

4

After recordation, return to:

Saddlebrook Estates, L.C.
c/o Bruce R. Dickerson
1013 South Orem Blvd.
Orem, UT 84058

ENT 84612 BK 5164 PG 545
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1999 Jul 28 12:05 pm FEE 101.00 BY SS
RECORDED FOR L & T CONSTRUCTION

**DECLARATION OF PROTECTIVE EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS**

SADDLEBROOK ESTATES

Planned Residential Development

Payson, Utah County, Utah

THIS DECLARATION (the "Declaration") is made this 17 day of May, 1999 by **SADDLEBROOK ESTATES, L.C.**, a Utah limited liability company ("Declarant"), in its capacity as the owner and developer of **Saddlebrook Estates Planned Residential Development** an expandable planned residential development, in Payson, Utah, (the "Development").

A. The purpose of this instrument is to provide for the preservation of the values of lots and residential improvements thereon within the Development.

B. From and after the effective date hereof: (a) Each part of the Development and each lot lying within the boundaries of the Development shall constitute constituent parts of a single planned residential development; (b) The Development shall consist of the real property described in **Plat "A", Saddlebrook Estates Planned Residential Development, Payson, Utah County, Utah**, as filed for record concurrently herewith in the office of the Utah County Recorder, Provo, Utah, as the same may thereafter be amended, **together with** real property set forth and described in any subsequent plats which may be filed for record pursuant to the provisions hereof relating to annexation or expansion of the Development (collectively herein the "Plat"); and (c) The Declaration for the Development shall consist of this document as the same may be modified, amended, supplemented, or expanded in accordance with the provisions hereof.

NOW, THEREFORE, Declarant hereby declares that all of the property described below (sometimes herein referred to as "lands", "lots", "Plat", "Development" or "property") shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the following covenants, conditions, easements, reservations and restrictions, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement, and sale of the property and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property and every part thereof. All

of the provisions of this Declaration will be deemed to be covenants or equitable servitudes, as the case may be, running with the land and shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part thereof.

ARTICLE I - PROPERTY

1.1 **Submission.** The property which initially is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions of this Declaration consists of the real property in the City of Payson, Utah County, State of Utah as described in **Exhibit A**, attached hereto and made a part hereof;

TOGETHER WITH all easements, rights-of-way, and other appurtenances and rights incident to, appurtenant to, or accompanying the above-described parcel of real property, whether or not the same are reflected on the Plat of the Development.

RESERVING UNTO DECLARANT, however, such easements and rights of ingress and egress over, across, through, and under the said property and any improvements (excluding residences) now or hereafter constructed thereon as may be reasonably necessary for Declarant (in a manner which is reasonable and not inconsistent with the provisions of this Declaration) to construct and complete each and all of the other improvements described in the Plat recorded concurrently herewith, and to do all things reasonably necessary or proper in connection therewith.

1.2 **Division into Lots.** The Development is hereby subdivided into 70 residential lots and three non-buildable open space lots, as numbered, set forth and described on the Plat. There are no common areas within the Development in which all of the residential lots have any ownership or easement rights.

1.3 **Open Space Lot Ownership.** As shown on the recorded Plat "A" of the Development, the three numbered but non-buildable open space lots are bounded by the rear lot lines of certain residential lots as shown below. Purchasers of the residential lots numbered as below set forth shall each receive as an appurtenancy, in addition to the fee title to such lot, an undivided fractional interest in the open space lot which borders the rear lot line of such residential lot. Such undivided fractional interest shall be equated to the number of residential lots involved and title thereto shall be held as tenants in common with the owners of such other bordering residential lots:

Open Space Lot Nos.	Residential Lot Nos.	No. of Lots	Fractional Interests
71	23 through 31	9	1/9th
72	43 through 47	5	1/5th
73	32 through 39	8	1/8th

As examples of the foregoing, purchasers of residential lots numbered 23 through 31 shall each receive a one-ninth (1/9th) undivided interest in and to open space lot 71; purchasers of residential lots 43 through 47 shall each receive a one-fifth (1/5th) undivided interest in and to open space lot 72; and purchasers of residential lots 32 through 39 shall each receive a one-eighth (1/8th) undivided interest in and to open space lot 73. The following provisions shall govern all of such fractional undivided ownership interests and their appurtenancy status:

1.3.1 Permitted Uses. The uses to which such open space lots may be put shall be those permitted by Payson City.

1.3.2 Owners Associations. Each group of lot owners holding appurtenant undivided interests in an open space lot shall be deemed to be an unincorporated association of owners for all purposes relating to such open space lot. Decisions relating to the association organization and officers or managers, the uses to which a given open space lot may be put, assessments and collections for approved and permitted improvements and their maintenance and upkeep, liability insurance, common utilities, etc., shall be made by vote or written consent of a majority of the total undivided ownership interests involved; provided, however, that the votes or consents attributed to such undivided interests in matters involving an open space lot shall not be construed to grant such undivided interest owners any additional voting or consensual powers pertaining to the Development as a whole.

