

SETTLEMENT AGREEMENT AND EASEMENT AGREEMENT

This Settlement Agreement and Easement Agreement (hereinafter "Agreement") is entered into this 5th day of Oct 2010, by and between Wasatch County, a political subdivision of the State of Utah (hereinafter "County"), and Cobblestone Community Home Owner's Association, (hereinafter "Cobblestone HOA" or "HOA") for the purposes of settling certain claims, controversies, and disputes.

RECITALS

WHEREAS, on May 16, 2002, the County gave final approval to Cobblestone Development, LLC ("Developer") for the Cobblestone Development located in Wasatch County, Utah; and

WHEREAS, pursuant to the Development Agreement between Developer and County signed January 6, 2003, Developer was to transfer to a duly organized Homeowner's Association ownership of any trails within the Cobblestone Development and certain obligations including maintenance of such trails; and

WHEREAS, on April 28, 2003, the HOA was formed and is currently the owner of trails within the Cobblestone Development and is responsible for maintenance of such trails and open space; and

WHEREAS, since final approval of the Cobblestone Development, a dispute has arisen concerning the trails within the Cobblestone Development and whether or not such trails are for public use; and

WHEREAS, the parties have agreed that certain trails in the Cobblestone Development, which are described herein, are public, and that all other trails, open space, and recreational facilities within the Cobblestone Development are private for the use of the Cobblestone residents only; and

WHEREAS, the parties have agreed that equestrian use of the trails in the Cobblestone Development, whether public or private, shall not be permitted; and

WHEREAS, the HOA has agreed to formerly dedicate certain trails as public and to grant the County public easements over such trails; and

WHEREAS, the County desires to contribute in-kind services—which shall only include excavation, grading, and installation of gravel—towards the installation of a public sidewalk along the west side of West Cobblestone Drive; the remainder of the work and materials shall be the responsibility of the HOA and original developer Mike Peterson; and

WHEREAS, both the County and the HOA desire to settle their dispute and all related claims in a manner that is acceptable to the parties.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the HOA agree as follows:

1. WITHDRAWAL OF ALL CLAIMS

In consideration of the promises and covenants contained herein and the compromise and full settlement of all claims relating to public use of open space and trails within the project, each party agrees to withdraw with prejudice any and all claims it may have against each other pertaining to the issue of whether or not the trails and open space within the Cobblestone Development are public or private.

2. GRANT OF PERMANENT EASEMENT FOR PUBLIC ACCESS.

The HOA does hereby grant to the public and to the County a perpetual easement and right-of-way for the purpose of public access for public benefit in, upon, over, and across the real property situated in the County of Wasatch, State of Utah, as shown on the map attached as Exhibit A and described as follows, hereinafter referred to as "Easement Area":

A permanent Public Trail Easement to and across the eight-foot paved trails along the perimeter of the Cobblestone Development, including the portion of the trail that runs along 1200 South. Also, a permanent Public Trail Easement to and across the eight-foot paved trails located on the north side of the Cobblestone development which connect to the Woods at Cobblestone trail system as well as a permanent Public Easement to and across the eight-foot paved trails located on the southeast corner of the Cobblestone Development for the installation of a public trail to connect to a future public trail to the east of the Cobblestone Development. Furthermore, a permanent Public Trail Easement along the west side of West Cobblestone Drive in the event the public trail is installed along West Cobblestone Drive in accordance with Section 6A below. Such trails and easements are more fully depicted in the map attached hereto as Exhibit A and made a part hereof. The map attached as Exhibit A shall take precedence in the event of a conflict between this description and the map.

3. GRANT OF TEMPORARY LICENSE FOR PUBLIC ACCESS.

The HOA does hereby grant to the public and to the County a temporary license and right-of-way for the purpose of public access for public benefit in, upon, over, and across the real property situated in the County of Wasatch, State of Utah, and described as follows until such time as the public trail on the west side of West Cobblestone Drive is installed pursuant to Section 6A:

A Temporary Public Trail License over a portion of the eight-foot paved trail that follows along the east side of West Cobblestone Drive, more particularly described as follows: commencing at the intersection of said trail with the

public trail that runs along the north side of the 1200 South right-of-way, including that portion of the trail that intersects with 1200 South, and running thence north to a point that is more or less on the west side of the existing HOA pavilion; thence heading west across the pavilion parking lot to the edge of West Cobblestone Drive which is more fully depicted in the map attached hereto as Exhibit A and made a part hereof. The map attached as Exhibit A shall take precedence in the event of a conflict between this description and the map.

4. CONFLICTS WITH EXISTING COUNTY RIGHT OF WAY

It is agreed to by the parties that the Easement Area, Temporary Public Trail License, and any other easement granted by this Agreement or in accordance thereof, including descriptions and maps, shall not in any way affect the existing County right-of-way should the applicable description and map conflict with or overlap the County right-of-way. In such a case, the County right-of-way shall remain and have full force and effect.

