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PEGGY FOY SULSER, Recorder
WASATCH COUNTY CORPORATION
For: JORDANELLE SPECIAL SERVICE DIST
RICT

Project/Subdivision: SkyRidge

Developer: Jordanelle Land Investors, LLC

**JORDANELLE SPECIAL SERVICE DISTRICT
CULINARY WATER AND SANITARY SEWER
DEVELOPMENT AND SERVICE AGREEMENT**

THIS DEVELOPMENT AND SERVICE AGREEMENT (“Agreement”), is made and entered into effective this 21st day of June, 2018, by and between JORDANELLE SPECIAL SERVICE DISTRICT, a political subdivision of the State of Utah (the “District”), and JORDANELLE LAND INVESTORS, LLC a Utah limited liability company (the “Developer”). The District and the Developer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

A. Pursuant to U.C.A. Sections 17D-1-101 *et. seq.* the District is authorized, among other things, to acquire works, facilities and improvements necessary or convenient to the full exercise of the District’s powers, and to operate, control, maintain, and use those works and facilities and improvements, and to enter into contracts that the District considers necessary, convenient, or desirable to carry out the District’s purposes.

B. The Developer is developing a real estate project known as Sky Ridge (the “Project”) on land owned by the Developer, said land being more particularly described in EXHIBIT “A” attached hereto and incorporated by reference herein (the “Project Property”).

B. The Developer is developing the Project within the service area of the District and is desirous of obtaining culinary water and sanitary sewer services from the District for the Project.

C. The District is willing to provide culinary water and sanitary sewer services for the Project in conformance with and subject to the provisions of this Agreement and the rules and regulations of the District.

D. This Agreement contains various general requirements and conditions for the design, construction and installation of the culinary water and sanitary sewer systems to be developed in connection with the Project which supplement the District’s rules and regulations, and sets forth the procedures governing the District’s review, approval, inspection and acceptance of said systems as a condition to the District providing retail culinary water and sanitary sewer services to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. PROJECT SYSTEMS

(a) Project Systems Defined. The project systems required to be constructed and installed by the Developer shall include the Culinary Water System and the Sanitary Sewer System (sometimes referred to herein collectively as the "Project Systems"), each described as follows:

(1) Culinary Water System. The Project "Culinary Water System" shall include all culinary water transmission lines extending from the prescribed point of connection with the District's existing culinary water system which are necessary in providing culinary water service to the Project, all internal culinary water main lines and individual service lines within the Project, all water meters and meter boxes, all necessary valves and valve boxes, all required pumps and pump stations, all pressure regulation systems, all culinary water system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide culinary water service within the Project.

(2) Sanitary Sewer System. The Project "Sanitary Sewer System" shall include all sewer transmission lines extending from the prescribed point of connection with the District's existing sanitary sewer system which are necessary in providing sanitary sewer service to the Project, all internal sewer main lines within the Project, all individual service lines within the Project, all sewer valves and valve boxes, all sewer pumps and pump stations, all pressure regulation systems, all sewer system manholes, and all other pipes, fittings, equipment and facilities necessary to enable the District to provide sanitary sewer collection and treatment services within the Project.

(b) Project System Extensions. In order to maintain the contiguity of the District's culinary water and sanitary sewer systems as property develops within the District, each of the Project Systems within the Project Property shall be constructed and installed by the Developer either within dedicated public streets or existing utility easements and/or within new utility easements granted by the Developer to the District as provided in Section 1(d)(3) below, in either case so as to extend to the outer boundaries of the Project Property, as directed by the District.

(c) Design of Project Systems. The Project Systems shall be designed, constructed, and installed in strict conformance with the requirements of this Agreement, the District's Design Standards, Construction Specifications and Standard Drawings, and all applicable law. The Project Systems shall be designed, constructed, and installed by Developer at its sole cost and expense.

(d) Representation of Ownership of Project Property; Dedication and Easements. The Developer represents that:

(1) Developer is the owner of the property upon which the Project is being developed and for which services are being requested of the District.

(2) The Project Systems required for the Project shall be installed in streets dedicated or to be dedicated as public streets and/or within public easements and rights-of-way which have been granted or shall be granted to the District in conformance with the requirements of Subsection (3) below, prior to the transfer of the Project Systems to the District as provided in Section 9. For any portion of the Project Systems to be installed on property that is not part of the Project Property, and not part of existing public streets or public utility easements, the Developer shall acquire and grant easements to the District in conformance with the requirements of Subsection (3) below, prior to the commencement of construction.

(3) If Project Systems are to be constructed and installed outside of a public street or existing dedicated public utility easement, the Developer, at no cost to the District, shall obtain and grant

to the District such perpetual public utility easements and rights-of-way as shall be necessary for the District to own, manage, operate, maintain, repair and replace the Project Systems to be situated within said easements. In order to facilitate the District's long term maintenance and repair of those portions of the Project Systems which are to be constructed and installed within new public utility easements, the Developer agrees as follows:

(A) The location and width of any new public utility easement to be granted to the District for the Project Systems shall be as specified by the District; except that if any such easement is to be situated between two permanent structures, such easement shall be a minimum of thirty feet (30') in width; and the Developer shall require, in the form of a restrictive covenant in the deed to the adjoining lots, or by other legal means, that the area within the easement between the two structures be left open without fencing or other encumbrance, and that no vegetation other than turf grass be allowed to be planted within the area of said easement.

(B) Subject to the provisions of Subsection (A) immediately above, the District, at its discretion, may require that the area of any public utility easement, or a portion thereof, shall be surfaced with asphalt, poly or other surfacing material capable of supporting heavy duty truck traffic, as specified by the District. If such special surfacing is required, the area to be surfaced shall be finished to a minimum width of ten feet (10'), and the Project Systems beneath the surface shall be covered to such depth as shall be specified by the District.

(C) All such grants of easement shall be in form and substance acceptable to the District and shall be executed and recorded by the Developer at its sole expense prior to transfer of the Project Systems to the District as provided in Section 9 herein.

2. SYSTEM IMPACTS AND IMPACT FEES

(a) Impact Fees. Pursuant to the District's current water and sewer impact fee analyses, the District will assess water and sewer impact fees against the Project's use of water and sewer capacity. All impact fees which are required to be paid by the Developer in conformance with the rules and regulations of the District shall be payable, in full, prior to the Developer's application for a building permit from Wasatch County. The Developer understands and agrees that the District will not approve the issuance of a building permit until all required impact fees and other fees required by this Agreement are paid in full. Impact fees will be assessed at the rates in effect at the time Developer applies for a building permit. Final calculation of impact fees will be based on the approved Final Plan.

(b) Impacts to Water System. Based on the most recent preliminary design drawings prepared by the Developer, the Project will be charged impact fees for 674.4 Equivalent Residential Units ("ERUs") of water capacity. The Project will be charged the full, unbonded water impact fee rate.

(1) Because the Project contains too many ERUs to be served by a single connection to the District's existing transmission system, the Developer will be required to construct a second, looping connection to the existing transmission system. That second connection may, in the future, serve properties outside the Project. The Developer may seek contribution from such other property owners to the cost of the second connection. Alternatively, the District is willing to consider entering into a pioneering agreement providing for reimbursement to the Developer of a portion of the costs of the second connection, based on the benefit of the second connection to other property owners. Any such agreement would be based on the final design of the second connection, as shown on the Final Plan.

