitate such a change relative to the Association's responsibility relative to Park Strips in Phases 2 through 5, as annexed. Notwithstanding provisions set forth in the Amended Covenants, further experience and study with regard to maintenance of the Phase 1 Common Area Park Strips has revealed that an additional change in how Phase 1 Common Area Park Strips are to be maintained by the

Association, and at what cost, and with whom the responsibility should rest.

Such maintenance experience has brought to consideration by the Declarant and the Board that Phase 1 of Treasure Valley Subdivision Common Area Park Strips must and shall be administered and maintained after a manner and provisions which shall be different from such Park Strip(s) Areas located in Phase 2, 3, 4, and 5, as annexed, in keeping with the changes, modifications, and amendments of this Second Amendment.

2. With the recordation of the Amended Covenants on June 29, 2010, the Declarant sets forth provisions in said Amended Covenants to disclose the possibility that Park Strip Common Areas included within Phase 1 or adjacent/adjoining Phase 1 Lots might be and could be, by action of the Board, administered differently from the Park Strip Common Areas of all Lots in Phases 2, 3, 4, and 5, as annexed, under provisions of the Amended Covenants.

As of the recordation date of the Amended Covenants, June 29, 2010, Declarant was unable to procure sufficient, detailed data to support the potentiality that Phase 1 Lots might be and should be administered differently from Lots in Phases 2, 3, 4, and 5, as annexed.

Since said date of recordation, Declarant has obtained, through its selected management company, Community Association Management, historical data sufficient for the Board to conclude that Phase 1 Lots should be administered differently from the administration of Lots in Phases 2, 3, 4, and 5, as annexed.

While the historical data will continue through an analysis period to include the entirety of calendar year 2011, the early indication of data collected and analyzed prior to July 2011, strongly supports the premise that Phase 1 Lots should be administered differently from Lots in Phases 2, 3, 4, and 5, as annexed.

Accordingly, with respect to those provisions outlined in this Second Amendment, Phase 1 Lots shall hereafter be administered in a manner different from Lots in Phases 2, 3, 4, and 5, as annexed.

3. Inasmuch as the collection of data relative to the operation of the Park Strip Common Areas of Phase 1 Lots is still in process and will be throughout 2011, the Annual Assessment Fee, as set forth in this Second Amendment, may, by action of the Declarant or Board, be modified for calendar year 2012, and thereafter, as may be indicated by the collection and analysis of data pertaining to Phase 1 Common Area operational maintenance costs.

4. In consideration of arriving at the determination that Phase 1 Park Strip Common Areas shall be administered under provisions of the Amended Covenants and its Amendments, the Declarant has carefully weighed the possibility of retro-fitting all Phase 1 Lot Park Strip Common Areas to be constructed similar in design, installation, layout and function as is set forth relative to all Lots in Phases 2 through 5, as annexed (as detailed in the Amended Covenants and in this Second Amendment). The Declarant determined that the retro-fitting cost, per Phase 1 Lot, would be such as to be prohibitive for each Phase 1 Lot Owner to undertake. Accordingly, retro-fitting of the Phase 1 Park Strip Common Areas improvements to be consistent with the design, installation layout and function as to all Lots in Phases 2 through 5, as annexed, has been concluded as a non-feasible solution.

5. These Recitals shall be deemed covenants as well as recitals.

NOW, THEREFORE, the Declarant hereby modifies, changes and amends the Amended Covenants according to the follow provisions.

- I. **Article VI, COVENANT FOR ASSESSMENT, Section 6.4, Basis and Maximum of Annual Assessments**, is hereby amended to replace said Section 6.4 in the Amended Covenants with language which shall read as follows:

The Title to Article VI shall be modified to read as follows:

Article VI, Covenant for Assessment, Section 6.4 Maximum Annual Base Fee, Annual Assessment Fee.

For purposes of this Article, among others, the following definitions are provided:

A. **Maximum Annual Base Fee**: Maximum Annual Base Fee shall mean and refer to the maximum amount of Annual Assessment which may be levied by the Association in any given calendar year. The Maximum Annual Base Fee is meant to be a guide as well as to establish a ceiling, above which, for a given calendar year, the Annual Assessment Fee shall not be set by the Board in an amount greater than the then-current Base Fee in effect.

