



W3247264

When Recorded, Mail To:

GB MS Industrial, LLC
c/o Gardner Batt, LLC
423 W. Broadway, Suite 230
Salt Lake City, UT 84101
Attn: Michael Batt

E# 3247264 PG 1 OF 17
Leann H. Kilts, WEBER COUNTY RECORDER
26-Jul-22 1050 AM FEE \$40.00 DEP SLV
REC FOR: RAY QUINNEY & NEBEKER, P.C.
ELECTRONICALLY RECORDED

With a Copy to:

Frank S. Blair Family LLC
2731 Skyview Drive
Layton, City, Utah 84040
Attn: Preston Blair

Tax Parcel Nos. 15-031-0024; 15-031-0025; 15-031-0015; 15-031-0001; 15-484-0003
(space above for recorder's use only)

WATER WELL AND LINE, DITCH AND ACCESS EASEMENT AGREEMENT

THIS WATER WELL AND LINE, DITCH AND ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into this 19th day of JULY, 2022 by and between **GB MS INDUSTRIAL, LLC**, a Utah limited liability company ("Grantor") and **FRANK S. BLAIR FAMILY LLC**, a Utah limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to individually as "Party" and collectively as the "Parties."

RECITALS

A. Grantor owns certain real property located in Weber County, State of Utah (the "Grantor Property"), more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee owns certain real property adjacent to the Grantor Property, more particularly described on Exhibit B (the "Grantee Property").

C. Grantee owns water rights to build and use an irrigation well to be located on the western boundary of the Grantor Property (the "Well"), which Well will drain and deliver water via water lines (the "Water Lines") into an irrigation ditch and/or Four-Mile Creek located on and adjacent to the western boundary of the Grantor Property (the "Ditch"). The Well, Water Lines and Ditch will each benefit the Grantee Property.

D. Grantee desires to obtain from Grantor, and Grantor is willing to convey to Grantee, easements for the use of the Well, Water Lines, and Ditch and access to the same, subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. **Grant of Well Easement.** Grantor hereby conveys to Grantee, a perpetual, exclusive easement to access, use, service, repair, improve, maintain, and replace the Well (the "**Well Easement**"), which easement area is located on a 10' x 10' site on the western boundary of the Grantor Property as more particularly described on Exhibit C (the "**Well Easement Area**").

2. **Grant of Water Line Easement.** Grantor hereby conveys to Grantee an easement for the installation, use, maintenance, improvement, and repair of the Water Lines and Ditch (collectively, the "**Water Line Easement**"), which easement area is more particularly described on Exhibit D (the "**Water Line Easement Area**").

3. **Grant of Access Easement.** Grantor hereby conveys to Grantee an access and utility easement on, over, under, across and through a portion of the Grantor Property (the "**Access Easement**", and together with the Well Easement and the Water Line Easement, the "**Easements**"), which easement area is more particularly described on Exhibit E (the "**Access Easement Area**", and together with the Well Easement Area and Water Line Easement Area, the "**Easement Area**"), for the purposes of (a) pedestrian and vehicular ingress and egress to and from the Well Easement Area and Water Line Easement Area and (b) providing power and other necessary utilities to the Well Easement Area and Water Line Easement Area. The approximate location of the Easements are depicted on Exhibit F, attached hereto and incorporated by this reference.

4. **Rights of Use.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors will have the right to enter upon the Easement Area for the purposes permitted by this Agreement and shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted. Grantee shall have all keys or other rights of access through any gate or fence to the Easement Area and all other rights and benefits necessary or convenient for the full enjoyment and use of the Easements. Grantee, in the exercise of its rights hereunder, shall have the right to clear any impediments to Grantee's access and use of the Easement and to remove all obstructions, which in Grantee's judgment may injure, endanger, or interfere with the exercise of Grantee's rights and privileges granted herein. Grantor shall have no right to use the Easement Area in any manner which will interfere with the rights of use granted to Grantee herein. Notwithstanding the foregoing, Grantee shall use commercially reasonable efforts to not disturb Grantor's or its tenants use or occupancy of the Grantor Property.

5. **Run with the Land.** Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the land herein described, and shall burden the Grantor Property as the servient estate, and benefit the Grantee Property as the dominant estate, and shall be binding upon the Grantor, its heirs, successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Grantor Property.

6. **Term.** The rights granted herein are perpetual and permanent and inure to the benefit of Grantee, its successors and assigns and shall not terminate except by written agreement between the Parties.

7. **Attorney's Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

8. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or by depositing the same in the United States mail by registered or certified mail, addressed as follows:

If to Grantor:

GB MS Industrial, LLC
c/o Gardner Batt, LLC
423 W. Broadway, Suite 230
Salt Lake City, UT 84101
Attn: Michael Batt

If to Grantee:

Frank S. Blair Family LLC
2731 Skyview Drive
Layton, City, Utah 84040
Attn: Preston Blair

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

9. **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs. Each Party represents and warrants that it has full power and authority to (i) enter into and perform its covenants and obligations under this Agreement, (ii) execute and deliver all documents, instruments and agreements entered into by the Parties pursuant to this Agreement, and (iii) carry out the transactions contemplated hereby and thereby.