(2) Lots developed in the lower portion of the Project may be served by storage capacity in the existing Lower East Park Tank. For any ERUs that cannot be served by the Lower East Park Tank, to be determined by the District in its sole discretion, the Developer will be required to build (i) its own storage tank, to be located adjacent to the Upper East Park Tank, or in another suitable location, to be determined by the District in its sole discretion, and (ii) an upsized booster station to serve the new tank. The District will waive the storage portion of the water impact fees that would otherwise be assessed against any ERUs that are served by storage constructed by the Developer.

(c) Impacts to Sewer System. Based on the most recent preliminary design drawings prepared by the Developer, the Project will be charged impact fees for 513.2 ERUs for sewer capacity. Based on a reassignment of sewer capacity units from the predecessor-in-interest in the Project Property, the Project will be charged the lower, bonded impact fee rate.

(d) Development Assumptions. The system impacts described in this Section 2 are based on the most recent preliminary design drawings prepared by the Developer, which include up to 483 single family homes, 20 townhomes, 3 -hole golf course with golf clubhouse and ancillary buildings, equestrian facility and ancillary buildings and the equivalent of 55 total acres of irrigated golf and equestrian facility improvements. If the Final Plan differs from the preliminary plans, system impacts and impact fees will be subject to recalculation by the District. The anticipated impact fee assessment schedule for these types of development for Sky Ridge are shown in the following two tables.

Anticipated Water Impact Fee Assessment Schedule			Expected Total of Use Category Assessment Units	Expected Total Assessment (Water Capacity Units)
Use Category	Assessment Rate (Water Capacity Units)	Use Category Assessment Unit		
Single Family	0.91	per Unit	483	437.2
Townhomes	0.68	per Unit	20	13.5
Golf Clubhouse and Equestrian	0.40	per Indoor ERU	10.2	4.1
Golf and Equestrian Irrigation	3.99	per Irrigated Acre	55.0	219.5
			Total	674.4

Notes

- Water Capacity Units incorporate both indoor and outdoor use. Because outdoor use varies from unit type to unit type, and development to development, the values show in this table are custom and applicable to this development only. Numbers included in this table are based on reduced irrigated acreage as requested by the developer. Correspondingly, irrigated acreage may not exceed 5,500 SF per single family lot, 3,000 SF per townhome lot, and 55 acres of total irrigated golf course and equestrian facilities. When more detailed information regarding indoor water use at the golf course club house and equestrian facility is available, the District will determine the equivalent number of Indoor ERUs to be assessed. Nothing herein shall prevent the Developer from utilizing a portion of the irrigation water allocated to the golf and equestrian facilities described herein to provide additional irrigation water to a single family lot, multi-family townhome or any other land use that may be eventually approved for the Development by Wasatch County so long as the amount of reserved water is not exceeded.

Anticipated Sewer Impact Fee Assessment Schedule			Expected Total of Use Category Assessment Units	Expected Total Assessment (Sewer Capacity Units)
Use Category	Assessment Rate (Sewer Capacity Units)	Use Category Assessment Unit		
Single Family	1.00	per Unit	483	483.0
Townhomes	1.00	per Unit	20	20.0
Golf Clubhouse and Equestrian	1.00	per Indoor ERU	10.2	10.2
			Total	513.2

Notes

When more detailed information regarding indoor water use at the golf course and equestrian facility is available, the District will determine the equivalent number of Indoor ERUs to be assessed.

(e) Golf Clubhouse and Equestrian Facility. The Parties specifically acknowledge and agree that the current water and sewer capacity impacts described above include estimates of the water and sewer impact arising from the Golf Clubhouse and the Equestrian Facility. When Final Plans for the Golf Clubhouse and for the Equestrian Facility are submitted, the water and sewer impact fees attributable to these improvements will be reassessed and updated, if necessary.

3. WATER RIGHTS, WATER SOURCE, WILL SERVE

(a) The Developer must reserve the right to use water rights or interests owned by the District and/or provide to the District water rights or shares sufficient to satisfy the District's water service requirements for the Project. Based on the most recent preliminary design drawings prepared by the Developer, (more specifically described in Section 2(d)), the Project will require 583 acre-feet of water. The final calculation of water required for the Project will be based on the Final Plan.

(b) Pursuant to a Water Reservation Agreement, the Developer has previously reserved the right to use water rights or interests owned by the District, in the amount of 583 acre-feet. The Developer shall pay to the District any unpaid water reservation fees, if any, within ten (10) calendar days from the execution of this Agreement. If the Developer does not timely pay any unpaid reservation fees, the District may terminate this Agreement in its sole discretion and in any event, the District is not required to perform any obligations under this Agreement until all reservation fees are paid in full.

(c) If the Project requires additional water rights beyond the reserved water referenced above, the water rights must be approved by the District, in its sole discretion, and be transferred to the District in conformance with the following:

(1) The water rights or shares proposed to be transferred to the District (the "Water Rights"), shall first be presented to the District for its preliminary approval. If the proposed Water Rights are preliminarily approved by the District, the Developer shall be required to file with the Division of Water Rights an Application for Permanent Change of Water ("Change Application"), in order to obtain the legal authorization required to enable the District to the Water Rights to provide water service to the Project.

(A) The Change Application shall identify the District as an "Interested Party" on the Change Application. If the Water Rights consist of shares in a water company, the Change Application must be approved by the applicable water company in accordance with Utah Code Ann. 73-3-3.5.

(B) The Change Application shall: (i) be filed for such quantity of water as shall be required to satisfy the legal and administrative requirements of the District in providing water service to the Project, as determined by the District in Subsection 3(a)(1)(C) below; (ii) identify the hereafter nature, period and place of use of the water as year-round municipal use (or secondary irrigation use, as applicable) within the service area of the District, and (iii) describe as the hereafter points of diversion the points of diversion of such existing District well points, and possible future well points, if any, as the District shall determine, taking into account any applicable State Engineer's groundwater management policy, all in the District's sole discretion.

(C) A Water Rights Worksheet shall be utilized by the Developer in ascertaining the quantity of water rights to be included in the Change Application and to ultimately be conveyed to the District to satisfy the water service requirements of the Project, in conformance with the following:

(i) The Water Right requirement shall be quantified at the District's standard rates of 0.45 acre-feet per equivalent indoor residential unit ("ERU") and 3 acre-feet per irrigated acre or as determined by the County Water Board. The District determines the number of equivalent indoor residential units and the irrigated acreage associated with a development at its sole discretion. If the determination of the Water Requirement made by the County Water Board conflicts with the determination made by the District, the determination by the County Water Board will prevail.

(ii) The Water Rights Worksheet, together with a copy of the final, non-appealable order of the State Engineer approving the Water Rights, shall be submitted concurrently with the Final Plan, as provided in Section 4 herein, for review and approval by the District. The Water Rights shall be reviewed internally by the District in consultation with its consulting engineer and attorney. The Developer shall cooperate with the District in the review of the Water Rights so as to satisfy the requirements of the District.

(2) Upon issuance of the State Engineer's order approving the Change Application, the Developer shall submit a copy of the order to the District. The District shall have the right to review and approve the terms of the order as a condition to the District's final approval and acceptance of the Water Rights. A final, non-appealable order issued by the State Engineer approving the Change Application on the Water Rights, the terms and conditions of which are accepted by the District in its sole discretion, shall be required as a condition to the District's final approval and acceptance of the Water Rights.

(3) Upon approval of the Water Rights by the District, the Developer, at its sole expense, shall be required to obtain a policy of water rights title insurance on the Water Rights, naming the District as the insured in said policy.