B. **Annual Assessment Fee**: Annual Assessment Fee shall mean and refer to the actual Annual Assessment Fee, as calculated by budgetary process and as levied by the Association against each Lot within Treasure Valley Subdivision, according to provisions as set forth in this Second Amendment. The Annual Assessment Fee shall be levied according to the Board's budget calculations for a given calendar year. The Annual Assessment Fee need not be equal in amount to the Maximum Annual Base Fee, as calculated and set by the Board for the current budget year, as described in this amended Section; however, in no case shall the Annual Assessment Fee exceed the current-year calculation of the Maximum Annual Base Fee.

6.4 **Maximum Annual Base Fee - Phase 1 Lots**: Effective July 1, 2011, the Maximum Annual Base Fee for each Phase 1 Lot shall be Six Hundred Dollars (\$600.00)

Maximum Annual Base Fee - Phase 2, 3, 4, and 5 Lots, as annexed: Effective July 1, 2011, the Base Fee shall be Two Hundred Fifty Dollars (\$250.00) per each Lot in Phases 2, 3, 4 and 5, as annexed, (See Article VI, Section 6.8, as amended herein, for further information regarding explanation as to the difference in the Base Fee for Phase 1 Lots versus Lots in Phases 2 through 5, as annexed.

From and after July 1, 2011, the Maximum Annual Base Fee, as said Fee shall apply to a given Phase within Treasure Valley Subdivision, as set forth herein, may be increased each budget year by Board action, and for each subsequent year thereafter, by not more than twenty-five percent (25%) above the Base Fee calculation for the previous budget year, whether or not applied or invoked by the Board's budgetary actions in any given year. Such Board action to increase the Maximum Annual Base Fee level shall be valid without a vote of the membership. The actual yearly/monthly Annual Assessment Fee, as levied by budgetary action of the Board against each Lot may not exceed the amount of the then-current Maximum Annual Base Fee pertaining to a given Phase as set forth herein, but may, by determination of the Board, be less than permitted by the then-current Maximum Annual Base Fee level, as per Phase application

herein set forth.

NOTE OF CLARIFICATION: The "25%" set forth in the forgoing paragraph only applies to the calculation of determining possible increase to the Maximum Annual Base Fee for any given budget/calendar year. The "25%" shall not be interpreted to represent a maximum increase to the Annual Assessment Fee; that is to say, in any given budget-year the Annual Assessment Fee may increase by an amount greater than 25%, according to calculations of the budgetary process; the only restriction with regard to an increase in the Annual Assessment Fee from one year to the next is that said Annual Assessment Fee shall not result in an Annual Assessment Fee greater than the then-current Maximum Annual Base Fee, as calculated for the current budget/calendar year, as calculated and placed in effect by action of the Board.

The intent of the Maximum Annual Base Fee amount (as pertaining to Phase 1 and Phases 2-5, as set forth herein) possibly being different from, or greater than, the actual Annual Assessment Fee as levied by Board budget-action is to make provision for the Association to meet the expenses of unforeseen economic, governmental, and occurrences of nature, among others, which may impact the Subdivision and require additional assessment levy to allow for the budgetary handling of such unexpected occurrences, if any.

Accordingly, the Board of Trustees shall fix the Annual Assessment Fee, as pertains to Lots within Phases of Treasure Valley, as set forth in this Second Amendment, at an amount not to exceed the Maximum Annual Base Fee as calculated for the given budget-year.

II. **Article VI, COVENANT FOR ASSESSMENT, Section 6.8, Uniform Rate of Assessment**, is hereby amended to replace said Section 6.8 in the Amended Covenants with language as follows:

6.8 Rate of Assessment. Capitalization Assessments, Lot Transfer Assessments and Special Assessments imposed pursuant to Sections 6.3, 6.4, 6.5 and 6.6, among others of the Amended Covenants, shall be assessed against all Owners/Lot Owners on a pro-rata basis in equal amounts, regardless of Dwelling or Lot size, or location of a Lot within any Phase of Treasure Valley.

Annual Assessment Fees, on the other hand, shall be assessed and levied on the basis of the location of a Lot within Treasure Valley Subdivision, as per the following guidelines and explanation.

1. Phase 1 Lots: Inasmuch as all Phase 1 Lots of Treasure Valley, as part of their initial development construction, as approved by Washington City, were improved under conditions where adjoining and adjacent Park Strip were located within Treasure Valley Common Area boundaries, and under such conditions of development that the initial intent for Phase 1 Lots was that the adjoining and adjacent Park Strip Areas fronting all Phase 1 Lots would be a Common Area responsibility of the Association. Accordingly, all Phase 1 Park Strip Common Areas were, prior to recordation of the Final Plat thereof, constructed and improved to include and provide the following improvements:

- A. a Park Strip Common Area watering system of pipes, satellite sprinkler clock and valves and heads;
- B. a Park Strip Common Area electric meter to provide power to the sprinkling system clock and valves;
- C. the ongoing availability of water and electricity to maintain growth of the Park Strips Common Area; and

D. the ongoing maintenance of the Park Strips landscaping, including mowing, weeding, etc., and its related watering system; said maintenance shall include replacement of sod and trees as may be required from time to time.