1.3.3 Lien and Collection Rights. There is hereby conferred upon each of such owners associations the right to enforce any outstanding assessments by lien upon the delinquent owner's residential lot and its appurtenant undivided interest in the applicable open space lot or by any other methods of collection available by law.

1.3.4 Appurtenant; No Separation. Each such undivided interest as herein described in this Section 1.3 shall be mandatory, shall be appurtenant to, and shall not be separated from the applicable residential lot to which it appertains.

1.3.5 No Partition. No owner of such undivided fractional interest may bring action for partition thereof, it being understood and agreed that by accepting a deed conveying such interest that said owner agrees to the provisions of this Declaration pertaining to such interest and waives thereby any rights to partition such interest from the other undivided interests pursuant to Title 78 Chapter 39 of the *Utah Code*, as amended.

1.3.6 Form of Conveyance. Any deed, lease, mortgage, deed of trust, purchase contract or other instrument conveying or encumbering title to a residential lot to which an undivided fractional interest in an open space lot is appurtenant shall describe the interest or estate involved substantially as follows:

Lot No. _____ as identified in the Plat recorded in the office of the Utah County Recorder as Entry _____, and Map Filing _____ contained within Plat _____

of Saddlebrook Estates Planned Residential Development, Payson, Utah County, Utah, **TOGETHER WITH** an undivided _____ fractional interest in and to Open Space Lot No. _____, as identified in said Plat _____, **SUBJECT TO** the Declaration of Protective Easements, Covenants, Conditions and Restrictions of Saddlebrook Estates Planned Residential Development, recorded in the office of the Utah County Recorder in Book _____, at Page _____, as Entry _____ (as said Declaration may have heretofore been amended or supplemented).

Whether or not the description employed in any such instrument is in the above-specified form, all provisions of this Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in an open space lot.

1.4 Annexation of Additional Land by Declarant. Declarant may, from time to time, and at its option, expand the Development subject to this Declaration by the annexation of all or part of the lands described in **Exhibit B** hereto (the "Additional Land") without the consent of any owners of lots within the Development. Subject to compliance with the conditions imposed by the following Section 1.5, the annexation of any such land shall become effective upon the recordation in the office of the County Recorder of Utah County, Utah, of a Plat of such Additional Land signed by the owner thereof and of a supplemental declaration ("Supplemental Declaration") which (a) is signed by the then owner(s) of such Additional Land as Declarant; (b) describes the land to be annexed; (c) declares that the annexed land is to be held, transferred, sold, conveyed, and occupied as part of the property subject to this Declaration; and (d) sets forth such additional limitations, restrictions, easements, covenants and conditions, not inconsistent with those of this Declaration, as are applicable to the Additional Land. When any such annexation becomes effective, the annexed land shall become part of the Development and subject to the provisions of this Declaration and any amendment or supplement thereto.

1.5 Limitation on Annexation. Declarant's right to annex land to the Development shall be subject to the following limitations:

1.5.1 Property. The annexed land must be part of the Additional Land set forth and described in **Exhibit B**;

1.5.2 Similarity. The Additional Land added to the Development must be subdivided into lots being similar in concept to those in Plat "A" of the Development; provided, however, that in each succeeding phase of the Development the architectural style of the residences to be constructed within such phase must remain consistent throughout such succeeding phase and in harmony with that of prior phases; and

1.5.3 Time Limit. Declarant's right to annex land to the Development shall expire 10 years after this Declaration is filed for record in the office of the County Recorder of Utah County, Utah.

1.6 No Obligation to Annex or Develop. Declarant has no obligation hereunder to annex any Additional Land to the Development or to develop or preserve any portion of Additional

Land in any particular way or according to any particular time schedule. No property other than that submitted to the Declaration pursuant to Section 1.1, and land annexed thereto in accordance with the provisions of Sections 1.4 and 1.5, shall be deemed to be subject to this Declaration, whether or not shown or described or referred to in any documents executed or recorded by Declarant, including **Exhibit B** to this Declaration.