(4) Subsequent to review and approval of the Water Rights by the District and the issuance of the water rights title policy, the Developer shall transfer the Water Rights to the District, without cost, and by appropriate instruments of conveyance (e.g., a water rights deed or transfer of shares) in form and substance first approved by the District's attorney, free and clear of all liens and encumbrances, except as may be expressly approved and accepted by the District in writing. The Water Rights must be transferred prior to the District's issuance of a Notice of Final Acceptance, pursuant to section 8, below.

(5) The Developer, at its sole cost and expense, shall have the sole responsibility to prepare and file the Report of Water Rights Conveyance and any other document required to be filed to properly document the transfer of the Water Right to the District in the files of the Division of Water Rights, and to immediately record the Water Right conveyance document with the Recorder of Wasatch County, Utah and file a copy of the recorded conveyance document with the Division of Water Rights.

(6) Upon transfer of title to the District, the water rights shall then be commingled and become a part of the total water rights of the District, and the water available for use thereunder shall become a part of the total water supply of the District, through which all of its customers, including the Project, will be served on an equal priority basis.

(7) The Developer hereby: (i) recognizes the legal authority of the District to impose a water right exaction for the Project; (ii) acknowledges that there is a legitimate District interest in requiring the exaction of water rights to enable the District to provide water service to the Project; (iii) acknowledges that Developer has reviewed with the District the basis and methodology in quantifying the Water Rights required to be dedicated pursuant to the District's exaction requirement as set forth in the Water Rights Worksheet; (iv) acknowledges and agrees that the exaction of Water Rights imposed hereunder is roughly proportional, both in nature and extent, to the impact of the water service requirements of the Development upon the District; (v) knowingly accepts and agrees to be bound by the quantification of the Water Rights to be dedicated as set forth herein; and (vi) affirmatively waives any right to challenge or seek other recourse as to the validity and fairness of the quantification of the Water Rights required to be dedicated hereunder.

(d) Following execution of this Agreement, and receipt of unpaid water reservation fees, if any, the District will provide the Developer with a "will serve" letter, indicating the District's commitment to provide water and sewer services to the Project, subject to the terms and conditions of this Agreement.

4. FINAL PLAN

(a) Following the execution of this Agreement and approval of preliminary plans by the Wasatch County Planning Commission, the Developer shall prepare and submit to the District a final set of construction drawings, plans and profiles (the "Final Plan"), in conformance with the following:

(1) The Final Plan shall comply with the District's Design Standards, Construction Specifications and Standard Drawings.

(2) The Final Plan submittal shall be reviewed internally by the District and in consultation with its consulting engineer and attorney. The Developer shall cooperate with the District in revising and conforming the Final Plan to the requirements of the District and its engineer. The Developer acknowledges that the District is not bound by any review or comment by the District on any preliminary design drawings for the Project provided by the Developer. The District may approve or deny the Final Plan in its sole discretion.

(3) The Final Plan must be approved in writing by the District and designated Wasatch County officials prior to holding the pre-construction meeting required to be held pursuant to Section 6(a) herein. In no event shall any construction or installation of the Project Systems be commenced by the Developer or its contractors without the Final Plan being approved by the District in writing.

(b) Based on its review of the Final Plan, the District will calculate an Inspection and Connection Fee (the "Inspection Fee"), to be assessed on the Project. The Inspection Fee is to cover the costs incurred by the District in conducting necessary inspections of the Project Systems. The Developer must pay the Inspection Fee to the District before the District will approve the Final Plan.

(c) The District shall deliver the Final Plan, as approved in writing by the District and Wasatch County, to the Utah Division of Drinking Water for its review and approval. Upon compliance with all Division of Drinking Water regulations, the Division of Drinking Water shall issue an operating permit to the District, which permit must be issued prior and as a condition to the District providing water and sanitary sewer service to the Project as provided in Section 9(b).

(d) A copy of the fully approved Final Plan must be filed with the District and the Wasatch County Building Department by the Developer after receiving Final Plan approval from the District.

5. NOT USED

6. CONSTRUCTION OF PROJECT SYSTEMS

(a) Pre-construction Meeting. After receiving approval by the District of the Final Plan and prior to the commencement of construction of the Project Systems, the Developer and its contractors shall be required to attend a pre-construction meeting, as scheduled by the District, to be attended by the Developer and its contractors, District personnel and its consulting engineers, building officials of Wasatch County, and others as determined by the District or the Developer, for the purpose of reviewing the terms and provisions of this Agreement and the applicable provisions of the District's rules and regulations, coordinating the construction and responding to questions. The Developer shall deliver to the District a CD containing the CAD file for the Project at the pre-construction meeting.

(b) Governmental Agency Permits. Prior to commencement of construction of the Project Systems, the Developer shall, at its sole cost and expense, secure, or cause to be secured, any and all permits which may be required by any other governmental agency having jurisdiction over the work.

(c) Insurance. During the period beginning with commencement of any construction work related to the Project Systems, and ending on the date that is the end of the warranty period, the Developer shall furnish, or cause to be furnished, to the District satisfactory certificates of insurance from reputable insurance companies evidencing death, bodily injury and property damage insurance policies in the amount of Two Million Dollars (\$2,000,000) single limit, naming the District as an additional insured. Certificates of insurance shall be submitted to the District at the Pre-construction Meeting referenced in Section 6(a). The Developer shall require that all contractors performing work in connection with the Project Systems shall be obligated to maintain adequate worker's compensation insurance and public liability coverage. The Developer shall not commence any work in connection with the construction and installation of the Project Systems until the required certificates of insurance have been submitted to the District.

(d) Notice to Proceed with Construction. At such time as: (i) Developer has paid all required impact fees as required in Section 2, (ii) District has approved and executed the Final Plan as required in Section 4(a), (iii) Developer has paid the Inspection Fee required in Section 4(b), (iv) Developer has delivered the CD containing the CAD file for the Project as required in Section 6(a), (v) Developer has obtained all required governmental agency permits as required in Section 6(b), (vi) Developer has delivered the certificates of insurance as required in Section 6(c), and (vii) Developer has posted the

Improvement Assurance required pursuant to Section 10(b), the District shall issue a "Notice to Proceed with Construction."

(e) Construction.

(1) The Developer shall be required to furnish all materials and equipment as shall be necessary for the construction and installation of the Project Systems.

(2) The Project Systems shall be constructed and installed by the Developer, at Developer's sole cost and expense, in accordance with the District's Design Standards, Construction Specifications and Standard Drawings, or otherwise as approved by the District in writing.

(3) The Developer agrees that all work performed in connection with the construction and installation of the Project Systems shall be of the highest quality and be performed in a safe, workmanlike manner.

(4) The Developer shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations pertaining to the Developer's activities relating to the design, construction and installation of the Project Systems, and any portion thereof, including, without limitation, all County ordinances and the District's rules and regulations.

(5) District officials and its engineers shall have the reasonable right of access to the Project and any portion thereof during the period of construction and during the Warranty Period addressed in Section 10 herein, to inspect and observe the Project Systems, and any work thereon, and for all other purposes necessarily incident to this Agreement

(6) District representatives will comply with the Developer's standard safety rules while on the Project site.

(f) Periodic Inspection, Testing and Approvals.

(1) The District and its engineers may perform periodic inspections and testing of the Project Systems while the same are being installed by the Developer or its contractors.

(2) No work on Project Systems requiring any excavation shall be covered over unless and until the same has been inspected and approved by the District's representatives or other governmental entities having jurisdiction over the particular work involved. If any excavation is backfilled prior to inspection, the Developer, upon request from the District, shall be obligated to re-open the trench for inspection and the same shall not be re-covered until the appropriate inspections have been performed and all required approvals have been received.