10. **Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement and the easement granted hereby shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

GRANTOR:

GB MS INDUSTRIAL, LLC,
a Utah limited liability company

By: Jonathan S. Gardner
Name: Jonathan S. Gardner
Its: Manager

STATE OF Utah)
§
COUNTY OF Salt Lake)

On this 28 day of June, in the year of 2022, before me,
Jake Jackson, a Notary Public, personally appeared
Jonathan Gardner, as Manager of GB MS Industrial, LLC, a
Utah limited liability company, known or identified to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Jake Jackson
Notary Public

Commission Expires: 07/31/2024



GRANTEE:

FRANK S. BLAIR FAMILY LLC,
a Utah limited liability company

By: Preston F. Blair
Name: Preston F. Blair
Its: Managing Member

STATE OF New York,
COUNTY OF New York

On this 29th day of June, in the year of 2022, before me,
Preston Frank Blair, a Notary Public, personally appeared
Preston Frank Blair, as Managing Member of Frank S. Blair Family LLC, a
Utah limited liability company, known or identified to me to be the person whose name is subscribed to the
within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Adriana Stevens
Notary Public

Commission Expires: 12/06/25

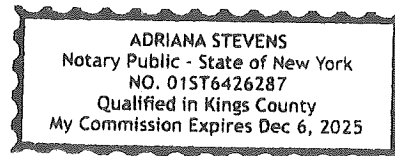


EXHIBIT A

(Legal Description of the Grantor Property)

A parcel of land, situate in the Northwest Quarter of Section 12 and the Northeast Quarter of Section 11,

Township 6 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Marriott-Slaterville,

Weber County, Utah. Being more particularly described as follows:

Beginning at a point on the easterly right-of-way line of Interstate 15, said point being South 00°12'35" East

1095.31 feet along the section line and North 89°47'25" West 110.08 feet from the Northwest Corner of said

Section 12 and running thence:

South 89°57'35" East 1,445.92 feet to the westerly line of Parcel 15-031-0015;

thence South 00°00'02" East 993.94 feet to the northerly line of parcel 15-031-0021 as surveyed January 29, 2014 (see record of survey 5043);

thence along the northerly and westerly lines of said parcel the following six (6) course and distances:

1) North 89°23'09" West 662.16 feet;

2) South 03°46'34" West 354.62 feet;

3) South 03°41'34" West 451.60 feet;

4) South 02°28'23" West 23.49 feet;

5) South 08°32'28" East 9.26 feet;

6) South 11°52'50" East 344.30 feet more or less to the center of 4 Mile Creek and the northerly line of Parcel 15-031-0016;

thence South 42°53'15" West 120.45 feet and South 89°31'51" West 87.84 feet along said center of 4 Mile

Creek;

thence South 34°41'23" West 146.20 feet to the northerly right-of-way line of Pioneer Road (400 North

Street);

thence along the northerly right-of-way line of Pioneer Road the following two (2) courses and distances:

1) North 56°42'25" West 69.18 feet;

2) Northwesterly 10.86 feet along the arc of an 878.51-foot radius tangent curve to the left (center bears South 33°17'35" West and the long chord bears North 57°03'39" West 10.86 feet with a

central angle of 00°42'29") to the boundary of Parcel 15-031-0016;

thence North 34°41'23" East 121.79 feet along said boundary to the center of 4 Mile Creek;

thence along the center of 4 Mile Creek and the boundary of Parcel 15-031-0016 the following ten (10)

courses and distances:

1) North 33°24'01" West 165.91 feet;

2) North 56°06'57" West 39.43 feet;

3) North 62°43'59" West 99.96 feet;

4) westerly 100.23 feet along the arc of a 90.00-foot radius non-tangent curve to the left (center

bears South 27°16'05" West and the long chord bears South 85°21'50" West 95.13 feet with a central

angle of 63°48'30");

5) South 53°27'39" West 60.37 feet;

6) westerly 45.97 feet along the arc of a 25.00-foot radius non-tangent curve to the right (center bears North 36°32'34" West and the long chord bears North 73°52'07" West 39.76 feet with a central

angle of 105°20'54");

7) North 21°11'53" West 119.49 feet;

8) North 01°00'51" East 143.31 feet;

9) North 23°05'37" West 165.81 feet;

10) North 57°39'20" West 19.27 feet to the easterly right-of-way line of Interstate 15;

thence along easterly right-of-way line of Interstate 15 the following courses and distances:

1) North 06°00'51" West 56.55 feet;

2) North 05°56'31" West 114.32 feet;

3) North 04°46'39" East 227.97 feet;

4) North 02°13'10" West 700.73 feet;

5) North 01°10'49" West 500.38 feet;

6) North 01°00'26" East 38.27 feet to the Point of Beginning.

