

WHEN RECORDED, RETURN TO:

Dan W. Egan
Ballard Spahr Andrews & Ingersoll, LLP
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Salt Lake City, UT 84111-2221

ENTRY NO. 00861319

12/19/2008 11:48:37 AM B: 1960 P: 1164

Modification PAGE 1/25

ALAN SPRIGGS, SUMMIT COUNTY RECORDER

FEE 58.00 BY FOUNDERS TITLE CO



MODIFICATION TO
WATER RIGHTS DEED OF TRUST
AND SECURITY AGREEMENT

THIS MODIFICATION TO WATER RIGHTS DEED OF TRUST AND SECURITY AGREEMENT ("Modification") is made and entered into effective as of the 18 day of December, 2008, by and among TRI STAR 2005, L.L.C., a Utah limited liability company ("Trustor"), in favor of U.S. BANK NATIONAL ASSOCIATION ("Trustee"), for the benefit of U.S. BANK NATIONAL ASSOCIATION ("Beneficiary").

RECITALS:

A. Trustor is the owner of certain real property located in Summit County, Utah (the "Property"). The Property serves as security for three separate credit facilities advanced by Lender to Trustor (collectively, the "Existing Loans") as follows: (1) a term loan in the maximum principal amount of FOUR MILLION ONE HUNDRED TWENTY THOUSAND DOLLARS (\$4,120,000.00); (2) a term loan in the maximum principal amount of THREE MILLION SIX HUNDRED TWENTY-FOUR THOUSAND DOLLARS (\$3,624,000.00); and (3) a revolving line of credit in the maximum line amount of THREE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$3,500,000.00).

B. Trustor's obligations to Lender under the Existing Loans are evidenced by the following instruments, executed by Trustor, as maker, in favor of Lender, as payee: (1) a Term Loan Promissory Note, dated June 28, 2005; (2) a Term Loan Promissory Note, dated March 27, 2006; and (3) a Promissory Note (Revolving Line of Credit), dated July 7, 2007.

C. Trustor and Beneficiary have entered into an Amended and Restated Loan Agreement, dated the same date as this Amendment (the "Loan Agreement"). Under the terms of the Loan Agreement, Beneficiary and Trustor have combined the Existing Loans into one credit facility (the "Loan") in the maximum principal amount of ELEVEN MILLION TWO HUNDRED SEVENTY-TWO THOUSAND DOLLARS (\$11,272,000.00). The combination and modification of the Existing Loans into the Loan, among other things, represents an increase in the maximum commitment of Beneficiary to Trustor of TWENTY-EIGHT THOUSAND DOLLARS (\$28,000.00).

D. One of the Existing Loans is secured by a Water Rights Deed of Trust and Security Agreement, dated March 27, 2006, encumbering a portion of the Property (the "Original Deed of Trust"). The Original Deed of Trust was recorded March 28, 2006, as Entry Number 00772976, in Book 1780, beginning at page 703 of the official records of Summit County, Utah.

E. Trustor and Beneficiary have agreed to amend the Original Deed of Trust to modify the Original Deed of Trust to secure the entirety of the Loan (as combined and modified).

F. Trustor and Beneficiary are willing to amend the Original Deed of Trust as provided in this Modification. The Original Deed of Trust and this Modification are sometimes collectively referred to in this Modification as the "Deed of Trust."

NOW, THEREFORE, upon the terms, covenants and conditions set forth in this Modification, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Trustor, Trustee and Beneficiary agree as follows:

1. Amendments to Article I of Original Deed of Trust.

(a) Terms Previously Defined. Except as expressly modified by the terms of this Modification, all terms defined in the Original Deed of Trust shall have the same defined meanings when used in this Modification as given in the Original Deed of Trust.

(b) Amendment to Definition of "Loan". The definition of the term "Loan" is deleted in its entirety from Article I of the Original Deed of Trust and replaced by the following:

"Loan" means the financing facility advanced or to be advanced by Beneficiary to or for the account of Trustor in the principal amount of ELEVEN MILLION TWO HUNDRED SEVENTY-TWO THOUSAND DOLLARS (\$11,272,000.00).

(c) Amendment to Definition of "Loan Agreement". The definition of the term "Loan Agreement" is deleted in its entirety from Article I of the Original Deed of Trust and replaced by the following:

"Loan Agreement" shall mean that certain Amended and Restated Loan Agreement, dated December __, 2008, by and between Trustor, as borrower, and Beneficiary, as lender, relating to the Loan, together with all subsequent amendments thereto.

(d) Amendment to Definition of "Note". The definition of the term "Note" is deleted in its entirety from Article I of the Original Deed of Trust and replaced by the following:

"Note" means the Promissory Note (Replacement), dated December __, 2008, executed by Trustor, as maker, in favor of Beneficiary, as payee, together with all other amendments and modifications thereto, and evidencing Trustor's obligations to Beneficiary under the Loan.

2. Property Description. Exhibit "A" to the Original Deed of Trust, which contains the legal description of the Property (defined in Article I of the Original Deed of Trust), is hereby deleted in its entirety and replaced by Exhibit "A" attached to and incorporated by reference in this Modification. All references in the Original Deed of Trust, as amended by this Modification, to the defined term "Property" shall hereafter refer to the real property described on Exhibit "A" to this Modification.