(3) The District shall conduct such tests as it shall deem necessary, and all tests specified by the District's engineer to be performed shall be at the Developer's sole cost and expense in conformance with the provisions of Section 4(b) herein.

(4) The Developer shall promptly repair and/or replace any work and /or materials found by the District during the course of its inspections to be defective or which is otherwise not in conformity with the District's design standards and specifications, as required by the District consistent with the Final Plan approved by the District, all at Developer's sole cost and expense.

(5) The Developer shall promptly correct and/or redo any work that fails to conform to the requirements of the District's construction standards and specifications, and shall remedy any defects due to faulty materials, equipment, or workmanship, as required by the District, at Developer's sole cost and expense.

(g) Maintenance and Up-keep During Construction. During construction of the Project Systems, Developer shall keep, or shall cause its representatives, agents and contractors, to keep the Project and all affected public streets free and clear from any unreasonable accumulation of debris, waste materials, and any nuisances arising from the construction of the Project Systems, and shall contain construction debris and implement reasonable dust control measures so as to minimize scattering via wind and water.

(h) Completion of Construction; Final Construction Approval.

(1) After completion of construction of the Project Systems, or any portion thereof, the District shall perform an inspection (the "Final Completion Inspection"). The Developer shall cooperate with the District in completing any punch-listed items identified during the Final Completion Inspection as a condition to the District's approval thereof. All County approvals shall be obtained as a condition precedent to District approval.

(2) The actual interconnection of the Project Systems with the District's main water and sanitary sewer outfall lines shall be done by the Developer under the direct supervision of the District.

(3) At such time as the Developer has fully completed and the District has finally approved the punch-listed items identified in the Final Completion Inspection, and all Project Systems have been interconnected to the District's main water and sanitary sewer outfall lines, to the District's satisfaction, the District shall issue its final approval on all construction ("Notice of Final Construction Approval").

(4) The Improvement Assurance Warranty Period set forth in Section 10 shall commence to run upon the issuance by the District of the Notice of Final Construction Approval.

(5) Subsequent to the issuance of the Notice of Final Construction Approval, the District shall prepare or cause to be prepared, or the District, at its sole discretion, may cause the Developer to prepare or cause to be prepared, a minimum of four sets of final "as-built" drawings for all Project Systems. If the as-builts are prepared by the District, the Developer shall pay for the preparation of the as-builts as billed by the District. Furthermore, if the District prepares the as-builts by hiring a consultant, then the selection of such a consultant shall be by mutual agreement between the District and the Developer. The District shall retain two set of as-builts, one set shall be delivered to the Developer, and one set to the Utah Division of Drinking Water. In addition, the Developer shall submit another set of electronic as-built drawings to the District in both .dwg and .pdf formats. The .dwg files must be located horizontally and vertically in the *NAD 1983 StatePlane Utah Central FIPS 4302 (US Feet)* coordinate system. The Developer shall provide to the District an itemization of all construction costs expended by the Developer in connection with the construction of the Project Systems, which information the District is required by its auditors to obtain for District audit purposes.

7. FINAL PLAT. The District shall execute the final mylar plat ("Final Plat") for the Project prior to the recording thereof by the Developer. Upon completion and recording of the Final Plat for the Project, the Developer shall deposit two (2) copies of the fully-executed Final Plat with the District.

8. FINAL ACCEPTANCE OF THE PROJECT. The District shall issue its notice of final acceptance of the Project Systems ("Notice of Final Acceptance"), upon satisfaction of the following:

- (a) The issuance of a Notice of Final Construction Approval;
- (b) Receipt by the District of the Final Plat; and
- (b) Receipt of appropriate lien releases for all Project Systems, and portions thereof.
- (c) Payment in full of all Impact Fees and all other fees and charges due and owing on the Project.

9. TITLE TRANSFER; OPERATION AND MAINTENANCE; SERVICE

(a) Transfer of Title to Project Systems to the District. The Notice of Final Acceptance, upon issuance, shall be a written acknowledgment by the Parties that all of Developer's right, title, estate and interest in and to the Project Systems is deemed transferred by the Developer to the District and that the District thereby accepts and assumes the perpetual obligation of operation, maintenance, repair and replacement of the Project Systems. Title transfer and the resulting obligations of the District as set forth herein shall be expressly subject to the Developer's Improvement Assurance obligations set forth in Section 10 herein. The Project Systems deemed transferred to and accepted by the District are delineated as follows:

(1) Culinary Water System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Culinary Water System within the Project up to and including the water meter and meter box on each lot within the Project. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the water service lateral and all related culinary water facilities and equipment serving their lot beginning at lot owner's point of connection at the water meter.

(2) Sanitary Sewer System. The District shall take title to and thereafter own, operate, maintain, repair, replace and be responsible for all aspects of the Sanitary Sewer System within the Project up to the point of connection of the service lateral serving each lot with the sanitary sewer main line in the street. The individual lot owners shall own, operate, maintain, repair, replace and be responsible for the connection to the sanitary sewer main line and the connection at the main line, and all related sewer facilities and equipment serving their lot on the lot owner's side of the connection.

(b) Service Connections. The Developer shall not install any service connections to the Project Systems before the District issues the Notice of Final Acceptance

(c) Obligation to Provide Service. Upon compliance with all of the terms and conditions set forth in this Agreement, and with all other applicable requirements of the District, and subject to the provisions of Section 10 herein, the District shall be obligated to provide culinary water service and sanitary sewer service to the individual owners of lots within the Project on the same basis as all other similarly situated customers within the service area of the District in accordance with the rules, regulations, and rate schedules of the District. Service will be subject to the payment of service fees.

10. WARRANTY OF CONSTRUCTION; IMPROVEMENT ASSURANCE

(a) Improvement Assurance Warranty; Warranty Period. The Developer shall warrant and guaranty that the Project Systems shall be free of defects in materials or workmanship for a period of one (1) year from the date of commencement of the Improvement Assurance warranty period as provided in Section 6(h)(4) herein (the "Warranty Period").

(1) If at any time during the Warranty Period any materials or workmanship furnished by the Developer shall prove defective or be found in disrepair, Developer shall, upon written notice from the District, promptly repair or replace the defective materials and/or work to the satisfaction of the District.

(2) During the Warranty Period, the Developer shall be required to keep all manholes, valve and meter boxes, drains and lines in good repair and free from all rock, dirt and other debris in order to assure the District has unobstructed access for periodic inspections during the Warranty Period.

(b) Improvement Assurance. The Developer's Improvement Assurance warranty obligation hereunder shall be secured by the posting of required bonds with Wasatch County. Notwithstanding any law or ordinance to the contrary, Developer acknowledges and agrees that the District is an intended third party beneficiary of all performance, payment, warranty, and other bonds posted with Wasatch County, in connection with the Project.

(c) Prior to the end of the Warranty Period, the District shall perform a final inspection of the Project Systems (the "Final Warranty Inspection"). The Final Warranty Inspection may include, but not be limited to a televised inspection of all sanitary sewer lines within the Project. The Developer shall be required to repair or replace any defective materials and/or work then existing related to the Project Systems, to the satisfaction of the District. Upon completion of the Final Warranty Inspection and final approval by the District, the District shall approve the release of bonds by Wasatch County.