Contains: 2,221,909 square feet or 51.008 acres.

15-031-0024

EXHIBIT B

(Legal Description of the Grantee Property)

Parcel # 15-031-0025

PART OF THE WEST HALF OF SECTION 12, AND NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT 264 FEET NORTH 791.78 FEET EAST AND 235.12 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH ONE HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 12, RUNNING THENCE NORTH 15D11'13" WEST 246.99 FEET, THENCE NORTH 11D20'19" WEST 359.58 FEET, THENCE NORTH 03D41'34" EAST 766.47 FEET, THENCE SOUTH 87D48'20" EAST 439.91 FEET, THENCE NORTH 83D28'28" EAST 347.29 FEET, THENCE NORTH 1010 FEET, MORE OR LESS, THENCE NORTH 89D45' WEST ALONG SAID LINE 1573.78 FEET, MORE OR LESS, TO THE EASTERLY LINE OF THE INTERSTATE HIGHWAY, THENCE SOUTH 1D15' WEST ALONG SAID HIGHWAY 64 FEET, MORE OR LESS, THENCE SOUTH 1D12' EAST ALONG SAID HIGHWAY 500.04 FEET, MORE OR LESS, THENCE SOUTH 2D11' EAST ALONG SAID HIGHWAY 592 FEET, MORE OR LESS, TO A POINT 28 RODS NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 11, THENCE EAST 25 FEET TO THE QUARTER SECTION LINE, THENCE SOUTH ALONG SAID SECTION LINE TO THE EASTERLY RIGHT OF WAY OF INTERSTATE 15, THENCE SOUTHERLY ALONG SAID RIGHT OF WAY TO THE NORTH RIGHT OF WAY OF PIONEER ROAD, THENCE EASTERLY ALONG SAID NORTHERLY LINE TO A POINT SOUTH OF BEGINNING, THENCE NORTH TO THE POINT OF BEGINNING. EXCEPT THOSE PORTIONS THEREOF CONVEYED, IN FEE SIMPLE TO STATE ROAD COMMISSION OF UTAH FOR HIGHWAY. ALSO EXCEPTING: E# 2451320 PARCEL OF LAND IN FEE FOR THE CONSTRUCTION OF A DETENTION POND INCIDENT TO THE IMPROVEMENTS AND WIDENING OF THE EXISTING 400 NORTH ROADWAY, PROJECT NUMBER F-3432 (2) 1, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN AND SAID PARCEL BEING A PORTION OF AN ENTIRE TRACT OF LAND RECORDED AS ENTRY 1637939, BOOK 2013 PAGE 315 AT THE WEBER COUNTY RECORDERS OFFICE, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID 400 NORTH STREET BEING NORTH 00D12'35" WEST 1882.39 FEET ALONG THE SECTION LINE AND EAST 435.22 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12 (BASIS OF BEARING NORTH 00D12'35" WEST FROM SAID SOUTHWEST CORNER TO THE NORTHWEST CORNER OF SAID SECTION 12); THENCE NORTH 34D41'23" EAST 138.54 FEET, THENCE NORTH 89D31'51" EAST 87.84 FEET, THENCE NORTH 42D53'15" EAST 125.28 FEET TO THE GRANTORS EAST BOUNDARY LINE, THENCE SOUTH 15D11'13" EAST 231.85 FEET ALONG SAID GRANTORSEAST BOUNDARY LINE, THENCE SOUTH 00D34'25" WEST 141.20 FEET ALONG SAID GRANTORS EAST BOUNDARY LINE TO THE NORTH RIGHT OF WAY LINE OF 400 NORTH STREET, THENCE NORTHWESTERLY 243.00 FEET ALONG A NON-TANGENT CURVE TO THE RIGHT (RADIUS 748.51 FEET, CHORD BEARING NORTH 64D36'37" WEST, CHORD 241.94 FEET) ALONG SAID NORTH RIGHT OF WAY LINE OF 400 NORTH STREET, THENCE NORTH 59D25'13" WEST 107.68 ALONG SAID NORTH