ARTICLE II - RESIDENTIAL AREA COVENANTS

2.1 Zoning. The Development is zoned residential and is restricted to single family residential use pursuant to applicable provisions of Payson City ordinances. No residence or part thereof shall be occupied by any persons not coming within the definition of "Family" as such term is defined and intended in such ordinances.

2.2 Subdivision Design Concept. It is intended hereby to create a single family residential development of homes which are all of a compatible design, size and value. All homes shall exhibit creative architectural design, detail and the use of above-average new materials (except for used brick) with conventional construction methods. Pre-fabricated or pre-constructed homes are not permitted.

2.3 Architectural and Landscape Control. No structure or building or landscaping or other improvements shall be erected, placed or altered on any lot (including any non-habitable open space lots) until the construction plans and specifications therefor and a plan showing the location of the proposed improvement on the lot have been approved by the Architectural and Landscape Committee (the "ALC"), as hereinafter provided, as to quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. No accessory buildings, fences, walls or landscaping shall be erected, replaced or altered on any lot (including any non-habitable open space lot) unless similarly approved. No residential dwelling shall contain less square footage than the minimums set forth in this Declaration.

2.4 Dwelling Quality and Size. The following sub-sections shall serve as minimum guidelines only:

2.4.1 General. The lots shall be used for residential purposes only. No dwelling shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, not to exceed two stories in height in addition to a basement (if any) or attic area and must include a private garage on grade for not less than two vehicles (minimum area 400 sq. ft.). Open storage is not permitted. Detached garages, accessory buildings or carports built in addition to the required garage will be allowed only if approved by Payson City and the ALC, and if the architecture and exterior materials used are compatible with the adjoining home.

2.4.2 Minimum Areas. A single story dwelling shall have finished main floor living area of not less than 1,000 square feet. A split-level dwelling or a two-story dwelling shall have finished main floor living area of not less than 1,300 square feet. As

used herein the phrase "main floor living area" shall mean any square footage above grade. The minimum square footages as required herein shall be deemed to exclude that of garages, porches, patios, verandas, balconies, carports (if permitted), basements and steps. Any deviations from these requirements must be approved in writing by the ALC.

2.4.3 Exterior and Roof Materials. No less than fifty (50) percent of the total exterior wall area of each dwelling must be constructed with brick, stucco, or stone.

2.4.4 Elevations. Dwelling elevations shall vary from lot to lot and no elevation shall be duplicated on adjacent lots having common side or rear lot lines. In the event a single builder acquires multiple lots, then such builder shall be required to have at least two elevations for every four lots upon which he constructs a dwelling.

2.4.5 Accessory Structures. Any detached accessory building permitted and erected on a lot pursuant to the guidelines set forth in Section 2.6, shall conform in design and materials with the primary residential dwelling on the lot.

2.4.6 Construction Costs. The costs of construction for each dwelling shall be a minimum of \$85,000 exclusive of lot, loan costs and closing costs in an effort to more effectively enforce the square footage requirements of Section 2.4 and any subsections thereunder.

2.5 Building Envelopes: Dwelling Location. No building or any part thereof shall be constructed on any lot except within the confines of the building envelope applicable to such lot as set forth and described on the Plat. The location and placement of elevations within the building envelope of any building or structure shall be subject to the approval of the ALC and must also comply with ordinances and building codes of Payson City.

2.6 Landscape Plan. As part of the submission to the ALC of plans and specifications for improvements to be constructed on any lot, there shall be a landscape plan which shall include plans for sprinkler drainage or surface water, a detail of fencing (rear, side and front from side of dwelling to side lot line), and placement of a carriage light behind the sidewalk on the front entrance drive approach. Chain link fencing will not be allowed in front yard set-backs. The ALC shall provide acceptable design specifications and examples of carriage lights.

2.7 Landscaping. All approved front yard landscaping, front fencing, front yard carriage lights and sprinklers shall be installed and operative before the end of the first growing season following the date of issuance of an occupancy permit for a dwelling on a residential lot. A growing season shall be deemed to be from April 1 through October. If an occupancy permit is issued during the growing season then compliance with this Section 2.7 shall be required by the end of that growing season, unless the permit is issued after September 1, in which case compliance requirements will be carried over to the next growing season. In any event, the ALC will determine compliance with the requirements of this Section 2.7. During installation of

landscaping, lot owners shall take necessary steps to retain surface drainage and shall keep sidewalks and streets free and clear of dirt, debris, mud and materials.