3. Conveyance. Trustor hereby CONVEYS AND WARRANTS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, and hereby grants to Beneficiary, as secured party, a security interest in the real and personal property described in the Granting Clauses of the Original Deed of Trust with respect to the real property described on Exhibit "A" to this Modification for the same purposes as

described in the Original Deed of Trust, and to the same extent as if such real property had been fully and completely described on Exhibit "A" to the Original Deed of Trust.

4. Water Rights. Exhibit "B" to the Original Deed of Trust, which lists the Water Rights (defined in the Original Deed of Trust), remains unchanged, but is restated in Exhibit "B" attached to and incorporated by reference in this Modification.

5. Effect of Modification. Trustor and Beneficiary intend by this Modification that the Obligations (as defined in the Original Deed of Trust) shall be secured by all of the real property described on Exhibit "A" to this Modification. Except as modified by this Modification, all other terms, covenants and conditions of the Original Deed of Trust shall remain in full force and effect.

6. Representations. Each of Trustor, Trustee and Beneficiary has entered into this Modification intending to be bound by the provisions hereof. Trustor, Trustee and Beneficiary represent and warrant to each other that each of them possesses all requisite power and authority to enter into this Modification, and that the person or persons who sign this Modification in their behalf have been duly authorized to do so.

7. Conflicts. In the event of a conflict in the terms and provisions of the Original Deed of Trust and this Modification, the provisions of this Modification shall control.

8. Miscellaneous. This Modification shall be binding upon and shall inure to the benefit of Trustor, Trustee, Beneficiary and their respective successors and assigns. This Modification shall be construed according to the laws of the State of Utah, without giving effect to principles of conflicts of laws.

9. Counterparts. This Modification may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed an original, but all such counterparts taken together shall constitute only one instrument.


10. Reaffirmation. Trustor hereby reaffirms all terms, covenants and conditions of the Original Deed of Trust, including, without limitation, the liens and security interests granted in favor of Beneficiary in the Original Deed of Trust, as the same may be amended by this Modification, and all of Trustor's obligations under the Original Deed of Trust.

DATED effective as of the date first above written.

[Signatures appear on the following pages.]

TRUSTOR:


TRI STAR 2005, L.L.C., a Utah limited liability company

By: 
JACK MAHONEY, Manager

By: 
MARK J. FISCHER, Manager

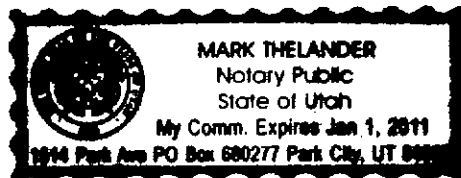
STATE OF UTAH)
COUNTY OF Summit) : ss.

The foregoing instrument was acknowledged before me this 18 day of December, 2008, by JACK MAHONEY, who is a Manager of TRI STAR 2005, L.L.C., a Utah limited liability company.


NOTARY PUBLIC
Residing at Summit County, Utah


My Commission Expires:

1/1/2011



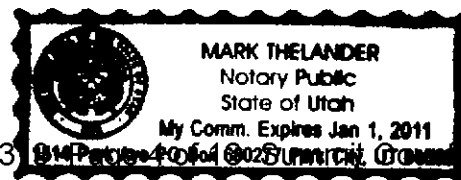
STATE OF UTAH)
COUNTY OF Summit) : ss.

The foregoing instrument was acknowledged before me this 18 day of December, 2008, by MARK J. FISCHER, who is a Manager of TRI STAR 2005, L.L.C., a Utah limited liability company.


NOTARY PUBLIC
Residing at Summit County, Utah

My Commission Expires:

1/1/2011



008613

TRUSTEE AND BENEFICIARY:

U.S. BANK NATIONAL ASSOCIATION

By:

~~STEFANIE A. WILSON, Vice President~~

Thomas P Brennan, Regional President

STATE OF UTAH)

: ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 18 day of December, 2008, by ~~STEFANIE A. WILSON~~, who is a ~~Vice President~~ of U.S. BANK NATIONAL ASSOCIATION. Thomas P. Brennan, Regional President

NOTARY PUBLIC

Residing at Summit County, Utah

My Commission Expires:

1/1/2011

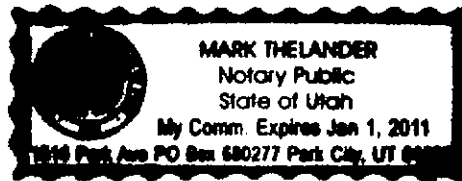


EXHIBIT "A"

PROPERTY DESCRIPTION

The following described real property is located in Summit County, Utah:

PARCEL 1:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 80 RODS; THENCE EAST 160 RODS; THENCE SOUTH 95 RODS; THENCE WEST 160 RODS THENCE NORTH 15 RODS TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BOUNDS OF

A) STATE HIGHWAYS AND/OR COUNTY ROADS.