RIGHT OF WAY LINE OF 400 NORTH STREET TO THE POINT OF BEGINNING. CONTAINING 61522 SQUARE FEET OR 1412 ACRES MORE OR LESS. ALSO EXCEPTING : E#2451319 PARCEL OF LAND IN FEE FOR THE CONSTRUCTION OF A DETENTION POND INCIDENT TO THE IMPROVEMENTS AND WIDENING OF THE EXISTING 400 NORTH ROADWAY, PROJECT NUMBER F-3432(2)1, SITUATE IN THE SOUTHWEST QUARTER OF SECTION 12 AND THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND SAID PARCEL BEING A PORTION OF AN ENTIRE TRACT OF LAND AS RECORDED AS ENTRY 1637939, BOOK 2013, PAGE 315 AT THE WEBER COUNTY RECORDERS OFFICE, SAID PARCEL BEING DESCRIBED AS FOLLOWS: BEGINNING AT AUDOT RIGHT OF WAY MONUMENT, SAID POINT ALSO BEING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF SAID 400 NORTH STREET BEING NORTH 00D12'35" WEST 2052.75 FEET ALONG THE SECTION LINE AND WEST 11.75 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12, (BASIS OF BEARING NORTH 00D12'35" WEST FROM SAID SOUTHWEST CORNER TO THE NORTHWEST CORNER OF SAID SECTION 12); THENCE NORTH 05D27'49" WEST 163.45 FEET ALONG A MONUMENTED LINE TO AUDOT RIGHT OF WAY MONUMENT; THENCE NORTH 09D14'45" WEST 240.89 FEET ALONG A MONUMENTED LINE TO A UDOT RIGHT OF WAY MONUMENT, THENCE NORTH 05D58'24" WEST 158.98 FEET ALONG A MONUMENTED LINE TO THE CENTERLINE OF FOUR MILE CREEK, THENCE ALONG THE CENTERLINE OF SAID FOUR MILE CREEK THE FOLLOWING 11 COURSES: SOUTH 57D39'20" EAST 19.27 FEET, SOUTH 23D05'37" EAST 165.81 FEET, SOUTH 01D00'51" WEST 143.31 FEET, SOUTH 21D11'53" EAST 119.49 FEET TO A CURVE TO THE LEFT, EASTERLY 45.96 FEET ALONG SAID CURVE (RADIUS 25.00 FEET, CHORD BEARING SOUTH 73D52'07" EAST, CHORD 39.76 FEET, TANGENT 32.78 FEET); NORTH 53D27'39" EAST 60.37 FEET TO THE CURVE TO THE RIGHT, EASTERLY 100.23 FEET ALONG SAID CURVE (RADIUS 90.00 FEET, CHORD BEARING NORTH 85D21'50" EAST, CHORD 95.13 FEET, TANGENT 56.03 FEET) SOUTH 62D43'59" EAST 99.96 FEET, SOUTH 56D06'57" EAST 39.43 FEET, SOUTH 33D24'01" EAST 165.91 FEET SOUTH 34D41'23" WEST 115.73 FEET TO A NON TANGENT CURVE TO THE RIGHT ON THE NORTH RIGHT OF WAY LINE OF 400 NORTH STREET, THENCE WESTERLY 350.38 FEET ALONG SAID CURVE (RADIUS 878.53 FEET, CHORD BEARING NORTH 69D53'03" WEST, CHORD 348.06 FEET) ALONG SAID RIGHT OF WAY LINE OF 400 NORTH STREET, THENCE NORTH 81D18'35" WEST 53.52 FEET ALONG SAID NORTH RIGHT OF WAY LINE OF 400 NORTH STREET TO THE POINT OF BEGINNING. CONTAINING 100566 SQUARE FEET 2.309 ACRES MORE OR LESS. EXCEPT: PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY, IN WEBER COUNTY, UTAH. BEGINNING AT AN EXISTING BOUNDARY LINE FENCE CORNER LOCATED 2086.03 FEET SOUTH 0D12'35" EAST ALONG THE SECTION LINE, AND 670.11 FEET NORTH 89D47'25" EAST FROM THE NORTHWEST CORNER OF SAID SECTION 12, AND RUNNING THENCE ALONG EXISTING FENCE LINES THE FOLLOWING SEVEN COURSES: SOUTH 89D23'09" EAST 757.22 FEET, SOUTH 88D51'45" EAST 722.79 FEET SOUTH 88D30'30" EAST 239.67 FEET SOUTH 26D33'30" EAST 238.03 FEET SOUTH 0D47'40" EAST 128.46 FEET SOUTH 2D17'35" WEST 92.27 FEET AND SOUTH 12D22'56" WEST 83.46 FEET TO AN EXISTING FENCE CORNER, THENCE SOUTH 60D32'56"