2. Phase 2, 3, 4, and 5 Lots, as annexed: Pursuant to the Amended Covenants, the initial, City-approved development design concept as exists with regard to all Phase 1 Lots was studied, evaluated and determined by the Declarant and Board to not be in the best interest of Treasure Valley Subdivision to continue in use and application in the same manner as initially embraced by Phase 1 Lots design and development.

Accordingly, based on sufficient and informed analysis of maintenance cost data experienced by the Association, the Declarant and Board acted, by virtue of the Amended Covenants, to place the responsibility for planting and maintenance of the Park Strip Common Areas in said Phases, as annexed, with each Lot Owner.

Therefore, Lot Owners within Phases 2 through 5, as annexed, shall be responsible, according to the Amended Covenants and this Second Amendment for the following:

A. as part of the building of a home on a given Lot in such Phase(s), at the sole expense of the Lot Owner, the Owner will provide an automatic, electric watering system connected to the Owner's primary sprinkling system, as required for such Lot, inclusive of pipe distribution system, sprinkler valves and heads, and water source;

B. as part of the building of a home on a given Lot in such Phase(s), at the sole expense of the Owner, the Owner will install landscaping in the Park Strip Area(s) adjacent or adjoining Owner's Lot, to include sod and trees, as required or approved by the Association, as part of the Owner's front yard landscape requirement under the Amended Covenants; and

C. the Owner of a given Lot in such Phase(s) shall be responsible, at the sole expense of the Owner, for the timely, regular, consistent maintenance of said Park Strip Area(s) landscaping, including, as necessary from time to time, replacement of sod or tree landscaping and sprinkling system piping, valves, and sprinkler heads, all in keeping with Association Guidelines and policies regarding same.

3. Explanation Regarding Variation in the Amount of Annual Assessment Fee Level for Phase 1 Lots As Compared to Lots in Phases 2,3,4, and 5, as annexed:

In consideration of the *differences affecting the levy of Annual Assessment*, as set forth in Article VI, Sections 6.8.1 and 6.8.2 of the Amended Covenants, and as herein amended, it shall be necessary for the Board to levy the Annual Assessment Fee for Phase 1 Lots in an amount different from and greater than the Annual Assessment Fee levied as a result of Board action with regard to Lots in Phases 2 through 5, as annexed.

Effective July 1, 2011, for the balance of Budget-Year 2011, the Annual Assessment Fee, as budgeted by the Board to embrace the *differences affecting such levies of Annual Assessment Fee*, the Annual/ Monthly Assessment Fee for the Treasure Valley Lots in their various Phases shall be as follows:

1. <u>Phase 1 Lots:</u>		
	Annual Assessment Fee	336.00
	Monthly Assessment Fee	28.00
2. <u>Phase 2,3,4, and 5, as annexed:</u>		
	Annual Assessment Fee	180.00
	Monthly Assessment Fee	15.00

The levels of Annual Assessment as stated above shall be subject to increase (or decrease) by action of the Board in its Annual Budgetary Assessment process for 2012, in keeping with provisions of the Amended Covenants Article 6.4, and amendments thereto as herein set forth. (See Article 6.4 as amended herein, "Note of Clarification.")

For purposes of additional clarification, the difference in the level of Annual Assessment Fee, as set forth foregoing, is found in one single fact and premise:

All Phase 1 Lot Park Strip Common Areas and landscaping and landscape infrastructure thereof are an expense of maintenance to be borne by the Association due to the City-approved design and development of Phase 1 Park Strip Common Areas, while the Park Strip Common Area landscaping and infrastructure for all Lots in Phases 2,3,4, and 5, as annexed, are an expense to individual Lot Owners, not to the Association. Accordingly, the cost to the Association of providing maintenance of the Phase 1 Park Strip Common Areas, as initially installed during the development construction of Phase 1, must be borne by those Owners whose Phase 1 Lots adjoin or are adjacent to such Phase 1 Park Strip Common Areas.