5. OTHER TRAILS AND OPEN SPACE

It is agreed that all other trails, open spaces, and recreational facilities within the Cobblestone Development, including without limitation, pavilions, sports facilities, and parks not specifically described under Sections 2 and 3 above or indicated as public trails on the map attached as Exhibit A are private and for the sole use and enjoyment of Cobblestone HOA only.

6. INSTALLATION OF SIDEWALK AND PUBLIC TRAIL

- A. The HOA and County, along with original developer Mike Peterson, intend to install a paved public trail on the west side of West Cobblestone Drive. In the event such public trail is installed in accordance with the location and description set forth in Section 2 hereof, such public trail shall be made part of the Public Trail Easement as herein defined. The County shall be responsible for in-kind services including only excavation, grading, and installation of gravel. The remainder of the public trail shall be installed by the HOA and original developer Mike Peterson. The HOA hereby grants County access to allow excavation, grading, and installation of gravel, including vehicular use. HOA shall provide landscaping plans to County on request to allow County to ascertain where sprinklers and sprinkler pipes, if any, are located. However, HOA agrees that County shall not be responsible for any damage—including damage that County causes—to landscaping, sprinklers and sprinkler pipes, and fencing.
- B. Construction under this Section 6 shall commence only when the HOA and original developer Mike Peterson have reached an agreement as to how the additional materials and labor—other than the County's in-kind contributions as defined in 6A above—will be paid for by either the HOA or Mike Peterson. When this occurs,

County shall contribute the in-kind services upon 30 days advance written notice by the HOA. If feasible, the HOA shall permit the County to contribute the in-kind services on the same day as when the pavement is installed by the HOA and/or Mike Peterson.

- C. At any time, the County or designee may install a paved public trail on the southeast corner of the Cobblestone Development connecting the existing perimeter trail with any future trail on the east border of Cobblestone Development or any public right-of-way. It is understood by the parties that construction and installation, under this Section 6C, may include: mowing, cutting, or removal of soil, rock, fencing, or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the trail surface (if any) and/or identifying the public trail. These activities may include vehicular use. The County shall give the HOA 30 days advance written notice before it commences construction under this subsection 6C.
- D. Once such trails are complete, the HOA shall be responsible for maintaining the portion of the trail which lies within the Cobblestone Development, subject to the limitation set forth in Section 7.

7. MAINTENANCE

- A. Unless and until such time as the County creates a special service district or any other means to maintain public trails throughout Wasatch County, the HOA shall have primary responsibility for the maintenance of the Easement Area, excluding the public sidewalk along West Cobblestone Drive. In the event the HOA fails to maintain the Easement Area, the County may, but is not required to, enter onto the property and maintain the Easement Area to the extent that is reasonable and necessary. However, such maintenance by the County shall not relieve the HOA of its maintenance obligations under this Agreement. Cost of any such maintenance provided by the County will be billed to the HOA and, in the event the HOA fails to pay such bill in a timely manner, such costs shall constitute a valid lien on the Property and its lots on a parity with and collected at the same time and in the same manner as general County taxes that are a lien on the Property.
- B. Notwithstanding the above paragraph 7.A., the County is currently in the process of discussing the possibility of creating a special service district to maintain trails throughout Wasatch County that are a part of the county-wide trail system. In the event that such a special service district is created, the Easement Area, excluding the sidewalk along West Cobblestone Drive, shall be maintained by the special service district. In such an event, the HOA's obligations set forth in 7.A. shall no longer exist.

8. REMOVAL OF SIGNS AND BARRIERS

As an express condition of this Agreement, the HOA hereby agrees to remove any and all signs in the Easement Area with any language indicating that the public trails, public easement,

and public license, whether permanent or temporary, are private and closed to the public. In addition, the HOA hereby agrees to remove any barriers impeding public access to public trails within the Easement Area, including but not limited to any existing gates that could potentially be closed to block public access and/or create the impression to the public that the public trails are closed to the public. This includes but is not limited to removal of the existing signs and gates near West Cobblestone Drive and 1200 South, 980 South, and 1950 East. HOA shall remove such signs and barriers within 10 business days of execution of this Agreement.

9. ENFORCEMENT

County may, in addition to other remedies available at law or in equity, compel the HOA to make the Easement Area available for public use by seeking injunctive relief. In addition, County may enforce this agreement by entering onto the property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of County and the public under this Agreement.

10. WARRANTY

The HOA hereby covenants and warrants, as of the date of execution of this Agreement, that it lawfully possesses the Easement Area and that it has a good and lawful right to encumber such. In addition, the HOA warrants that no one has the legally enforceable right (for example, under a lease, easement, or right-of-way agreement in existence as of the date of execution of this Agreement) to prevent public access to the Easement Area and/or the installation of the public trail on the southeast corner of the Cobblestone Development.