WEST 172.22 FEET TO AN ANGLEPOINT IN THE NORTHERLY BOUNDARY LINE OF VENTURE ACADEMY SUBDIVISION, THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO COURSES: SOUTH 61D38'15" WEST 33.36 FEET AND SOUTH 53D59'03" WEST 33.60 FEET TO THE CENTER OF CREEK, THENCE ALONG THE CENTER OF SAID CREEK AND CONTINUING ALONG THE NORTHERLY BOUNDARY LINE OF SAID SUBDIVISION THE FOLLOWING SEVEN COURSES: NORTH 69D48'42" WEST 13.19 FEET, NORTH 81D36'16" WEST 12.27 FEET SOUTH 69D24'18" WEST 12.81 FEET SOUTH 61D19'56" WEST 63.67 FEET, SOUTH 59D18'58" WEST 86.00 FEET, SOUTH 56D27'35" WEST 34.66 FEET AND SOUTH 52D12'22" WEST 63.62 FEET TO THE NORTHWESTERLY CORNER OF SAID SUBDIVISION, THENCE CONTINUING ALONG THE CENTER OF THE CREEK THE FOLLOWING SEVENTEEN COURSES: SOUTH 52D30'29" WEST 1.16 FEET SOUTH 53D03'21" WEST 28.01 FEET SOUTH 57D45'44" WEST 113.58 FEET SOUTH 54D45'47" WEST 37.86 FEET, SOUTH 50D00'17" WEST 60.28 FEET SOUTH 47D49'36" WEST 17.80 FEET SOUTH 42D43'04" WEST 26.55 FEET SOUTH 36D10'08" WEST 16.02 FEET SOUTH 28D01'07" WEST 26.48 FEET SOUTH 18D44'53" WEST 38.97 FEET SOUTH 17D49'54" WEST 40.79 FEET SOUTH 19D44'03" WEST 37.90 FEET SOUTH 13D08'21" WEST 15.32 FEET SOUTH 8D58'34" WEST 76.54 FEET SOUTH 18D02'42" WEST 22.73 FEET SOUTH 25D11'47" WEST 100.81 FEET AND SOUTH 26D46'53" WEST 54.66 FEET THENCE CONTINUING ALONG THE CENTER OF CREEK THE FOLLOWING FOUR COURSES: SOUTH 30D19'21" WEST 42.72 FEET SOUTH 51D51'36" WEST 16.87 FEET SOUTH 87D05'31" WEST 130.28 FEET AND NORTH 83D41'13" WEST 29.08 FEET, THENCE NORTH 0D34'25" EAST 28.62 FEET THENCE NORTH 89D25'35" WEST 116.00 FEET THENCE SOUTH 0D34'25" WEST 212.81 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF 400 NORTH STREET, THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING THREE COURSES: NORTH 87D55'25" WEST 191.92 FEET NORTH 82D27'30" WEST 213.21 FEET AND NORTHWESTERLY ALONG THE ARC OF A 748.51 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 182.95 FEET (CENTER BEARS NORTH 2D02'22" EAST CENTRAL ANGLE EQUALS 14D00'16" AND LONG CHORD BEARS NORTH 80D57'30" WEST 182.50 FEET) THENCE NORTH 0D34'25" EAST 139.56 FEET THENCE NORTH 16D09'49" WEST 230.96 FEET TO AN EXISTING FENCE LINE THENCE ALONG SAID FENCE LINE THE FOLLOWING FIVE COURSES: NORTH 11D52'26" WEST 343.77 FEET NORTH 8D32'28" WEST 9.26 FEET, NORTH 2D28'23" EAST 23.49 FEET, NORTH 3D41'34" EAST 451.60 FEET AND NORTH 3D46'32" EAST 354.61 FEET TO THE POINT OF BEGINNING. (E# 2673829) ALSO LESS & EXCEPTING: A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL ALSO LOCATED IN MARRIOTT-SLATERVILLE, WEBER COUNTY, UTAH. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 15, SAID POINT BEING SOUTH 00D12'35" EAST 1095.31 FEET ALONG THE SECTION LINE AND SOUTH 89D47'25" WEST 110.08 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 12 AND RUNNING THENCE: SOUTH 89D57'35" EAST 1445.92 FEET ALONG THE SOUTHERLY LINES OF PARCELS 15-031-0008, 15-031-0007 AND 15-031-0006; THENCE SOUTH 00D00'02" EAST 993.94 FEET TO THE NORTHERLY LINE OF PARCEL