NOTWITHSTANDING THE PROVISION FOR EQUAL, PRO RATA ASSESSMENTS AS SET FORTH IN ARTICLE VI OF THE AMENDED COVENANTS, THE ADDITIONAL MAXIMUM BASE FEE AND ANNUAL ASSESSMENT FEE AMOUNTS, AS CLARIFIED AND SET FORTH IN THIS SECOND AMENDMENT, AS LEVIED OR SET BY ACTION OF THE BOARD IN ITS ACTIONS TO COVER THE COSTS OF ASSOCIATION MAINTENANCE OF THE PHASE 1 PARK STRIP COMMON AREA LANDSCAPING AND RELATED INFRASTRUCTURE, AS HEREIN DESCRIBED, SHALL NOT BE INTERPRETED AS BEING IN CONFLICT WITH ARTICLE VI OF THE AMENDED COVENANTS AS PREVIOUSLY RENDERED NOR AS MODIFIED HEREIN.

Notwithstanding the *differences* in Annual Assessment Fees between Phase 1 and Phase 2-5 (as annexed), as set forth herein, all other assessments, as may be levied from time to time, according to the Amended Covenants, shall be on a pro-rata, equal basis, regardless in which Phase a Lot may be located.

Sections 6.1 through 6.3, 6.5, 6.6, 6.7, and 6.9 through 6.15 of the Amended Covenants shall remain unchanged.

III. **Article IX, MAINTENANCE AND REPAIR OBLIGATION, Section 9.1 Maintenance by Owner and Section 9.2 Operation and Maintenance by Association of Common Areas; Maintenance of Park Strips and Sidewalks**, are hereby amended to replace said Sections in the Amended Covenants with language which shall read as follows:

ARTICLE IX
MAINTENANCE AND REPAIR OBLIGATION

9.1 Maintenance by Owner. An Owner shall not commit any act which shall detract from the appearance of the Dwelling Unit or yard areas of the Home or the Park Strips adjoining or adjacent to any portion of a Lot.

1. Phase 1 Lots: With regard to Park Strip Common Areas adjoining and/or adjacent to any given Phase 1 Lot, the Association shall be responsible for the full maintenance, upkeep, repair, replacement, replanting, etc., of the landscaped Park Strip Areas. Lot Owners whose Lots adjoin or are adjacent to such Phase 1 Park Strips, shall not be obligated nor shall undertake routine or repair maintenance of such Park Strip Common Areas. Unacceptable maintenance concerns regarding such Phase 1 Park Strip improvements shall be reported by Lot Owners to the Association for remedy. In the event, a Phase 1 Lot Owner elects to undertake maintenance of any kind within a Park Strip Area(s) which undertaking results in damage to the Park Strip Area(s) or its infrastructure improvements, said Lot Owner shall be fully responsible for the cost of repair and replacement of such components as may be damaged by a Lot Owner's action(s). Notwithstanding, the obligation for physical maintenance of the Phase 1 Park Strip Common Area(s) shall belong to the Association, as outlined elsewhere in this Second Amendment. The cost of such Association Maintenance shall be a cost to be borne solely by a Phase 1 Lot Owner whose Lot is adjacent and/or adjoins any Phase 1 Park Strip Common Areas; the levy of such costs shall be reflected as part of the Phase 1 Annual Assessment Fee, as set forth herein.

The cost to the Association to maintain the Phase 1 Park Strip Common Areas, as herein set forth, shall be considered a Park Strip Common Area cost element to be distributed equally among all Phase 1 Lot Owners as part of the Phase 1 Annual Assessment Fee, notwithstanding that some Phase 1 Lots (i.e., corner lots) adjoin or are adjacent to more than one Phase 1 Park Strip.

While the Association is responsible for the maintenance of the Park Strip Common Areas of Phase 1, individual Lot Owners shall be responsible to care for and maintain their Lots in keeping with Association Guidelines, Rules, and Policies.

2. Phases 2 through 5, as annexed: Each Owner of a Lot in Phases 2 through 5, as annexed, shall be solely responsible for the work and cost to maintain Phase 2 Park Strip Common Areas, including mowing, weeding, fertilizing, irrigation, repair, and replacement of the various components of the Park Strip Common Area adjoining or adjacent to an Owner's Lot.

These responsibilities with regard to Lots in Phases 2 through 5, as annexed, without further Amendment to the Amended Covenants, shall not belong to or be an obligation upon the Association in any degree.