11. INDEMNIFICATION. The Developer hereby agrees to indemnify and hold the District harmless from and against any and all liability, loss, damage, costs, or expenses, including reasonable attorney's fees and court costs, arising from or as a result of the death of any person or any accident, injury, loss, or damage whatsoever caused to any person or to the property of any person as a result of construction activities by the Developer, its agents, employees or contractors, and any claim by any contractor or other person for any amounts due and owing by the Developer to said contractor or person. The Developer shall not be responsible for, and this indemnity shall not apply to (i) any negligent acts or omissions of the District, or of its agents, employees or contractors, or (ii) any liability, loss, damage, costs or expenses, including attorney's fees and court costs, arising in connection with any work performed by third-parties, such as public or private utility companies, that are not under the control of the Developer. At the end of the Warranty Period provided for in Section 10 herein, and the District's final approval and acceptance of the Project Systems, the indemnity obligations of the Developer set forth herein shall cease to apply with respect to any work or activity performed by the Developer, its agents, employees or contractors on or after that date.

12. DEFAULT. In the event Developer fails to perform its obligations hereunder or comply with the terms and provisions hereof, and such failure remains uncured for a period of thirty (30) days (the "Cure Period"), after receiving written notice of default from the District, and provided that (i) such default cannot reasonably be cured within the Cure Period, and (ii) the Developer shall have commenced to cure such default within such Cure Period and thereafter uses reasonable efforts to cure the same, then the Cure Period shall be extended for so long as shall be required for the Developer to exercise reasonable

efforts to cure the default. If however, the default remains uncured for a period of one hundred twenty (120) days in the aggregate, then the District may, at its election, pursue all rights and remedies which it may have at law and in equity, including but not limited to injunctive relief, specific performance and/or damages, and termination of the Agreement.

13. **ASSIGNABILITY.** With the written approval of the District, the Developer may assign its rights and delegate its duties hereunder to a third party purchaser of all or a portion of the Project, subject to the terms and provisions of this Agreement. In the event of an assignment, the assignee shall be jointly and severally liable with the Developer for the performance of each and every obligation of the Developer contained in this Agreement, unless, prior to the assignment, an agreement satisfactory to the District, delineating and allocating between the Developer and the assignee the various rights and obligations of the Developer hereunder has been approved by the District. Prior to any assignment, the Developer shall obtain and deliver to the District a written statement executed by the assignee, duly acknowledged by a notary public, wherein the assignee acknowledges that it has reviewed and is familiar with the terms and provisions of this Agreement, and agrees to be bound hereby.

14. MISCELLANEOUS PROVISIONS

(a) **Notice.** All notices required or desired to be given hereunder shall be in writing and shall be deemed to have been given on the date of personal service upon the Party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, and addressed to the Parties at the following addresses:

TO THE DISTRICT:

Jordannelle Special Service District
P.O. Box 519
Heber City, Utah 84032

TO THE DEVELOPER:

Name: Jordanelle Land Investors, LLC
Address: 1960 Sidewinder Drive, Suite 205
Phone: (435) 214-7410

Any Party may change its address for notice hereunder by giving written notice to the other Party in accordance with the provisions of this Section.

(b) **Attorney's Fees.** The Parties each agree that should they default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorney's fees and court costs, which may arise or accrue from the enforcement of this Agreement, or in pursuing any remedy provided for hereunder or by the statutes, or other laws of the State of Utah, whether such remedy is pursued by filing suit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

(c) **Entire Agreement.** This Agreement, together with the Exhibits attached hereto, and the documents referenced herein, contain the entire agreement by and between the Parties with respect to the subject matter hereof, and supersede any prior promises, representations, warranties, inducements or understanding between the Parties which are not contained herein.

(d) Section Headings. The section headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

(e) Non-liability of District Officials. No officer, representative, agent or employee of the District shall be personally liable to the Developer or any successor-in-interest or assignee of the Developer, in the event of any default or breach by the District, or for any amount which may become due the Developer, or its successors-in-interest or assignees, or for any obligation arising under the terms of this Agreement.

(f) No Third-party Rights. The obligations of the Developer and the District set forth in this Agreement shall not create any rights in or obligations to any other persons or parties except to the extent otherwise provided herein.

(g) Binding Effect; Covenants Run with the Land. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and upon their respective officers, agents, employees, representatives, affiliates and assigns (where assignment is permitted), including, without limitation, any separate affiliated entity of the Developer which is involved with, assumes or undertakes to fulfill any responsibility or obligation imposed upon the Developer pursuant to this Agreement, and any city or other governmental agency or agencies that assumes jurisdiction over the Project should the District no longer have jurisdiction over the Project. The covenants contained herein shall be deemed to run with the property within the Project, and the Parties agree that this Agreement shall be recorded in the office of the Wasatch County Recorder, State of Utah.

(h) Termination. Both the District and the Developer shall each have the right, but not the obligation, at the sole discretion of the applicable Party, to terminate this Agreement, in whole or in part, in the event (i) the Developer has not obtained final approval from Wasatch County within one year from the date of this Agreement, (ii) the Developer has not commenced construction of the Project Systems within one (1) year from the date of final approval from Wasatch County, (iii) the Project Systems have not been completed within two (2) years from the date of final approval from Wasatch County, or (iv) the Developer remains in default under the material provisions of this Agreement after expiration of any applicable notice and/or cure period. Any termination of this Agreement pursuant hereto may be effected by giving written notice of intent to terminate to the other Party pursuant to the notice provisions set forth here. Unless terminated pursuant to this Section, or by separate agreement signed by the Parties, this Agreement shall continue in full force and effect on all of the terms hereof until the Developer has received a Notice of Release and Termination of Warranty at the end of the Warranty Period.

(i) Recordation. Developer understands and agrees that the District may record this Agreement, or a summary or notice thereof, in the Wasatch County Recorder's Office, for the purpose of providing notice to all subsequent purchasers or interest holders of properties affected by this Agreement.

(j) Jurisdiction. The Parties hereby agree that any judicial action associated with this Agreement shall be taken in the Fourth Judicial District Court of Wasatch County, Utah.

(k) No Waiver. Any Party's failure to enforce any of the provisions of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefitted by the provision, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provision.

(l) Severability. If any portion of this Agreement is held to be unenforceable, any enforceable portion thereof and the remaining provisions of this Agreement shall continue in full force and effect.

(m) Time of the Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

(n) Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes; labor disputes; inability to obtain labor, materials, equipment or reasonable substitutes therefore; adverse market conditions; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars; terrorist attacks; civil commotions; fires; or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder, shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage. Any Party seeking relief under the provisions of this Section shall notify the other Party pursuant to the notice provisions hereof of a force majeure event within ten (10) days following occurrence of the claimed force majeure event.

(o) Knowledge. The Parties have each read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to obtain legal counsel of their choice.

(p) Supremacy. In the event of any conflict between the terms of this Agreement and those of any other agreement, contract, or document referred to herein, this Agreement shall govern.


(q) No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture, or other fiduciary relationship between the Parties.

(r) Amendment. This Agreement may be amended only in writing signed by the District and the Developer.

(s) Warranty of Authority. The individuals executing this Agreement on behalf of the Parties hereby warrant that they have the requisite authority to execute this Agreement on behalf of the respective Parties and that the respective Parties have agreed to be and are bound hereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

JORDANELLE SPECIAL SERVICE DISTRICT

By: 
Ron Phillips
General Manager

JORDANELLE LAND INVESTORS, LLC

Steven D. Fellows
Manager

[Notary Acknowledgments Follow on the Next Pages]

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss.
County of Wasatch)

On the 21st day of June, 2018, appeared before me Ron Phillips, personally known to me, or proved to me on the basis of satisfactory evidence, to be the General Manager of the Jordanelle Special Service District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of the Wasatch County Council, acting as the governing body of said District.