11. PUBLIC ENTERS AT OWN RISK

Although the HOA shall be responsible for the maintenance of the public trails within the Easement Area, and although County will contribute in-kind services—which includes only excavation, grading, and installation of gravel—to install the sidewalk along West Cobblestone Drive, and will install the public trail on the southeast corner of the Cobblestone Development at some future time (if any), use of any portion of the Easement Area by members of the general public is at the public's own risk. Neither County nor the HOA by entering into this Agreement assumes any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance, or repair of the public trails, for any unsafe conditions within the Easement Area, for the failure to inspect for or warn against possibly unsafe conditions, or to close the public trail to public access when unsafe conditions may be present.

12. RUNS WITH LAND.

This Easement is an easement appurtenant, and not an easement in gross. It is not assignable or otherwise transferable by the County or the public. The Easement shall be recorded with the Wasatch County Recorder's Office and shall run with the land. This Easement and Agreement is a servitude running with the land and binding upon the HOA and its members, and, upon recordation with Wasatch County Recorder's Office, all subsequent owners of the

Easement Area or any portion of the Easement Area are bound by its terms whether or not such owners had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement.

13. DURATION OF EASEMENT.

This Easement of the Easement Area shall continue in perpetuity to ensure access to the public to the County-wide trail system. However, County may at its sole discretion release such encumbrance if it finds that a public easement over the described land is no longer appropriate, necessary, feasible, and/or practical.

14. ATTORNEY FEES.

If any party hereto institutes a judicial or arbitration proceeding against any party in connection with any dispute or matter arising under this Agreement, the prevailing party shall be entitled to recover its attorney's fees, including, but not limited to, court costs, costs of investigation, accounting costs, extra witness costs, and expenses or other costs reasonably related to the litigation, in such amount as may be determined to be reasonable by the court having jurisdiction over such action. The parties' attorney fees shall be determined by the average hourly rate of a local attorney with the same level of expertise and experience.

15. GOVERNING LAW.

The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Utah.

16. AUTHORITY OF SIGNERS

The persons executing this Agreement on behalf of the HOA and its members and the County warrant that he or she has authority to do so and has authority to bind each respective party to the terms of this Agreement.

17. COMPLETE AGREEMENT, MODIFICATION

This Agreement, together with any attached exhibits, constitutes the entire agreement between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings, or contracts between the parties. This Agreement cannot be modified except by written agreement between the Parties.


18. MISCELLANEOUS PROVISIONS

- A. If, after the date hereof, any provisions of this agreement are held to be invalid, illegal, or unenforceable under present or future law effective during its term, such provisions shall be fully severable. In lieu thereof, there shall be added a provision, as may be possible, that is legal, valid, and enforceable.

- B. All titles, headings, and captions used in this agreement have been included for administrative convenience only and do not constitute matters to be construed in interpreting this agreement.
- C. This Agreement and release given hereunder shall be effective upon execution by both parties.
- D. This agreement shall be recorded in the Wasatch County Recorder's office upon execution, the cost of which shall be born exclusively by the County.


IN WITNESS WHEREOF, the County and the HOA have caused this Agreement to be executed hereunder by their respective officers having specific authority to enter into this Agreement and to bind respectively the County and the HOA to its terms.

For Wasatch County:


 Michael Davis
 Wasatch County Manager

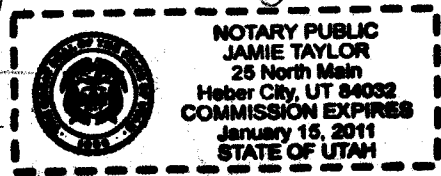
STATE OF UTAH)
) ss.
 COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 5th day of Oct., 2010, by Michael Davis, in his capacity as Wasatch County Manager.


 NOTARY PUBLIC

For the Cobblestone HOA:

Name: Robert Harrington
 Title: President



STATE OF UTAH)
) ss.
 COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 23rd day of September, 2010, by ROBERT HARRINGTON, in his or her capacity as PRESIDENT of the Cobblestone HOA.


 NOTARY PUBLIC



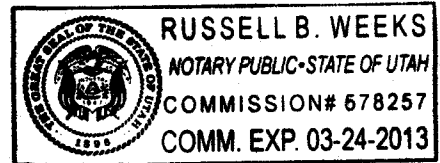
Name: David L Barrus

Title: Treasurer

STATE OF UTAH)

) ss.

COUNTY OF WASATCH)



The foregoing instrument was acknowledged before me this 23rd day of September, 2010, by DAVID L. BARRUS, in his or her capacity as TREASURER of the Cobblestone HOA.

[Signature]
NOTARY PUBLIC

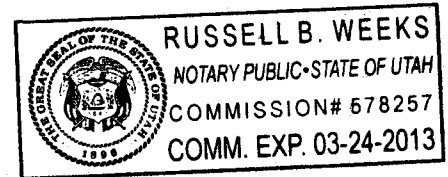
Name: Ryan P. Larsson

Title: Secretary

STATE OF UTAH)

) ss.

COUNTY OF WASATCH)



The foregoing instrument was acknowledged before me this 23rd day of September, 2010, by RYAN P. LARSSON, in his or her capacity as Secretary of the Cobblestone HOA.