Owners of Lots in Phase 2 through 5, as annexed, in addition to the obligation to perform ongoing and timely maintenance of Park Strip improvements, shall be solely responsible for full installation of such Park Strip Area(s) improvements, as defined by action of the Board. Such responsibility shall include, among other maintenance considerations, the providing of a full,

automatic irrigation system, the planting of sod and trees in the Park Strip area(s), and the ongoing maintenance of the plant materials including repair or replacement of such improvements, as may be required from time to time. All Park Strip landscaping shall be in keeping with current policies of the Board. Accordingly, the Association shall not provide any improvements or ongoing maintenance of Park Strip Areas in Phases 2 through 5, as annexed.

The remaining portion of Section 9.1 beginning with the words "Owner shall timely..." shall remain unchanged.

9.2 Operation and Maintenance by Association of Common Areas: Maintenance of Park Strips and Sidewalks. The Association, by its duly delegated representative, shall provide for maintenance and operation of the Common Areas, except as provided in the Amended Covenants and this Second Amendment.

Installation and maintenance of Park Strip Common Areas in Phase 1 shall be undertaken solely by the Association.

Installation and maintenance of Park Strip Area(s) adjacent or adjoining an Owner's Lot in Phases 2 through 5, as annexed, shall be the sole responsibility of the Lot Owner whose Lot is adjacent to or adjoins such Park Strip Area(s), which installation and maintenance shall include the installation of an automatic watering distribution system, planting of sod and trees, and timely, routine maintenance of the Park Strip landscaping as installed, in keeping with policy guidelines of the Board.

9.2.1 Sidewalks - All Phases, as annexed: All sidewalks adjoining a Lot are the sole responsibility of the Lot Owner to maintain and keep in repair and condition in order to assure safe use thereof; the Association shall have no responsibility in such maintenance or repair, or in the cost thereof.

9.2.2 Park Strips - All Phases, as annexed: Notwithstanding Park Strips are recognized as Common Areas, and notwithstanding the provisions regarding Park Strips shall vary between Phase 1 and Phases 2-5, as annexed, certain distinguishing provisions apply between said Phasing, according to provisions set forth in Article VI, Section 6.8, as amended hereby.

Article VI, Sections 6.4 and 6.8, as amended herein, provide for a difference in the Annual Assessment Fee as levied between the two groups of Phases (i.e., Phase 1 and Phases 2-5, as annexed). The additional Annual Assessment Fee for Phase 1 Lots is explained in Section 6.8; in summary, the higher Annual Assessment Fee for Phase 1 Lots is due to the fact that the Association is providing full maintenance of all Phase 1 Park Strip Common Area improvements, including mowing, weeding, the maintenance of an irrigation system, an electrical system to operate the clock and satellite valves, and water for the irrigation-maintenance, repair and replacement of landscape components, among others, of the Park Strip Area landscaping.

In contrast, for reasons set forth herein, as regards Phases 2-5, as annexed, the Association is not obligated to maintain the Park Strip Common Areas, as the responsibilities of such maintenance fall to individual Lot Owners in those Phases. (See Section Article VI, Section 6.8 hereof as amended.)

When construction of a home on a Lot is complete, as evidenced by a Certificate of Occupancy and/or occupancy occurs, each Phase 2-5 Lot Owner (as annexed) shall assume the responsibility of landscape maintenance, as described in this Second Amendment, of the