15-031-0021 AS SUREYED JANUARY 29,2014 (SEE RECORD OF SURVEY 5043); THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID PARCEL THE FOLLOWING SEVEN (6) COURSE AND DISTANCES: 1) NORTH 89D23'09" WEST 662.16 FEET; 2) SOUTH 03D46'34" WEST 354.62 FEET; 3) SOUTH 03D41'34" WEST 451.60 FEET; 4) SOUTH 02D28'23" WEST 23.49 FEET; 5) SOUTH 08D32'28" EAST 9.26 FEET; 6) SOUTH 11D52'50" EAST 344.30 FEET MORE OR LESS TO THE CENTER OF 4 MILE CREEK AND THE NORTHERLY LINE OF PARCEL 15-031-0016; THENCE SOUTH 42D53'15" WEST 120.45 FEET AND SOUTH 89D31'51" WEST 87.84 FEET ALONG SAID CENTER OF 4 MILE CREEK; THENCE SOUTH 34D41'23" WEST 146.20 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF PIONEER ROAD (400 NORTH STREET); THENCE ALONG THE NORTHERLY RIGHT OF WAY LINE OF PIONEER ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 56D42'25" WEST 69.18 FEET; 2) NORTHWESTERLY 10.86 FEET ALONG THE ARC OF AN 878.51 FOOT RADIUS TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 33D17'35" WEST AND THE LONG CHORD BEARS NORTH 57D03'39" WEST 10.86 FEET WITH A CENTRAL ANGLE OF 00D42'29") TO THE BOUNDARY OF PARCEL 15-031-0016; THENCE NORTH 34D41'23" EAST 121.79 FEET ALONG SAID BOUNDARY TO THE CENTER OF 4 MILE CREEK; THENCE ALONG THE CENTER OF 4 MILE CREEK AND THE BOUNDARY OF PARCEL 15-031-0016 THE FOLLOWING TEN (10) COURSES AND DISTANCES: 1) NORTH 33D24'01" WEST 165.91 FEET; 2) NORTH 56D06'57" WEST 39.43 FEET; 3) NORTH 62D43'59" WEST 99.96 FEET; 4) WESTERLY 100.23 FEET ALONG THE ARC OF A 90.00 FOOT RADIUS NON TANGENT CURVE TO THE LEFT (CENTER BEARS SOUTH 27D16'05" WEST AND THE LONG CHORD BEARS SOUTH 85D21'50" WEST 95.13 FEET WITH A CENTRAL ANGLE OF 63D48'30"); 5) SOUTH 53D27'39" WEST 60.37 FEET; 6) WESTERLY 45.97 FEET ALONG THE ARC OF A 25.00 FOOT RADIUS NON TANGENT CURVE TO THE RIGHT (CENTER BEARS NORTH 36D32'34" WEST AND THE LONG CHORD BEARS NORTH 73D52'07" WEST 39.76 FEET WITH A CENTRAL ANGLE OF 105D20'54"); 7) NORTH 21D11'53" WEST 119.49 FEET; 8) NORTH 01D00'51" EAST 143.31 FEET; 9) NORTH 23D05'37" WEST 165.81 FEET; 10) NORTH 57D39'20" WEST 19.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 15; THENCE NORTH 06D00'51" WEST 56.55 FEET ALONG SAID RIGHT OF WAY; THENCE EAST 22.13 FEET; THENCE NORTH 0D00'02" EAST 461.99 FEET; THENCE WEST 19.68 FEET TO THE EASTERLY RIGHT OF WAY LINE OF INTERSTATE 15; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING: 1) NORTH 02D13'10" WEST 579.53 FEET; 2) NORTH 01D10'49" WEST 500.38 FEET; 3) NORTH 01D00'26" EAST 38.27 FEET TO THE POINT OF BEGINNING. E# 3140964. TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY E# 3140584. LESS AND EXCEPTING: DUT 5 ROADWAY DEDICATION 91-011 & 012. E# 3173370

Parcel # 15-031-0015

PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN: BEGINNING AT A POINT THAT BEARS SOUTH 0D12'35" EAST ALONG THE SECTION LINE 2097.67 FEET AND SOUTH 87D48'20" EAST 1467.39 FEET TO A FENCE INTERSECTION AND NORTH 55 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 12, RUNNING THENCE NORTH 1010 FEET, MORE OR LESS, TO THE MARRIOTT SLATERVILLE CITY LIMITS, THENCE EAST

896.72 FEET, THENCE SOUTH 1010 FEET, THENCE EAST 66 FEET, THENCE SOUTHERLY ALONG A 615 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 275 FEET, THENCE SOUTH TO THE CENTER OF 4 MILE CREEK, THENCE SOUTH 0D33'06" WEST TO THE NORTH SIDE OF 400 NORTH STREET (AS PER BOUNDARY LINE AGREEMENT E# 1627567) THENCE NORTH 03D22'20" WEST 415.89 FEET, THENCE NORTH 03D46'19" WEST 390.52 FEET, THENCE NORTH 07D36'33" WEST 48.29 FEET, THENCE NORTH 02D39'07" WEST 167.89 FEET, THENCE SOUTH 80D11'39" WEST 15.16 FEET, THENCE NORTH 00D31'41" WEST 335.36 FEET, THENCE NORTHERLY ALONG A 615 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 275 FEET, MORE OR LESS, TO A POINT SOUTH 87D48'20" EAST OF BEGINNING, THENCE NORTH 87D48'20" WEST 869 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. LESS AND EXCEPTING: A PART OF THE WEST HALF OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON A LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT AS RECORDED AT THE WEBER COUNTY RECORDERS OFFICE AS ENTRY NO. 1627567 IN BOOK 2004 AT PAGE 1959 WHICH IS 3633.96 FEET SOUTH 0D12'35" EAST ALONG THE WESTLINE OF SAID SECTION AND 2556.50 FEET SOUTH 87D55'25" EAST TO AND ALONG THE NORTH SIDE OF 400 NORTH STREET AS MONUMENTED FROM THE NORTHWEST CORNER OF SAID SECTION 12; RUNNING THENCE NORTH 3D22'20" WEST 415.89 FEET; THENCE NORTH 3D46'19" WEST 390.52; THENCE NORTH 7D36'33" WEST 48.29 FEET; THENCE NORTH 2D39'07" WEST 164.70 FEET; THENCE NORTH 80D11'39" EAST 15.51 FEET; THENCE SOUTH 2D39'07" EAST 167.89 FEET; THENCE NORTH 72D15'06" EAST 51.95 FEET TO SAID LINE ESTABLISHED BY BOUNDARY LINE AGREEMENT; THENCE SOUTH 0D33'06" WEST 868.04 FEET ALONG SAID LINE TO THE POINT OF BEGINNING. E# 2307755 TOGETHER WITH AND SUBJECT TO A RIGHT OF WAY E# 3140584. LESS AND EXCEPTING: DUT 5 ROADWAY DEDICATION 91-011 & 012. E# 3173370 [NOTE: BECAUSE THE DESCRIPTION OF RECORD DID NOT CONTAIN AN AREA FOR THIS PARCEL THE AREA FOR THIS PARCEL WAS CALCULATED BY THIS OFFICE FOR TAX PURPOSES.]