2.8 Landscape Deposit. Owners of lots initially purchased from Declarant who meet the requirements of Section 2.7 shall be entitled to a refund of the landscape deposit escrowed at the time of such initial purchase as an incentive to comply with the requirements of Section 2.7. Such landscape deposit may be assigned to subsequent purchasers of a lot who purchase prior to the issuance of an occupancy permit. Owners who fail to meet the requirement of Section 2.7 and who forfeit such landscape deposit shall, nevertheless, complete the requirements thereof on or before the expiration of one year from the date of an occupancy permit or shall be deemed to be in default of this covenant. The landscape deposit may also be forfeited in whole or in part for failure to retain surface drainage and keep sidewalks and streets clean as required in Section 2.7 if, having failed to take corrective action within 24 hours of notice by the ALC, it becomes necessary for the ALC to hire others to take such corrective action and reduce the landscape deposit by the amount of costs incurred thereby.

2.9 Timely Construction; Material Storage. Construction on all homes must commence within one year of the ALC approval or such approval will lapse. All homes under construction must be completed pursuant to the plans and specifications submitted to the ALC within one year from the commencement of any construction or alteration with dates to be determined by the records of Payson City as to building permits, inspection, etc. No building material of any kind or character shall be placed or stored upon any lot until the owner thereof is prepared to commence construction of improvements and plans have been approved by the ALC. Building materials shall be placed only within the property lines of the lot upon which the improvements are to be erected and not in the streets nor between the curb and the property line of the affected lot.

2.10 Signs. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than six square feet advertising the lot for sale or rent, or similar size signs used by a builder or realtor to advertise the property during the construction and sales period. This provision shall not impair Declarant's right to utilize larger signage for permanent entrance statements or for advertisement during construction, development and marketing of the Development.

2.11 Livestock, Poultry and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except for dogs, cats, and other domesticated household pets; provided that they are not kept, bred, or maintained for any commercial purpose; and, provided further, that all pets kept outside must be restrained in a humane manner. Kennels, runs and leash area must be kept clean and sanitary. No pets shall be kept in unreasonable numbers or against any provisions of the Payson City ordinances as to type, licensing, etc.

2.12 Utilities. Utility easements are shown on the recorded Plat and all utility lines of any kind, including power, sewer, water and telephone shall be placed underground.

2.13 Satellite Dishes/Antennae/Evaporative Coolers. No satellite dishes or antennae shall be placed in the front set back or any area within public view. Any roof mounted antenna or equipment (swamp cooler, etc.) shall be placed behind the roof ridge line so as not to be visible from the public roadway.

2.14 Garbage and Refuse. No trash or any other refuse shall be dumped, or thrown, or otherwise disposed of on any lot or portion thereof. All lot owners shall subscribe to Payson City disposal service.

2.15 Temporary Structures. No structure of a temporary character (trailer, basement, tent, shack, garages, barns or other outbuilding) shall be used on any lot at any time as a residence.

2.16 Fencing. Lots 50 through 54 and 67 through 70 shall have a vinyl fence installed on the rear lot line to separate the lots from an irrigation canal. Such fence shall be installed by Declarant and shall thereafter be maintained by the respective lot owners at their costs. Not fence, wall, hedge or other dividing structure shall be permitted within the front yard setback. No dividing structures on any other portions of the lot shall be over 6 feet in height. All fences must be approved in writing by the ALC and Payson City prior to installation.

2.17 Parking and Vehicle Storage. No inoperative automobile shall be placed or remain on any lot or adjacent street for more that 48 hours. No commercial type vehicles and no trucks shall be parked or stored on the front yard setback of any lot, or within the side yard building setback on the street side of a corner lot, or on a residential street within the Development except while engaged in transient business. Trailers, mobile homes, trucks under three-quarter ton capacity, boats, campers not on a truck bed, motor homes, buses, tractors or maintenance equipment of any kind shall be parked or stored behind the front yard setback in an enclosed area screened from street view. Sufficient side yard gate access shall be planned and provided for in the design of any dwelling to permit ingress, egress and storage of trailers and recreational type vehicles on the side and rear yards. The storage or accumulation of junk, trash, manure, fuel or other inflammable mater, or other offensive or commercial materials is prohibited. Facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view.