Exhibit "A"
Phase 1 Legal Description; Parcel ID No. W-TREA-1-ALL LOTS

BEGINNING AT A POINT WHICH LIES NORTH 00°48'35" EAST 1327.21 FEET ALONG THE SECTION LINE, SOUTH 89°16'01" EAST 1174.52 FEET ALONG THE NORTH SIXTEENTH LINE AND SOUTH 00°43'59" WEST 24.76 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°16'01" EAST 681.12 FEET; THENCE SOUTH 00°55'50" WEST 100.25 FEET; THENCE NORTH 89°16'01" WEST 38.33 FEET; THENCE SOUTH 00°55'50" WEST 100.00 FEET; THENCE SOUTH 89°16'01" EAST 55.42 FEET; THENCE SOUTH 00°43'59" WEST 50.00 FEET ALONG A RADIAL LINE TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 00°43'59" WEST; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 281.77 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE SOUTH 00°43'59" WEST 58.00 FEET; THENCE NORTH 89°16'01" WEST 0.34 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 0.31 FEET; THENCE NORTH 89°04'10" WEST 50.00 FEET ALONG A RADIAL LINE TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 89°04'10" WEST; THENCE NORTHWESTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 140.00 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 0.31 FEET; THENCE NORTH 89°04'10" WEST 50.00 FEET ALONG A RADIAL LINE TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 89°04'10" WEST; THENCE NORTHWESTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 170.02 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 39.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE NORTH 89°04'10" WEST 66.00 FEET; THENCE NORTH 00°55'50" EAST 3.60 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 39.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 169.95 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 257.46 FEET; THENCE NORTH 89°04'10" WEST 50.00 FEET; THENCE NORTH 89°16'01" WEST 363.57 FEET; THENCE NORTH 00°52'13" EAST 552.99 FEET; THENCE SOUTH 89°16'01" EAST 364.16 FEET; THENCE SOUTH 89°04'10" EAST 50.00 FEET; THENCE SOUTH 00°55'50" WEST 205.53 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE SOUTH 89°16'01" EAST 97.45 FEET; THENCE NORTH 00°55'50" EAST 79.90 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 23.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 4.95 FEET; THENCE NORTH 00°55'50" EAST 84.69 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 23.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE NORTH 00°43'59" EAST 20.00 FEET; THENCE SOUTH 89°16'01" EAST 0.17 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY 23.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE NORTH 00°55'50" EAST 346.38 FEET TO THE POINT OF BEGINNING.

Exhibit "A" Continued
Phase 2 Legal Description; Parcel ID No. W-TREA-2-ALL LOTS

BOUNDARY DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF TREASURE VALLEY - PHASE 1, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT LIES NORTH 00°48'35" EAST 1327.21 FEET ALONG THE SECTION LINE, SOUTH 89°16'01" EAST 1855.64 FEET ALONG THE NORTH SIXTEENTH LINE, AND SOUTH 00°43'59" WEST 24.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE LEAVING THE BOUNDARY OF SAID PHASE 1 SOUTH 89°16'01" EAST 740.69 FEET; THENCE SOUTH 01°02'47" WEST 183.98 FEET TO A POINT ON THE ARC OF A 50.00 FOOT RADIUS NON TANGENT CURVE CONCAVE WESTERLY, THE RADIUS POINT OF WHICH LIES SOUTH 35°08'08" WEST; THENCE SOUTHERLY 92.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 105°56'20" TO THE POINT OF REVERSE CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 17.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°59'41" TO THE POINT OF TANGENCY; THENCE SOUTH 01°02'47" WEST 351.02 FEET; THENCE NORTH 89°16'01" WEST 718.82 FEET TO AN ANGLE POINT ON SAID BOUNDARY OF PHASE 1; THENCE COINCIDENT WITH SAID BOUNDARY IN THE FOLLOWING NINE (9) COURSES: NORTH 00°43'59" EAST 58.00 FEET ALONG A RADIAL LINE TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS NON TANGENT CURVE CONCAVE NORTHEASTERLY; THE RADIUS POINT OF WHICH LIES NORTH 00°43'59" EAST; THENCE NORTHWESTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 00°55'50" EAST 281.77 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE NORTH 00°43'59" EAST 50.00 FEET; THENCE NORTH 89°16'01" WEST 55.42 FEET; THENCE NORTH 00°55'50" EAST 100.00 FEET; THENCE SOUTH 89°16'01" EAST 38.33 FEET; THENCE NORTH 00°55'50" EAST 100.25 FEET TO SAID NORTHEAST CORNER AND THE POINT OF BEGINNING. CONTAINS 10.769 ACRES.

Exhibit "A" Continued
Phase 3 Legal Description; Parcel ID No. W-TREA-3-ALL LOTS

BEGINNING AT THE SOUTHWEST CORNER OF TREASURE VALLEY SUBDIVISION - PHASE 2, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT LIES NORTH 00°48'35" EAST 1327.21 FEET ALONG THE SECTION LINE, SOUTH 89°16'01" EAST 1871.07 FEET ALONG THE NORTH SIXTEENTH LINE, AND SOUTH 00°43'59" WEST 654.77 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE COINCIDENT WITH THE SOUTHERLY BOUNDARY OF SAID PHASE 2 SOUTH 89°16'01" EAST 718.82 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 2 BOUNDARY; THENCE LEAVING SAID PHASE 2 BOUNDARY SOUTH 01°02'47" WEST 522.65 FEET; THENCE NORTH 89°16'01" WEST 749.25 FEET; THENCE NORTH 00°55'50" EAST 97.50 FEET; THENCE NORTH 89°16'01" WEST 38.79 FEET; THENCE NORTH 00°55'50" EAST 405.08 FEET TO A POINT ON THE BOUNDARY OF TREASURE VALLEY SUBDIVISION - PHASE 1, ALSO OFFICIAL RECORDS OF SAID COUNTY; THENCE COINCIDENT WITH SAID PHASE 1 BOUNDARY IN THE FOLLOWING FOUR (4) COURSES: SOUTH 89°04'10" EAST 50.00 FEET; THENCE NORTH 00°55'50" EAST 0.31 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 89°16'01" EAST 0.34 FEET TO SAID SOUTHWEST CORNER AND THE POINT OF BEGINNING. CONTAINS 9.350 ACRES.