[Signature]
NOTARY PUBLIC

Name: [Signature]

Title: BOARD MEMBER

STATE OF UTAH)

) ss.

COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 23rd day of September, 2010, by Luther Palmer, in his or her capacity as BOARD MEMBER of the Cobblestone HOA.

[Signature]
NOTARY PUBLIC

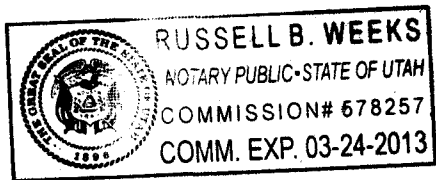
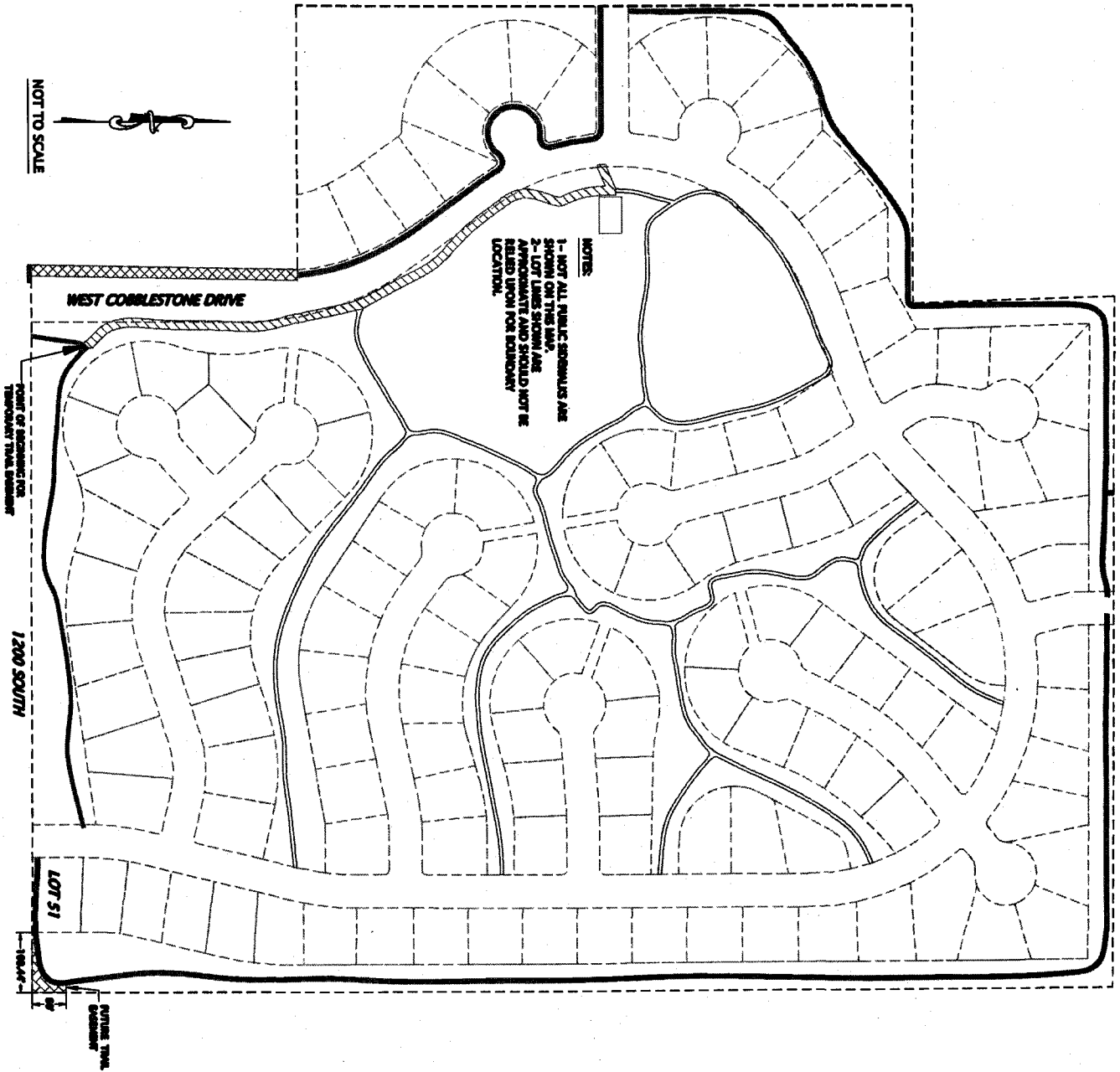


EXHIBIT "A"



LEGEND

- PUBLIC TRAILS / SIDEWALK
- PRIVATE TRAILS
- PUBLIC ACCESS UNTIL SUCH TIME AS A PUBLIC TRAIL IS CONSTRUCTED ALONG THE WEST SIDE OF WEST COBBLESTONE DRIVE
- PUBLIC TRAIL TO BE CONSTRUCTED