2.18 Maintenance. Every lot, including the improvements and landscaping thereon, shall be kept in good repair and maintained by the owner thereof in a clean, safe and attractive condition at all times.

2.19 Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

ARTICLE III - ARCHITECTURAL AND LANDSCAPE COMMITTEE ("ALC")

3.1 Membership. The ALC shall initially be composed of a minimum of three persons of Declarant's choosing (including Declarant) who may or may not be lot owners. A

majority of the ALC members may designate a representative to act for it without in any way relieving any owner from compliance with the requirements set forth in this Declaration. In case of a vacancy on the ALC which remains unfilled by Declarant for 30 days, the remaining members shall have full authority to designate a successor. Neither the members of the ALC nor its designated representatives shall be entitled to compensation for services performed pursuant to this Declaration and they assume no personal liability and shall be held free and harmless from damages, including attorney fees and costs, for actions taken or decisions made by the ALC. When all lots within the Development owned initially by Declarant have been sold, Declarant shall appoint a successor ALC. The ALC shall at all times have a minimum of three members. Except for the initial members of the ALC, all members shall be residents of the Development at the time of their appointment and during their tenure.

3.2 Standards. In deciding whether to approve or disapprove plans and specifications submitted to it, the ALC shall use its best judgment to insure that all improvements, construction, landscaping, and alterations on lots within the Development conform to the requirements set forth herein and that they harmonize with existing surroundings and structures. If any structure hereafter constructed on any lot in replacement of the structure previously located thereon shall be constructed in substantially the same configuration, location and architectural style and be approximately the same size as the prior structure and if the plans and specifications therefor meet such criteria, the ALC must approve the same.

3.3 Procedures. A majority of ALC members shall affix their signatures to any plans or correspondence describing what action they have taken; provided that while Declarant serves on the ALC only the signature and action of Declarant shall be required. The ALC can accept or reject (a) preliminary plans and final working drawings of proposed residences; and; (b) planning problems or complaints by property owners. The ALC shall act within seven days on any of the above, and place its action in writing to be held as a permanent record, with copies to parties concerned and on file. The requirements for preliminary plans and final working drawings shall be those prescribed by the ALC in writing and given to lot owners at the time of their lot purchase or at any time from time to time. An owner whose plans or other requests are rejected shall meet with the ALC at the ALC's invitation where he shall be informed of the nature of the cause for rejection so that necessary remedial action might be taken.

3.4 Submittals. All plans, specifications and plot plans, including exterior material and color selections, must be submitted to the ALC in duplicate and be accompanied by a written request for approval. As long as Declarant has the right to choose members of the ALC, the address for submittals to the ALC pursuant to this Declaration shall be that of Declarant. The ALC's approval or disapproval shall be in writing and returned to the one making submission, together with a notation of approval, disapproval and/or corrections and modifications and the date thereof affixed to one copy of such plans and specifications. In the event the ALC fails to approve or disapprove such plans and specifications within 30 days after the same have been submitted to it, then the plans shall be deemed approved.

ARTICLE IV - GENERAL PROVISIONS

4.1 Nature of Development. Notwithstanding the nature of the Development as a planned residential development, it contains no areas common to all lot owners within the Development. Therefore, all lot owners must obtain and keep in force their own hazard and liability insurance coverage with respect to their residences and lots.

4.2 Enforcement. Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity to restrain violation and/or to recover damages against any person or persons violating or attempting to violate any of the provisions contained within this Declaration. The ALC or any of the lot owners shall have the right, but not the obligation, of enforcement as described in this Section 4.1. The successful party in any such proceedings shall be entitled to reasonable attorneys fees and costs incurred, whether such proceedings are by suit or through alternative dispute resolution.

4.3 Term. The provisions of this Declaration shall run with the land in perpetuity from the date of its recording but may be amended or supplemented as provided herein.

4.4 Amendment. This Declaration may be amended by a written instrument executed by the then record owners of at least two-thirds (2/3) of the residential lots within the Development and upon recording the same with the Recorder of Utah County, Utah; provided, however, that until at least three-fourths (3/4) of the residential lots in the Development have been conveyed by Declarant, Declarant alone shall have the right to make and effect such amendments and record such instruments. Declarant also has the right to supplement this Declaration as provided in the provisions of Article I pertaining to annexation of the Additional Land into the Development.