Parcel # 15-031-0001

PART OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT INTERSECTION OF THE NORTH BOUNDARY OF THE OLD HOLLEY FARM AND THE WEST LINE OF WILLARD CANAL, 11.44 CHAINS WEST AND NORTH 1D24' EAST 1287.4 FEET AND NORTH 89D18' WEST 288 FEET, (TO PLAIN CITY CANAL), AND NORTHWESTERLY 600 FEET ALONG CANAL AND WEST 600 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE WEST 774.77 FEET TO A FENCE; THENCE SOUTH ALONG SAID FENCE 1010 FEET; THENCE EAST 66 FEET; THENCE ALONG A 615 FOOT RADIUS CURVE TO THE RIGHT 275 FEET; THENCE SOUTH 443.22 FEET, MORE OR LESS, TO THE CENTER OF FOUR MILE CREEK AS RELOCATED; THENCE EASTERLY ALONG CENTER OF CREEK TO WEST LINE OF WILLARD CANAL; THENCE NORTH ALONG CANAL TO BEGINNING. TOGETHER WITH A RIGHT-OF-WAY (1352-628). LESS AND EXCEPTING: DUT 5 ROADWAY DEDICATION 91-011 & 012. E# 3173370

Parcel # 15-484-0003

BEGINNING AT THE NORTHERLY POINT OF LOT 1, VENTURE ACADEMY SUBDIVISION, SAID POINT BEING 2720.91 FEET SOUTH 00D12'35" EAST AND 2323.81 FEET NORTH 89D47'25" EAST FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 01D30'16" WEST 26.49 FEET, THENCE NORTH 80D11'39" EAST 188.94 FEET, THENCE SOUTH 02D39'07" EAST 167.89 FEET THENCE NORTH 72D15'06" EAST 6.66 FEET THENCE SOUTH 00D33'06" WEST 10.49 FEET TO THE CENTERLINE OF FOUR MILE CREEK, THENCE ALONG THE CENTERLINE OF SAID FOUR MILE CREEK THE FOLLOWING FOUR (4) CALLS 1) SOUTH 66D46'37" WEST 20.87 FEET 2) NORTH 55D25'02" WEST 120.09 FEET, 3) NORTH 58D23'35" WEST 71.88 FEET 4) NORTH 64D06'37" WEST 85.32 FEET, THENCE NORTH 53D59'03" EAST 33.60 FEET, THENCE NORTH 61D38'15" EAST 33.36 FEET, TO THE POINT OF BEGINNING. (E# 2745677) CONTAINS 22957.74 SQUARE FEET 0.527 ACRES, MORE OR LESS.

EXHIBIT C

(Legal Description of the Well Easement Area)

By: TRW
Date: May 26, 2021
Project: 10264 DUT5 ALTA

Irrigation Pad Easement

A parcel of land, situate in the Southeast Quarter of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, said strip also located in Marriott-Slaterville, Weber County, Utah. Being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 400 North Street (Pioneer Road), said point being South $00^{\circ}12'35''$ East 29.10 feet along the Section line and South $89^{\circ}47'25''$ West 66.94 feet from the East Quarter Corner of said Section 12 and running thence:

South 10.00 feet;

thence West 10.00 feet;

thence North 10.00 feet;

thence East 10.00 feet to the Point of Beginning.

Contains: 100 square feet or 0.002 acres.

EXHIBIT D

(Legal Description of the Water Line Easement Area)

By: TRW
Date: July 27, 2021
Project: 10264 DUT5 ALTA

Waterline Easement

A strip of land, 10-feet in width, 5 feet each side of the following described centerline, situate in the Southwest Quarter of Section 12 and the Southeast Quarter of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, said strip also located in Marriott-Slaterville, Weber County, Utah. Being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 400 North Street (Pioneer Road), said point being South 00°12'35" East 30.82 feet along the Section line and North 89°47'25" East 78.44 feet from the West Quarter Corner of said Section 12 and running thence:

South 06°00'51" East 32.61 feet to the Point of Termination.