[Handwritten signature]
NOTARY PUBLIC



NOTARY PUBLIC
DANA J. KOHLER
COMMISSION #0003959
My Commission Expires July 12, 2019
STATE OF UTAH

STATE OF UTAH)
: ss.
County of _____)

On the _____ day of _____, 20____, personally appeared before me Steven D. Fellows known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Jordanelle Land Investors, LLC.

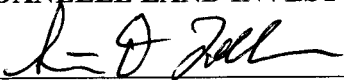
NOTARY PUBLIC

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

JORDANELLE SPECIAL SERVICE DISTRICT

By: _____
Ron Phillips
General Manager

JORDANELLE LAND INVESTORS, LLC


Steven D. Fellows
Manager

[Notary Acknowledgments Follow on the Next Pages]

ACKNOWLEDGMENTS

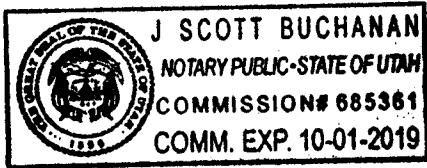
STATE OF UTAH)
 : ss.
County of _____)

On the _____ day of _____, 20__, appeared before me _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the Chairman of the governing body of the Jordanelle Special Service District, who duly acknowledged that the within and foregoing instrument was signed on behalf of said District by authority of the Wasatch County Council, acting as the governing body of said District.

NOTARY PUBLIC

STATE OF UTAH)
 : ss.
County of Summit)

On the 21st day of JUNE, 2018, personally appeared before me Steven D. Fellows known to me, or proved to me on the basis of satisfactory evidence, to be the person who executed the within instrument on behalf of Jordanelle Land Investors, LLC.



J. Scott Buchanan
NOTARY PUBLIC

EXHIBIT A

Description of Project Property

00-0007-1253
00-0007-2012
00-0007-1204
00-0007-2301
00-0007-1384
00-0013-1453

PROPERTY LEGAL DESCRIPTION

PARCEL 6:

5 STRIPS OF LAND LYING WITHIN THE EAST HALF OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A) A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE EAST HALF OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING IN A GENERAL SOUTHWESTERLY AND SOUTHEASTERLY DIRECTION FROM THE EAST LINE TO THE SOUTH LINE OF SAID SECTION.

B) TWO STRIPS OF LAND EACH 75.0 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIPS LYING BETWEEN LINES 50.0 AND 125.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING SOUTHWESTERLY FROM A STRAIGHT LINE DRAWN AT RIGHT ANGLES THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 985.7 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM THE EAST LINE OF SAID SECTION TO A STRAIGHT LINE DRAWN RADIALLY THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 1185.7 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM SAID EAST LINE OF SECTION.

C) TWO STRIPS OF LAND EACH 125.0 FEET WIDE SITUATE IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST OF THE SALT LAKE BASE AND MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIPS LYING BETWEEN LINES 50.0 AND 175.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, FROM THE HEREINAFTER DESCRIBED CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED, AND EXTENDING SOUTHWESTERLY AND SOUTHEASTERLY FROM A STRAIGHT LINE DRAWN RADIALLY THROUGH SAID CENTERLINE AT A POINT THEREON THAT IS 3386.2 FEET DISTANT SOUTHWESTERLY, MEASURED ALONG SAID CENTERLINE, FROM THE EAST LINE OF SAID SECTION TO THE SOUTH LINE OF SAID SECTION.

SAID CENTERLINE OF THE ABANDONED MAIN TRACK REFERRED TO ABOVE, AND REFERENCED HEREAFTER AS THE "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SECTION 6, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 60.6 FEET DISTANT NORTH, MEASURED ALONG SAID WEST LINE, FROM THE WEST QUARTER CORNER THEREOF; THENCE EASTERLY ALONG A NONTANGENT CURVE, CONCAVE SOUTHERLY, WITH A RADIUS OF 573.69 FEET AND A LINE WHICH IS TANGENT TO THE BEGINNING OF SAID CURVE FORMS AN ANGLE OF 32°36' FROM NORTH TO NORTHEAST WITH SAID WEST LINE OF SECTION, A DISTANCE OF 1225.1 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 1164.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1432.69 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 500.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 542.6 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 716.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 300.8 FEET TO THE TRUE POINT OF BEGINNING OF THE CENTERLINE HEREBY BEING DESCRIBED; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 282.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 300.3 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 217.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 716.78 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 513.5 FEET; THENCE SOUTHERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 426.3 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 541.9 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 228.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 932.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 195.1 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 475.2 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 161.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 357.8 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST

DESCRIBED CURVE, A DISTANCE OF 124.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 341.9 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 314.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 819.02 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 369.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 333.0 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 399.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 79.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 165.6 FEET TO A POINT ON THE SOUTH LINE OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 1279.4 FEET, MORE OR LESS, DISTANT EAST, MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER THEREOF; THENCE CONTINUING SOUTHWESTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 501.6 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 47.0 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 358.7 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 212.3 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1910.08 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 416.7 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 170.7 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1432.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 138.8 FEET TO A POINT ON THE WEST LINE OF SECTION 18, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, THAT IS 1324.7 FEET DISTANT SOUTH, MEASURED ALONG SAID WEST LINE, FROM THE NORTHWEST CORNER THEREOF; THENCE CONTINUING SOUTHWESTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 189.5 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 950.5 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 296.4 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 247.4 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 955.37 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 400.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 276.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A

RADIUS OF 573.69 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 677.0 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 276.6 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 573.69 FEET; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 1151.0 FEET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TANGENT TO THE END OF THE LAST DESCRIBED CURVE, A DISTANCE OF 183.8 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 575.60 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 169.2 FEET TO A POINT ON THE NORTH LINE OF SECTION 24, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN THAT IS 1596.3 FEET EASTERLY, MEASURED ALONG SAID NORTH LINE, FROM THE NORTH QUARTER CORNER OF SAID SECTION; THENCE CONTINUING SOUTHEASTERLY ALONG THE REMAINDER OF SAID CURVE, A DISTANCE OF 417.8 FEET TO A POINT BEYOND THE STRIPS OF LAND HEREINABOVE DESCRIBED.

PARCEL 14:

A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 7, IN TOWNSHIP 2 SOUTH RANGE 5 EAST, OF THE SALT LAKE MERIDIAN, IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON EACH SIDE OF THE HEREINBEFORE DESCRIBED "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", AND EXTENDING IN A GENERAL SOUTHWESTERLY DIRECTION FROM THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7.

PARCEL 15:

ALL OF SECTION 7, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, WHICH LIES WESTERLY OF A LINE WHICH IS 50 FEET DISTANT WESTERLY (MEASURED RADIALLY) FROM THE ABOVE REFERENCED CENTERLINE.