JAMES C. KAISERMAN PLS./P.E.
 WASATCH COUNTY SURVEYOR, LIC. #147102

DATE

COUNTY SURVEYOR SEAL
 COBBLESTONE
 TRAILS

WASATCH COUNTY
 SURVEYOR'S OFFICE

PL. #435857-3222 Fax #435857-3207
 25 N Main St. Heber City, UT 84032

DRAWN BY: DAN DATE: 06/30/09

CHECKED BY: JACK DRAINING NO.:

DR. NO. COBBLESTONE TRAILS SHEET 1 OF 1

Cobblestone Subdivision Phase 1 Legal Description

A parcel of land situate in the Southwest Quarter and Southeast Quarter of Section 4, Township 4 South, Range 5 East, Salt Lake Base and Meridian, for which the Basis of Bearing is South 89 Degrees 51 Minutes 12 Seconds West 2641.39 feet between the found 4" Wasatch County Land Survey Brass Caps monumentalizing the South line of the Southeast Quarter of said Section 4 as shown on this map, comprising 16.32 acres of land described in the above Survey Legal Description, also known as Cobblestone Subdivision; being more particularly described as follows: Ent 363251 Bk 1022 Pg 1756 -A

Beginning at a point being North 37.59 feet and East 16.31 feet from the South one quarter corner of Section 4, Township 4 South, Range 5 East, Salt Lake Base and Meridian as monumentalized by a found Wasatch County Land Survey 4" Brass Cap monument set in concrete in valve box in 1200 South Road and stamped with the date of 3-27-2001, said point accepted as a point in the Northerly Right of Way line of 1200 South as shown on the Record of Survey map of Cobblestone Subdivision for dedication to Wasatch County on the Cobblestone Subdivision Plat Map; THENCE South 89 Degrees 54 Minutes 38 Seconds East a distance of 102.19 feet to the true point of beginning of this description and running;

THENCE North 00 Degrees 04 Minutes 43 Seconds West a distance of 382.38 feet to a point on a curve to the left, concave Southwesterly and having a radius of 530.00 feet. The radius point of said curve bears South 89 Degrees 55 Minutes 17 Seconds West.

THENCE along the arc of said curve an arc length of 333.30 feet through a central angle of 36 Degrees 01 Minutes 52 Seconds. The chord of said curve bears North 18 Degrees 05 Minutes 39 Seconds West a distance of 327.83 feet.

THENCE South 82 Degrees 02 Minutes 22 Seconds East a distance of 420.34 feet

THENCE South 56 Degrees 19 Minutes 25 Seconds East a distance of 197.45 feet to a point on a curve to the left, concave Northerly and having a radius of 250.00 feet. The radius point of said curve bears North 33 Degrees 40 Minutes 35 Seconds East.

THENCE along the arc of said curve an arc length of 190.26 feet through a central angle of 43 Degrees 36 Minutes 13 Seconds. The chord of said curve bears South 78 Degrees 07 Minutes 32 Seconds East a distance of 185.70 feet.

THENCE North 80 Degrees 04 Minutes 22 Seconds East a distance of 246.26 feet to a point on a curve to the right, concave Southerly and having a radius of 100.00 feet. The radius point of said curve bears South 09 Degrees 55 Minutes 38 Seconds East.

THENCE along the arc of said curve an arc length of 19.24 feet through a central angle of 11 Degrees 01 Minutes 16 Seconds. The chord of said curve bears North 85 Degrees 35 Minutes 00 Seconds East a distance of 19.21 feet.

THENCE South 88 Degrees 54 Minutes 22 Seconds East a distance of 71.61 feet to a point on a curve to the right, concave Westerly and having a radius of 470.00 feet. The radius point of said curve bears North 82 Degrees 59 Minutes 52 Seconds West.

THENCE along the arc of said curve an arc length of 51.86 feet through a central angle of 6 Degrees 19 Minutes 18 Seconds. The chord of said curve bears South 10 Degrees 09 Minutes 47 Seconds West a distance of 51.83 feet.

THENCE South 76 Degrees 40 Minutes 34 Seconds East a distance of 60.00 feet

THENCE South 13 Degrees 19 Minutes 26 Seconds West a distance of 58.20 feet

THENCE South 86 Degrees 54 Minutes 13 Seconds East a distance of 127.76 feet to a point on a curve to the left, concave Westerly and having a radius of 500.00 feet. The radius point of said curve bears North 83 Degrees 33 Minutes 25 Seconds West.

THENCE along the arc of said curve an arc length of 58.49 feet through a central angle of 6 Degrees 42 Minutes 10 Seconds. The chord of said curve bears North 03 Degrees 05 Minutes 30 Seconds East a distance of 58.46 feet.

THENCE North 00 Degrees 15 Minutes 35 Seconds West a distance of 884.66 feet.

THENCE North 89 Degrees 56 Minutes 34 Seconds East a distance of 50.01 feet.

Cobblestone Subdivision Phase 1 Legal Description (Continued)

THENCE more or less coincident with a fence line evidencing the boundary line by acquiescence between the Garold H.