W-6595-A
W-6595-B

EXHIBIT "A" CONTINUED
Treasure Valley Expansion Property

PARCEL 1:

All of the East One-Half of the Southwest Quarter of the Northwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$) and the West One-Half of the Southeast Quarter of the Northwest Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian.

PARCEL 2:

The East One-Half of the Southeast Quarter of the Northwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 2, Township 43 South, Range 15 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING FROM Parcels 1 and 2 the following described property, being all of TREASURE VALLEY - PHASE 1:

BEGINNING AT A POINT WHICH LIES NORTH 00°48'35" EAST 1327.21 FEET ALONG THE SECTION LINE, SOUTH 89°16'01" EAST 1174.52 FEET ALONG THE NORTH SIXTEENTH LINE AND SOUTH 00°43'59" WEST 24.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°16'01" EAST 631.12 FEET; THENCE SOUTH 00°55'50" WEST 100.25 FEET; THENCE NORTH 89°16'01" WEST 38.33 FEET; THENCE SOUTH 00°55'50" WEST 100.00 FEET; THENCE SOUTH 89°16'01" EAST 55.42 FEET; THENCE SOUTH 00°43'59" WEST 50.00 FEET ALONG A RADIAL LINE TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, THE RADIUS POINT OF WHICH BEARS SOUTH 00°43'59" WEST; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 281.77 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE SOUTH 00°43'59" WEST 58.00 FEET; THENCE NORTH 89°16'01" WEST 0.34 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 0.31 FEET; THENCE NORTH 89°04'10" WEST 50.00 FEET ALONG A RADIAL LINE TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 89°04'10" WEST; THENCE NORTHWESTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 140.00 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 0.31 FEET; THENCE NORTH 89°04'10" WEST 50.00 FEET ALONG A RADIAL LINE TO A POINT ON THE ARC OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THE RADIUS POINT OF WHICH BEARS NORTH 89°04'10" WEST; THENCE NORTHWESTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 170.02 FEET TO THE POINT OF CURVATURE OF A 25.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 38.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE NORTH 89°04'10" WEST 66.00 FEET; THENCE NORTH 00°55'50" EAST 3.60 FEET TO THE POINT OF CURVATURE OF A 26.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 39.36 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 169.95 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 00°55'50" WEST 257.46 FEET; THENCE NORTH 89°04'10" WEST 50.00 FEET; THENCE NORTH 89°16'01" WEST 363.57 FEET; THENCE NORTH 00°52'13" EAST 552.99 FEET; THENCE SOUTH 89°16'01" EAST 364.16 FEET; THENCE SOUTH 89°04'10" EAST 50.00 FEET; THENCE SOUTH 00°55'50" WEST 205.53 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS

OF TANGENCY; THENCE SOUTH 00°55'50" WEST 257.46 FEET; THENCE NORTH 89°04'10" WEST 50.00 FEET; THENCE NORTH 89°16'01" WEST 363.57 FEET; THENCE NORTH 00°52'13" EAST 552.99 FEET; THENCE SOUTH 89°16'01" EAST 364.16 FEET; THENCE SOUTH 89°04'10" EAST 50.00 FEET; THENCE SOUTH 00°55'50" WEST 206.53 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE SOUTH 89°16'01" EAST 97.48 FEET; THENCE NORTH 00°55'50" EAST 78.90 FEET TO THE POINT OF CURVATURE OF A 18.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 23.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 89°16'01" WEST 4.95 FEET; THENCE NORTH 00°55'50" EAST 84.69 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY 23.61 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE NORTH 00°43'59" EAST 28.00 FEET; THENCE SOUTH 89°16'01" EAST 0.17 FEET TO THE POINT OF CURVATURE OF A 15.00 FOOT RADIUS CURVE CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY 23.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE NORTH 00°55'50" EAST 346.38 FEET TO THE POINT OF BEGINNING.