EXCEPTING FROM THE ABOVE DESCRIBED PARCELS 14 AND 15, ALL THOSE PORTIONS LYING WITHIN THE FOLLOWING:

EXCEPTION PARCEL NO. 31:

BEGINNING AT A POINT NORTH $89^{\circ}05'35''$ EAST ALONG A SECTION LINE 606.15 FEET; FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH $89^{\circ}05'35''$ EAST ALONG SAID SECTION LINE 1300.00 FEET; THENCE SOUTH $40^{\circ}00'$ WEST 1325.52 FEET TO THE BOUNDARY LINE OF SUMMIT COUNTY AND WASATCH COUNTY; THENCE NORTH $21^{\circ}48'$ WEST ALONG SAID BOUNDARY LINE 790.93 FEET; THENCE NORTH $30^{\circ}36'30''$ WEST ALONG SAID BOUNDARY LINE 302.63 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 32:

BEGINNING AT A POINT NORTH 89°05'35" EAST ALONG A SECTION LINE 2156.48 FEET FROM THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°05'35" EAST ALONG SAID SECTION LINE 349.13 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE UNION PACIFIC RAILROAD, SAID POINT ALSO BEING ON A CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS NORTH 53°10' EAST 1150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 45.05 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39°04'40" EAST ALONG SAID WEST RIGHT-OF-WAY LINE 100.045 FEET TO A POINT OF A 1000.00 FOOT RADIUS CURVE TO THE RIGHT; THE RADIUS POINT OF WHICH IS SOUTH 50°55'20" WEST 950.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 689.28 FEET TO A POINT OF TANGENCY; THENCE SOUTH 2°29'38" WEST ALONG SAID WEST RIGHT-OF-WAY LINE 249.835 FEET TO A POINT OF A 1150.00 FOOT RADIUS CURVE TO THE LEFT, THE RADIUS POINT OF WHICH IS SOUTH 87°30'22" EAST 1150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND WEST RIGHT-OF-WAY LINE 121.76 FEET; THENCE WEST 85.14 FEET; TO A LINE OF POWER POLES; THENCE NORTH 28°10' WEST ALONG A LINE OF POWER POLES 135.68 FEET; THENCE NORTH 26°14' WEST ALONG A LINE OF POWER POLES 1114.32 FEET TO THE POINT OF BEGINNING.

PARCEL 16:

A STRIP OF LAND 100.0 FEET WIDE SITUATE IN THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18, ALL IN TOWNSHIP 2 SOUTH RANGE 5 EAST OF THE SALT LAKE MERIDIAN IN WASATCH COUNTY, UTAH, SAID STRIP BEING 50.0 FEET ON EACH SIDE, MEASURED AT RIGHT ANGLES AND/OR RADIALLY, ON EACH SIDE OF THE HEREINBEFORE DESCRIBED "CENTERLINE OF ABANDONED MAIN TRACK OF THE ONTARIO BRANCH OF THE UNION PACIFIC RAILROAD COMPANY, AS FORMERLY CONSTRUCTED AND OPERATED", AND EXTENDING IN A GENERAL SOUTHWESTERLY DIRECTION FROM THE NORTH-SOUTH CENTERLINE OF SAID SECTION 7 TO THE WEST LINE OF SAID WEST HALF OF THE NORTHWEST QUARTER OF SECTION 18.

PARCEL 17:

THOSE PORTIONS OF GOVERNMENT LOT 1, SECTION 18, TOWNSHIP 2 SOUTH RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; LYING NORTH AND WEST OF PARCEL 16 DESCRIBED ABOVE.

PARCEL 7:

THOSE PORTIONS OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN LYING WEST OF THE WESTERLY LINES OF THE 5 STRIPS OF LAND ABOVE DESCRIBED.

EXCEPTING THEREFROM THE FOLLOWING:

EXCEPTION PARCEL NO. 4:

ALL OF EAST PARK PLAT NO. 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED JULY 28, 1966 AS ENTRY NO. 89132 IN BOOK 55 AT PAGE 336 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

EXCEPTION PARCEL NO. 5:

ALL OF EAST PARK PLAT II, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 2, 1966 AS ENTRY NO. 89491 IN BOOK 56 AT PAGE 242 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

EXCEPTION PARCEL NO. 6:

BEGINNING AT A POINT WHICH IS SOUTH 88°51'36" EAST 697.125 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 02°43'57" EAST 926.974 FEET; THENCE EAST 230.00 FEET; THENCE NORTH 47°50' EAST 600.00 FEET; THENCE NORTH 36°59'19" WEST 647.868 FEET; THENCE NORTH 88°51'36" WEST 330.0 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 7:

BEGINNING AT A POINT SOUTH 88°48' EAST 1570 FEET AND SOUTH 01°00' WEST 80.00 FEET, FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE SOUTH 67°45' EAST 1043.55 FEET; THENCE SOUTH 22°15' WEST 417.42 FEET; THENCE NORTH 67°45' WEST 1043.55 FEET; THENCE NORTH 22°15' EAST 417.42 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 8:

BEGINNING AT THE NORTHWEST CORNER OF LOT 251, EAST PARK, PLAT II, SAID POINT ALSO BEING SOUTH 88°51'36" EAST 1027.125 FEET AND SOUTH 35°59'19" EAST 647.868 FEET FROM THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 34°42'09" EAST 140.363 FEET; THENCE SOUTH 15°00'00" WEST 363.00 FEET; THENCE SOUTH 67°45' EAST 878.87 FEET; THENCE NORTH 22°30'23" EAST 424.92 FEET; THENCE NORTH 20°00' EAST 44.34 FEET; THENCE NORTH 67°45' WEST 1098.55 FEET; THENCE SOUTH 36°59'19" EAST 65.24 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 9:

BEGINNING AT THE NORTHEAST CORNER OF LOT 246, EAST PARK, PLAT II, A SUBDIVISION, A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 25°11'51" WEST 204.88 FEET; THENCE SOUTH 18°23'00" WEST 166.300 FEET; THENCE SOUTH 51°54' EAST 105.37 FEET; THENCE SOUTH 2°33'16" EAST 164.184 FEET; THENCE NORTH 66°14'06" EAST 142.90 FEET; THENCE SOUTH 83°20' EAST 109.04 FEET; THENCE NORTH 44°29' EAST 161.00 FEET; THENCE NORTH 37°41'35" EAST 245.58 FEET; THENCE NORTH 44°29' EAST 110.00 FEET; THENCE SOUTH 42°28'18" EAST 182.08 FEET; THENCE NORTH 34°04'38" EAST 248.00 FEET; THENCE NORTH 22°30'23" EAST 54.67 FEET; THENCE NORTH 67°45' WEST 878.87 FEET; THENCE SOUTH 15°00' WEST 87.00 FEET; THENCE SOUTH 51°30' WEST 100.00 FEET; THENCE SOUTH 31°18'05" EAST 196.345 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 10:

BEGINNING AT THE NORTHEAST CORNER OF LOT 123, EAST PARK PLAT #1, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RUNNING THENCE; NORTH 65° 58' 06" EAST 100 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF LOT 249, EAST PARK PLAT #2, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, AND RUNNING THENCE SOUTH 30° 32' EAST 220.00 FEET THENCE; WESTERLY 99.64 FEET TO THE SOUTHEAST CORNER OF THE AFORESAID LOT 123, THENCE; NORTH 30° 48' WEST 240.00 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 11:

BEGINNING AT A POINT WHICH IS NORTH 66° 14' 06" EAST 100 FEET FROM THE NORTHEAST CORNER OF LOT 249 EAST PARK PLAT #2; THENCE NORTH 66° 14' 16" EAST 52.3 FEET; THENCE SOUTH 83° 20' EAST 60 FEET; THENCE SOUTH 30° 32' EAST 220 FEET, MORE OR LESS, TO THE NORTH LINE OF LOT 254, EAST PARK PLAT #2, THENCE SOUTH 70° 39' 19" WEST ALONG SAID NORTH LINE 100 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 30° 32' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 30° 32' WEST 230 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 12:

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 253, EAST PARK PLAT NO. 2, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED NOVEMBER 2, 1966 AS ENTRY NO. 89492 IN BOOK 56 AT PAGE NO. 244 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE WASATCH COUNTY RECORDER; AND RUNNING THENCE NORTH 41° 13' 44" WEST 210.00 FEET; THENCE NORTH 44° 29' EAST 110.00 FEET; THENCE SOUTH 40° 14' 19" EAST 190.35 FEET; THENCE SOUTH 56° 56' EAST 474.50 FEET; THENCE SOUTH 45° 15' WEST 235.29 FEET; THENCE NORTH 41° 13' 44" WEST 443.33 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 13:

BEGINNING NORTH 34° 04' 38" EAST 110 FEET FROM THE NORTHERLY CORNER OF LOT 253, EAST PARK SUBDIVISION, PLAT 2, SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 34° 04' 38" EAST 248 FEET; THENCE SOUTH 45° EAST 511.87 FEET; THENCE SOUTH 45° 15' WEST 145.39 FEET; THENCE NORTH 56° 56' WEST 474.5 FEET TO THE PLACE OF BEGINNING.