Christensen property (recorded 5/23/94 as Entry No 173001 in Book 278 at Page 550 Official Records of Wasatch County) and the Premier Custom Homes property (recorded 9/8/00 as Entry 227056 in Book 475 at page 13 Official Records of Wasatch County), South 00 Degrees 03 Minutes 26 Seconds East a distance of 46.54 feet

Ent 363251 Bk 1022 Pg 1756-B

THENCE more or less coincident with a fence line evidencing the boundary line by acquiescence between the Robert W. and Valrie Q. Griffith property (recorded 11/29/96 as Entry No. 191019 in Book 337 at Page 413 Official Records of Wasatch County) and the Premier Custom Homes property (recorded 8/18/99 as Entry 216990 in Book 433 at page 803 Official Records of Wasatch County), South 00 Degrees 06 Minutes 34 Seconds East a distance of 623.99 feet

THENCE more or less coincident with a fence line evidencing the boundary line by acquiescence between the Karl McDonald property (recorded 6/19/85 as Entry No. 135723 in Book 172 at Page 500 Official Records of Wasatch County and also recorded 9/29/77 as Entry No. 111159 in Book 114 at Page 319 Official Records of Wasatch County) and Premier Custom Homes property (recorded 8/18/99 as Entry 216990 in Book 433 at page 803 Official Records of Wasatch County), South 00 Degrees 22 Minutes 16 Seconds East a distance of 676.73 feet more or less to a point on the projection of a fence line accepted as the Northerly Right of Way line of 1200 South Road

THENCE coincident with said Northerly Right of Way line of 1200 South Road, North 89 Degrees 54 Minutes 38 Seconds West a distance of 1211.49 feet to the true point of beginning of this Cobblestone Subdivision Phase 1 description.

The above described Cobblestone Subdivision Phase 1, being Lots 47 through 74 (containing 28 lots) situated on Cobblestone Drive East, Fieldstone Lane, and Fieldstone Circle, contains 16.32 acres more or less.

COBBLESTONE PHASE 2

BOUNDARY DESCRIPTION & BASIS OF BEARING

Ent 363251 Bk 1022 Pg 1756-C

BEGINNING NORTH 37.59 FEET AND EAST 16.31 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS: NORTH 89°51'12" EAST BETWEEN SOUTH ONE-QUARTER AND SOUTHEAST CORNER OF SAID SECTION 4);

AND RUNNING THENCE SOUTH 89°54'38" EAST 102.19 FEET; THENCE NORTH 00°04'43" WEST 382.38 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 89°55'17" WEST;

THENCE NORTHWESTERLY 333.30 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°01'52" (CHORD BEARS NORTH 18°05'39" WEST 327.83 FEET); THENCE SOUTH 82°02'22" EAST 420.34 FEET;

THENCE SOUTH 56°19'25" EAST 197.46 FEET TO THE BEGINNING OF A 250.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS NORTH 33°40'35" EAST;

THENCE SOUTHEASTERLY 190.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°36'13" (CHORD BEARS SOUTH 78°07'32" EAST 185.70 FEET); THENCE NORTH 80°04'22" EAST 246.26 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS SOUTH 09°55'38" EAST;

THENCE NORTHEASTERLY 19.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°01'16" (CHORD BEARS NORTH 85°35'00" EAST 19.21 FEET);

THENCE SOUTH 88°54'22" EAST 71.61 FEET TO THE BEGINNING OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS NORTH 82°59'52" WEST;

THENCE SOUTHWESTERLY 51.86 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°19'18" (CHORD BEARS SOUTH 10°09'47" WEST 51.83 FEET);

THENCE SOUTH 76°40'34" EAST 60.00 FEET; THENCE SOUTH 13°19'26" WEST 58.20 FEET;

THENCE SOUTH 86°54'13" EAST 127.76 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS NORTH 83°33'25" WEST;

THENCE NORTHEASTERLY 58.48 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°42'06" (CHORD BEARS NORTH 03°05'32" EAST 58.45 FEET);

THENCE NORTH 00°15'33" WEST 429.03 FEET; THENCE SOUTH 89°58'46" WEST 161.22 FEET; THENCE SOUTH 00°01'14" EAST 64.23 FEET;

THENCE SOUTH 89°58'46" WEST 77.11 FEET TO THE BEGINNING OF A 325.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 00°01'14" EAST;

THENCE SOUTHWESTERLY 88.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'31" (CHORD BEARS SOUTH 82°10'30" WEST 88.26 FEET);

THENCE SOUTH 74°22'15" WEST 91.16 FEET TO THE BEGINNING OF A 205.00 FOOT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS NORTH 15°37'45" WEST;

THENCE NORTHWESTERLY 212.53 FEET THROUGH A CENTRAL ANGLE OF 59°23'56" (CHORD BEARS NORTH 75°55'47" WEST 203.14 FEET);

THENCE NORTH 46°13'49" WEST 55.73 FEET TO THE BEGINNING OF A 155.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 43°46'11" WEST;