Also less and excepting from Parcel 1 and Parcel 2 the following Phase 2 description:

TREASURE VALLEY - PHASE 2

BOUNDARY DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF TREASURE VALLEY - PHASE 1, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT LIES NORTH 00°48'35" EAST 1327.21 FEET ALONG THE SECTION LINE, SOUTH 89°16'01" EAST 1856.64 FEET ALONG THE NORTH SIXTEENTH LINE, AND SOUTH 00°43'59" WEST 24.75 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 16 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE LEAVING THE BOUNDARY OF SAID PHASE 1 SOUTH 89°16'01" EAST 740.69 FEET; THENCE SOUTH 01°02'47" WEST 183.98 FEET TO A POINT ON THE ARC OF A 50.00 FOOT RADIUS NON TANGENT CURVE CONCAVE WESTERLY, THE RADIUS POINT OF WHICH LIES SOUTH 35°08'08" WEST; THENCE SOUTHERLY 82.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 105°58'20" TO THE POINT OF REVERSE CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTEASERLY; THENCE SOUTHWESTERLY 17.45 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°59'41" TO THE POINT OF TANGENCY; THENCE SOUTH 01°02'47" WEST 351.02 FEET; THENCE NORTH 89°16'01" WEST 718.82 FEET TO AN ANGLE POINT ON SAID BOUNDARY OF PHASE 1; THENCE COINCIDENT WITH SAID BOUNDARY IN THE FOLLOWING NINE (9) COURSES: NORTH 00°43'59" EAST 58.00 FEET ALONG A RADIAL LINE TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS NON TANGENT CURVE CONCAVE NORTHEASTERLY, THE RADIUS POINT OF WHICH LIES NORTH 00°43'59" EAST; THENCE NORTHWESTERLY 31.48 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°11'51" TO THE POINT OF TANGENCY; THENCE NORTH 00°55'50" EAST 281.77 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO A POINT ON A RADIAL LINE; THENCE ALONG SAID RADIAL LINE NORTH 00°43'59" EAST 50.00 FEET; THENCE NORTH 89°16'01" WEST 65.42 FEET; THENCE NORTH 00°55'50" EAST 100.00 FEET; THENCE SOUTH 89°16'01" EAST 38.33 FEET; THENCE NORTH 00°55'50" EAST 100.25 FEET TO SAID NORTHEAST CORNER AND THE POINT OF BEGINNING. CONTAINS 10.789 ACRES.

**Exhibit "A" Continued
Treasure Valley Expansion Property**

Also, less and excepting from Parcel 1 and Parcel 2 the following Phase 3 description:

BEGINNING AT THE SOUTHWEST CORNER OF TREASURE VALLEY SUBDIVISION - PHASE 2, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT LIES NORTH 00°48'35" EAST 1327.21 FEET ALONG THE SECTION LINE, SOUTH 89°16'01" EAST 1871.07 FEET ALONG THE NORTH SIXTEENTH LINE, AND SOUTH 00°43'59" WEST 654.77 FEET FROM THE WEST QUARTER CORNER OF SECTION 2, TOWNSHIP 43 SOUTH, RANGE 15 WEST OF THE SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE COINCIDENT WITH THE SOUTHERLY BOUNDARY OF SAID PHASE 2 SOUTH 89°16'01" EAST 718.82 FEET TO THE SOUTHEAST CORNER OF SAID PHASE 2 BOUNDARY; THENCE LEAVING SAID PHASE 2 BOUNDARY SOUTH 01°02'47" WEST 522.65 FEET; THENCE NORTH 89°16'01" WEST 749.25 FEET; THENCE NORTH 00°55'50" EAST 97.50 FEET; THENCE NORTH 89°16'01" WEST 38.79 FEET; THENCE NORTH 00°55'50" EAST 405.08 FEET TO A POINT ON THE BOUNDARY OF TREASURE VALLEY SUBDIVISION - PHASE 1, ALSO OFFICIAL RECORDS OF SAID COUNTY; THENCE COINCIDENT WITH SAID PHASE 1 BOUNDARY IN THE FOLLOWING FOUR (4) COURSES: SOUTH 89°04'10" EAST 50.00 FEET; THENCE NORTH 00°55'50" EAST 0.31 FEET TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY 31.35 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°48'09" TO THE POINT OF TANGENCY; THENCE SOUTH 89°16'01" EAST 0.34 FEET TO SAID SOUTHWEST CORNER AND THE POINT OF BEGINNING. CONTAINS 9.350 ACRES.