4.5 Interpretation. In interpreting the provisions hereof as they pertain to municipal zoning or subdivision ordinances, if there are any discrepancies with the Payson City zoning and subdivision ordinances, as amended from time to time, then the Payson City zoning and subdivision ordinances shall control such interpretation, including the meaning of any terms or definitions used herein.

4.6 Covenants to Run with Land. This Declaration and all the provisions hereof are declared to be and shall constitute covenants which run with the land, or equitable servitudes, as the case may be, and shall be binding upon and inure to the benefit of Declarant and any and all parties who have acquired or who shall hereafter acquire any interest in a lot, their respective grantees, transferees, mortgagees, tenants, heirs, devisees, personal representatives, successors and assigns. Each present and future owner, mortgagee, tenant or occupant of a lot or dwelling shall be subject to and shall comply with the provisions of this Declaration. Each party acquiring any interest in a lot or dwelling thereby consents to and agrees to be bound by all of the provisions in this Declaration.

IN WITNESS WHEREOF, Declarant executes this Declaration as of the day and year first above written.

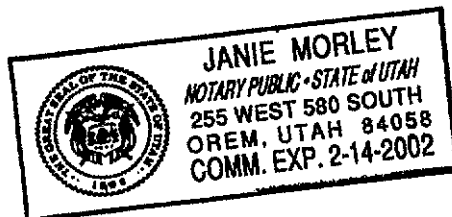
SADDLEBROOK ESTATES, L.C.

By: *Bruce R. Dickerson*
Bruce R. Dickerson, Managing Member

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

On this 17th day of May, 1999, personally appeared before me, **Bruce R. Dickerson** who, being by me duly sworn, did say that he executed the within instrument in the capacity indicated.

Janie Morley
NOTARY PUBLIC



d:\clients\saddlebrk\declar.1

EXHIBIT B
to
**DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS**
of
SADDLEBROOK ESTATES
Planned Residential Development

THIS DESCRIPTION OF THE ADDITIONAL LAND IS SET FORTH AND ATTACHED IN THIS EXHIBIT B TO THE DECLARATION SOLELY FOR PURPOSES OF IDENTIFICATION. THE DECLARATION IS NOT INTENDED AS AND SHOULD NOT BE DEEMED TO CONSTITUTE ANY LIEN, INCUMBRANCE, RESTRICTION, OR LIMITATION UPON ANY PORTION OF THE EXPANSION LAND UNLESS AND UNTIL SUCH PORTION IS ADDED TO THE DEVELOPMENT IN ACCORDANCE WITH THE PROVISIONS OF THE DECLARATION.

Located in Payson, Utah County, Utah:

Beginning at a point located N89°39'20" East along the 1/4 Section line 3097.41 feet from the West 1/4 Corner of Section 20, Township 9 South, Range 2 East, Salt Lake Base & Meridian; thence N89°39'20" East along said 1/4 Section line from the center of said Section 20; thence N20°20'40" West 1178.76 feet; thence S89°20'40" East 1484.96 feet to the Westerly right-of-way line of the Strawberry Highline Canal; thence S34°04'55" West 398.01 feet; thence along the arc of a 552.52 foot radius curve to the left 324.66 feet through a central angle of 33°40'00" (chord: S17°14'55" West 320.00 feet); thence S00°24'55" West 216.24 feet; thence along the arc of a 211.57 foot radius curve to the right 140.32 feet through a central angle of 38°00'00" (chord: S19°24'55" West 137.76 feet); thence S38°24'55" West 124.20 feet; thence along the arc of a 361.57 foot radius curve to the left 195.63 feet through a central angle of 31°00'00" (chord: S22°54'55" West 193.25 feet); thence S07°24'55" West 312.78 feet, the previous 7 (seven) courses along said Westerly right-of-way line of said Canal; thence S89°34'38" West along a Boundary Line Agreement recorded as Entry No. 69302 in Book 4370 Page 15 of the Official Records of Utah County 1604.70 feet; thence N12°20'25" East 199.40 feet; thence Northwesterly along the arc of a 140.00 radius non-tangent curve (radius bears: N41°36'02" East) 30.06 feet through a central angle of 12°18'05" (chord: N42°14'57" West 30.00 feet); thence N36°05'53" West 35.81 feet; thence along the arc of a 160.00 foot radius curve to the left 81.18 feet through a central angle of 29°04'11" (chord: N50°37'59" West 80.31 feet); thence N22°03'55" East 125.06 feet to the point of beginning. Contains 47.93 acres.