EXCEPTION PARCEL NO. 14:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST; RUNNING THENCE NORTH 168 FEET; THENCE WEST 650 FEET; THENCE SOUTH 168 FEET; THENCE EAST 650 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 15:

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST.

EXCEPTION PARCEL NO. 16:

BEGINNING AT THE NORTHEAST CORNER OF LOT 256, EAST PARK, PLAT 2, SHEET 2, A RECORDED SUBDIVISION, BEING A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 2163.47 FEET AND WEST 3690.05 FEET FROM THE SOUTHEAST CORNER OF AFORESAID SECTION 13; AND RUNNING THENCE SOUTH 60°30'00" EAST 1855.54 FEET; THENCE NORTH 29°30'00" EAST 457.45 FEET; THENCE NORTH 60°30'00" WEST 2062.18 FEET; THENCE SOUTH 20°57'00" EAST 225.00 FEET; THENCE SOUTH 23°28'34" WEST 315.919 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 17:

BEGINNING AT THE NORTHEAST CORNER OF LOT 256, EAST PARK, PLAT 2, SHEET 2, A RECORDED SUBDIVISION, BEING A PART OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING NORTH 2163.47 FEET AND WEST 3690.05 FEET FROM THE SOUTHEAST CORNER OF AFORESAID SECTION 13; AND RUNNING THENCE SOUTH 60°30' EAST 1856.21 FEET; THENCE SOUTH 29°30' WEST 465.00 FEET; THENCE NORTH 60°30' WEST 938.21 FEET; THENCE NORTH 66°42'51" WEST 776.31 FEET; THENCE NORTH 11°58'25" EAST 269.934 FEET; THENCE NORTH 16°56'29" EAST 298.776 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 18:

BEGINNING NORTH 89°10'25" EAST 1540.84 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE MERIDIAN; THENCE NORTH 26° WEST 729.12 FEET; THENCE NORTH 89°10'25" EAST 1469.51 FEET; THENCE SOUTH 45°49'35" EAST 585.48 FEET; THENCE SOUTH 00°49'35" EAST 246 FEET; THENCE SOUTH 89°10'25" WEST 1573.37 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 19:

BEGINNING NORTH 89°10'25" EAST 328.20 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 02°56'05" WEST 358.604 FEET; THENCE NORTH 72°24' EAST 306.231 FEET, MORE OR LESS, TO THE WESTERLY BOUNDARY LINE OF EAST PARK, PLAT II, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE WASATCH COUNTY RECORDER, WASATCH COUNTY, UTAH, AS RE-TRACED; THENCE ALONG THE SUBDIVISION BOUNDARY LINE THE FOLLOWING FOUR COURSES: 1) SOUTH 54° EAST 110 FEET; 2) THENCE NORTH 87°22'42" EAST 205.2 FEET; 3) THENCE EAST 169.2 FEET; 4) THENCE NORTH 159.6 FEET; THENCE LEAVING SAID SUBDIVISION BOUNDARY LINE NORTH 35° EAST 88 FEET; THENCE NORTH 13°25' WEST 98.81 FEET; THENCE NORTH 80°12'06" EAST 95.84 FEET; THENCE SOUTH 56°00' EAST 70.00 FEET; THENCE SOUTH 83°28'48" EAST 170.32 FEET; THENCE NORTH 16°52'26" EAST 61.64 FEET; THENCE SOUTH 84°47'13" EAST 134.39 FEET; THENCE SOUTH 15°46'21" WEST 366.64 FEET; THENCE SOUTH 26°00' EAST 397.80 FEET; THENCE SOUTH 89°10'25" WEST 1211.68 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 20:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 87°23'04"

EAST 1617.10 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13 (BRASS CAP); THENCE NORTH 26°00'00" WEST A DISTANCE OF 340.416 FEET; THENCE NORTH 15°46'21" EAST A DISTANCE OF 366.640 FEET; THENCE NORTH 84°47'13" WEST A DISTANCE OF 134.390 FEET; THENCE NORTH 16°52'26" EAST A DISTANCE OF 2.132 FEET; THENCE NORTH 89°10'25" EAST A DISTANCE OF 880.956 FEET; THENCE SOUTH 00°49'35" EAST A DISTANCE OF 653.504 FEET; THENCE SOUTH 87°23'04" WEST ALONG SAID SOUTH LINE AS SHOWN ON THAT CERTAIN EAST PARK SUBDIVISION RE-TRACEMENT SURVEY FILING NO. OWC-024-013-3-0541, FILING DATE AUGUST 28, 1996, BY RICHARD K. JOHANSON, A DISTANCE OF 708.243 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 21:

BEGINNING AT A POINT NORTH 87°23'04" EAST 1237.305 FEET AND NORTH 654.688 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, (BRASS CAP), TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 56°00'00" EAST, A DISTANCE OF 10.718 FEET; THENCE SOUTH 83°28'48" EAST, A DISTANCE OF 170.320 FEET; THENCE NORTH 16°52'26" EAST, A DISTANCE OF 61.640 FEET; THENCE NORTH 16°52'26" EAST, A DISTANCE OF 2.132 FEET; THENCE SOUTH 89°10'25" WEST, A DISTANCE OF 212.551 FEET; THENCE SOUTH 26°00'00" EAST, A DISTANCE OF 36.301 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 22:

BEGINNING NORTH 1523.32 FEET AND EAST 427.14 FEET FROM THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 12°07' WEST 273.01 FEET; THENCE SOUTH 57°19'41" EAST 350.32 FEET; THENCE SOUTH 71°52' WEST 299.30 FEET TO THE POINT OF BEGINNING.

EXCEPTION PARCEL NO. 23:

BEGINNING AT A POINT ON THE SOUTH LINE OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING NORTH 87°23'04" EAST 2626.95 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 13; AND SOUTH 87°23'04" WEST 301.609 FEET ALONG SAID SOUTH LINE AS SHOWN ON THAT CERTAIN EAST PARK SUBDIVISION RE-TRACEMENT SURVEY FILING NO. OWC-024-013-3-0541, FILING DATE AUGUST 28, 1996, BY RICHARD K. JOHANSON; THENCE ALONG SAID SOUTH LINE OF SECTION 13, NORTH 87°23'04" EAST 301.609 FEET; THENCE SOUTH 89°08'20" EAST 488.71 FEET; THENCE NORTH 00°49'35" WEST 244.483 FEET; THENCE NORTH 45°49'35" WEST 585.48 FEET; THENCE SOUTH 89°10'25" WEST 376 FEET; THENCE SOUTH 00°49'35" EAST 653.504 FEET TO THE POINT OF BEGINNING.