THENCE NORTHWESTERLY 158.90 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°44'13" (CHORD BEARS NORTH 75°35'55" WEST 152.03 FEET);

THENCE NORTH 09°04'55" WEST 51.97 FEET TO THE BEGINNING OF A 155.00 FOOT RADIUS CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS NORTH 02°02'43" WEST;

THENCE NORTHWESTERLY 224.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°58'59" (CHORD BEARS NORTH 50°33'14" WEST 205.38 FEET);

THENCE WEST 535.42 FEET TO THE BEGINNING OF A 430.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 85°34'28" EAST;

THENCE SOUTHEASTERLY 74.71 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 09°57'15" (CHORD BEARS SOUTH 00°33'06" EAST 74.61 FEET) TO THE BEGINNING OF A NON-TANGENT 8.00 FOOT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 84°34'36" WEST;

THENCE NORTHWESTERLY 11.81 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°34'36" (CHORD BEARS NORTH 47°42'42" WEST 10.77 FEET);

THENCE WEST 224.04 FEET; THENCE SOUTH 00°06'09" EAST 545.09 FEET; THENCE NORTH 89°57'52" EAST 477.24 FEET;

THENCE SOUTH 00°46'51" WEST 484.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 18.20 ACRES

COBBLESTONE PHASE 3

BOUNDARY DESCRIPTION & BASIS OF BEARING

Ent 363251 Bk 1022 Pg 1756-D

BEGINNING NORTH 1066.39 FEET AND WEST 455.15 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS: NORTH 89°51'12" EAST BETWEEN SOUTH ONE-QUARTER AND SOUTHEAST CORNER OF SAID SECTION 4);

AND RUNNING THENCE NORTH 00°05'09" WEST 573.94 FEET; THENCE SOUTH 89°53'38" EAST 538.93 FEET; THENCE NORTH 01°45'45" WEST 370.40 FEET; THENCE SOUTH 89°39'20" EAST 338.58 FEET; THENCE SOUTH 89°39'36" EAST 875.15 FEET; THENCE NORTH 89°40'32" EAST 38.51 FEET;

THENCE SOUTH 00°03'26" EAST 619.76 FEET; THENCE SOUTH 89°56'34" WEST 50.01 FEET; THENCE SOUTH 00°15'35" EAST 455.64 FEET; THENCE SOUTH 89°58'46" WEST 161.21 FEET; THENCE NORTH 00°01'14" WEST 284.30 FEET;

THENCE NORTH 88°48'57" WEST 59.99 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS NORTH NORTH 01°11'03" EAST;

THENCE NORTHWESTERLY 203.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 116°43'17" (CHORD BEARS NORTH 30°27'19" WEST 170.27 FEET);

THENCE ON A TANGENT LINE NORTH 27°54'20" EAST 149.14 FEET TO THE BEGINNING OF A 50.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS SOUTH 62°05'40" EAST;

THENCE NORTHEASTERLY 43.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°12'28" (CHORD BEARS NORTH 53°00'34" EAST 42.43 FEET);

THENCE ON A TANGENT LINE NORTH 78°06'48" EAST 34.83 FEET TO THE BEGINNING OF A 360.84 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 77°35'22" WEST;

THENCE NORTHWESTERLY 466.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°02'08" (CHORD BEARS NORTH 49°25'42" WEST 434.50 FEET);

THENCE ON A NON-TANGENT LINE SOUTH 03°33'14" WEST 17.32 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS NORTH 86°26'46" WEST;

THENCE SOUTHWESTERLY 59.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°00'03" (CHORD BEARS SOUTH 20°33'15" WEST 58.48 FEET);

THENCE ON A TANGENT LINE SOUTH 37°33'17" WEST 160.80 FEET TO THE BEGINNING OF A 100.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS NORTH 52°26'43" WEST;

THENCE NORTHWESTERLY 190.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°25'53" (CHORD BEARS NORTH 87°43'46" WEST 163.26 FEET);

THENCE ON A TANGENT LINE NORTH 33°00'50" WEST 61.61 FEET;

THENCE SOUTH 46°39'53" WEST 81.36 FEET TO THE BEGINNING OF A 530.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT FROM WHICH A RADIAL LINE BEARS NORTH 43°20'07" WEST;

THENCE SOUTHWESTERLY 225.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20'50" (CHORD BEARS SOUTH 58°50'18" WEST 223.53 FEET);

THENCE ON A TANGENT LINE SOUTH 71°00'43" WEST 132.53 FEET TO THE BEGINNING OF A 370.00 FOOT RADIUS TANGENT CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 18°59'17" EAST;

THENCE SOUTHWESTERLY 425.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°51'53" (CHORD BEARS SOUTH 38°04'46" WEST 402.30 FEET);

THENCE ON A NON-TANGENT LINE WEST 60.21 FEET TO THE BEGINNING OF A 430.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 85°34'21" EAST;

THENCE SOUTHEASTERLY 74.71 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°57'16" (CHORD BEARS SOUTH 00°32'59" EAST 74.61 FEET), TO THE BEGINNING OF AN 8.00 FOOT RADIUS NON-TANGENT RADIUS CURVE TO THE LEFT FROM WHICH A RADIAL LINE BEARS SOUTH 84°28'24" WEST;

THENCE NORTHWESTERLY 11.79 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 84°28'24" (CHORD BEARS NORTH 47°45'48" WEST 10.76 FEET;

THENCE ON A TANGENT LINE WEST 224.04 FEET TO THE POINT OF BEGINNING.