EXHIBIT E**(Legal Description of the Access Easement Area)**

By: TRW
Date: July 27, 2021
Project: 10264 DUT5 ALTA

Utility Access Easement

A strip of land, 10-feet in width, 5 feet each side of the following described centerline, situate in the Southwest Quarter of Section 12 and the Southeast Quarter of Section 11, Township 6 North, Range 2 West, Salt Lake Base and Meridian, said strip also located in Marriott-Slaterville, Weber County, Utah. Being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of 400 North Street (Pioneer Road), said point being South 00°12'35" East 765.93 feet along the Section line and North 89°47'25" East 383.97 feet from the West Quarter Corner of said Section 12 and running thence:

South 40°47'28" West 44.05 feet;

thence North 40°38'06" East 41.09 feet;

thence North 34°39'35" East 20.35 feet;

thence Northerly 238.83 feet along the arc of a 148.00-foot radius tangent curve to the left (center bears North 55°20'25" West and the long chord bears North 11°34'08" West 213.74 feet with a central angle of 92°27'27");

thence North 57°47'52" West 328.72 feet;

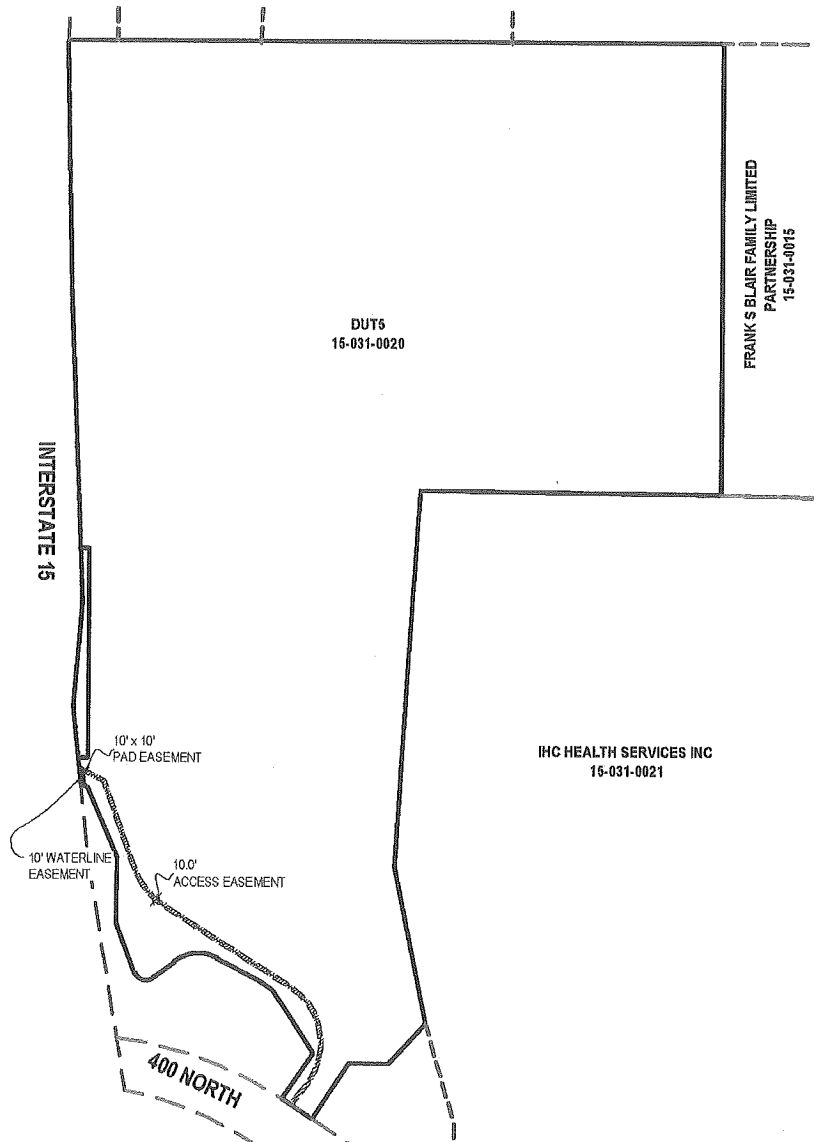
thence Northwesterly 107.37 feet along the arc of a 162.00-foot radius tangent curve to the right (center bears North 32°12'08" East and the long chord bears North 38°48'35" West 105.42 feet with a central angle of 37°58'33");


thence North 19°49'19" West 204.12 feet;

thence North 63°26'16" West 60.88 feet to the Point of Termination.

EXHIBIT F

(Depiction of the Easements)



PROJECT # 10284 DATE 7/27/21 1 OF 1 FILE	DUT 5 ACCESS EASEMENT 1800 WEST 400 NORTH HARRIOTT-SLATERVILLE ACCESS EASEMENT EXHIBIT	FOR: GARDNER BATT 423 W BROADWAY SUITE #230 SALT LAKE CITY, UTAH 84101	919 North 400 West Layton, UT 84041 Phone: 801.567.1100 Fax: 801.593.6315 www.ensignutah.com 
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