CONTAINS 19.95 ACRES

ASE)

COBBLESTONE PHASE 4

BOUNDARY DESCRIPTION & BASIS OF BEARING

BEGINNING NORTH 1133.77 FEET AND WEST 163.65 FEET FROM THE SOUTH ONE-QUARTER CORNER OF SECTION 4, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARINGS: NORTH 89°51'12" EAST BETWEEN SOUTH ONE-QUARTER AND SOUTHEAST CORNER OF SAID SECTION 4);

AND RUNNING THENCE SOUTH 89°59'49" EAST 475.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT AND CONCAVE NORTHEASTERLY WITH A RADIUS OF 155.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 80°56'16" EAST; THENCE SOUTHEASTERLY 224.49 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°58'59" (CHORD BEARS SOUTH 50°33'14" EAST 205.38 FEET); THENCE SOUTH 09°04'55" EAST 51.97 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE RIGHT AND CONCAVE SOUTHERLY WITH A RADIUS OF 155.00 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 14°58'02" EAST; THENCE EASTERLY 158.90 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°44'13" (CHORD BEARS SOUTH 75°35'55" EAST 152.03 FEET); THENCE SOUTH 46°13'49" EAST 55.72 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE NORTHERLY WITH A RADIUS OF 205.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 43°46'11" EAST; THENCE EASTERLY 212.52 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°23'56" (CHORD BEARS SOUTH 75°55'47" EAST 203.13 FEET); THENCE NORTH 74°22'15" EAST 91.16 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT AND CONCAVE SOUTHERLY WITH A RADIUS OF 325.00 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 15°37'45" EAST; THENCE EASTERLY 88.54 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°36'30" (CHORD BEARS NORTH 82°10'30" EAST 88.26 FEET); THENCE NORTH 89°58'46" EAST 77.11 FEET; THENCE NORTH 00°01'10" WEST 348.54 FEET; THENCE NORTH 88°48'57" WEST 59.99 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT AND CONCAVE NORTHEASTERLY WITH A RADIUS OF 100.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 01°11'03" EAST; THENCE NORTHWESTERLY 203.72 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 116°43'17" (CHORD BEARS NORTH 30°27'18" WEST 170.27 FEET); THENCE NORTH 27°54'20" EAST 149.14 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 50.00 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 62°05'40" EAST; THENCE NORTHEASTERLY 43.81 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°12'28" (CHORD BEARS NORTH 53°00'34" EAST 42.43 FEET); THENCE NORTH 78°06'48" EAST 34.83 FEET TO THE BEGINNING OF A NON- TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHWESTERLY WITH A RADIUS OF 360.84 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 77°35'22" WEST; THENCE NORTHWESTERLY 466.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 74°02'08" (CHORD BEARS NORTH 49° 25'42" WEST 434.50 FEET); THENCE SOUTH 03°33'14" WEST 17.32 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT AND CONCAVE WESTERLY WITH A RADIUS OF 100.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 86°26'46" WEST; THENCE SOUTHERLY 59.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°00'03" (CHORD BEARS SOUTH 20°33'15" WEST 58.48 FEET); THENCE SOUTH 37°33'17" WEST 160.80 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT AND CONCAVE NORTHERLY WITH A RADIUS OF 100.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 52°26'43" WEST; THENCE WESTERLY 190.99 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 109°25'53" (CHORD BEARS NORTH 87°43'47" WEST 163.26 FEET); THENCE NORTH 33°00'50" WEST 61.61 FEET; THENCE SOUTH 46°39'53" WEST 81.36 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT AND CONCAVE NORTHWESTERLY WITH A RADIUS OF 530.00 FEET AND FROM WHICH A RADIAL LINE BEARS NORTH 43°20'07" WEST; THENCE SOUTHWESTERLY 225.22 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°20'50" (CHORD BEARS SOUTH 58°50'18" WEST 223.53 FEET); THENCE SOUTH 71°00'43" WEST 132.53 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT AND CONCAVE SOUTHEASTERLY WITH A RADIUS OF 370.00 FEET AND FROM WHICH A RADIAL LINE BEARS SOUTH 18°59'17" EAST; THENCE SOUTHWESTERLY 425.34 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°51'53" (CHORD BEARS SOUTH 38° 04'46" WEST 402.30 FEET) TO THE POINT OF BEGINNING.

CONTAINS 16.28 ACRES

6.49 ACRES OPEN SPACE / COMMON AREA