B) WEBER-PROVO RIVER DIVERSION CANAL

C) BEGINNING AT A POINT WHICH IS SOUTH 1502.6 FEET AND WEST 4866.77 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 02°17' WEST 104.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 87°43' EAST 104.3 FEET; THENCE SOUTH 02°17' EAST 208.6 FEET; THENCE SOUTH 87°43' WEST 208.6 FEET; THENCE NORTH 02°17' WEST 208.6 FEET; THENCE NORTH 87°43' EAST 104.3 FEET TO THE TRUE POINT OF BEGINNING.

D) THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN LYING WESTERLY OF THE WEBER-PROVO DIVERSION CANAL AND LYING NORTHERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:

BEGINNING AT A POINT WHICH IS 1358.21 FEET SOUTH 00°31'36" EAST ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°36'12" EAST 52.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SR 32; THE NEXT (3) COURSES ARE ALONG AN EXISTING FENCE LINE, THENCE SOUTH 89°36'12" EAST 55.25 FEET; THENCE NORTH 75°43'03" EAST 30.58 FEET; THENCE NORTH 87°06'03" EAST 1924.90 FEET TO THE WESTERLY SIDE OF THE PROVO RIVER WATER USERS DIVERSION CANAL.

TOGETHER WITH

THAT PORTION OF THE NORTHWEST QUARTER SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN LYING EASTERLY OF THE WEBER-PROVO DIVERSION CANAL AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED BOUNDARY LINE:

BEGINNING AT A POINT WHICH IS 1358.21 FEET SOUTH 00°31'36" EAST ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°36'12" EAST 52.01 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SR 32; THE NEXT (3) COURSES ARE ALONG AN EXISTING FENCE LINE, THENCE SOUTH 89°36'12" EAST 55.25 FEET; THENCE NORTH 75°43'03" EAST 30.58 FEET; THENCE NORTH 87°06'03" EAST 1924.90 FEET TO THE WESTERLY SIDE OF THE PROVO RIVER WATER USERS DIVERSION CANAL.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING:

A) BEGINNING AT A POINT WHICH IS SOUTH 1502.6 FEET AND WEST 4866.77 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 02°17' WEST 104.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 87°43' EAST 104.33 FEET; THENCE SOUTH 02°17' EAST 208.6 FEET; THENCE SOUTH 87°43' WEST 208.6 FEET; THENCE NORTH 02°17' WEST 208.6 FEET; THENCE NORTH 87°43' EAST 104.3 FEET TO THE TRUE POINT OF BEGINNING.

B) BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 325 FEET TO PROVO, WEBER DIVERSION CANAL, THENCE SOUTHERLY ALONG THE EAST BANK OF THE CANAL FOR 1250 FEET; THENCE EAST 440 FEET; THENCE NORTH 1280 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH IS SOUTH 1502.6 FEET AND WEST 4866.77 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 02°17' WEST 104.3 FEET TO THE TRUE POINT OF BEGINNING; THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 87°43' EAST 104.33 FEET; THENCE SOUTH 02°17' EAST 208.6 FEET; THENCE SOUTH 87°43' WEST 208.6 FEET; THENCE NORTH 02°17' WEST 108.6 FEET; THENCE NORTH 87°43' EAST 104.3 FEET TO THE TRUE POINT OF BEGINNING

PARCEL 3:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE WEST 325 FEET TO PROVO, WEBER DIVERSION CANAL, THENCE SOUTHERLY ALONG THE EAST BANK OF THE CANAL FOR 1250 FEET; THENCE EAST 440 FEET; THENCE NORTH 1280 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, THENCE EAST 20 RODS; THENCE SOUTH 80 RODS; THENCE WEST 20 RODS; THENCE NORTH 80 RODS TO THE POINT OF BEGINNING.

PARCEL 5:

BEGINNING 20 RODS EAST OF THE NORTHWEST CORNER OF THE NORTHEAST OF SECTION 9, TOWNSHIP 2 SOUTH RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EAST 60 RODS, THENCE SOUTH 80 RODS; THENCE WEST 60 RODS; THENCE NORTH 80 RODS TO POINT OF BEGINNING.

PARCEL 6:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 7:

THE EAST ONE HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 8:

THE SOUTH ONE HALF OF THE NORTHWEST QUARTER AND THE NORTH ONE-HALF OF THE SOUTHWEST QUARTER, SECTION 10, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 9:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 31, KAMAS TOWNSITE SURVEY; THENCE NORTH 56 FEET; THENCE EAST 70 FEET; THENCE SOUTH 56 FEET; THENCE WEST 70 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 31, KAMAS TOWNSITE SURVEY; THENCE EAST 62.5 FEET; THENCE SOUTH 12 FEET; THENCE WEST 62.5 FEET; THENCE NORTH 12 FEET TO THE POINT OF BEGINNING.

AND

COMMENCING 56 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 31, KAMAS TOWNSITE SURVEY; THENCE NORTH 19.75 FEET; THENCE EAST 127.5 FEET; THENCE NORTH 48 FEET; THENCE EAST 120 FEET; THENCE SOUTH 123.75 FEET; THENCE WEST 148.5 FEET; THENCE NORTH 56 FEET; THENCE WEST 99 FEET TO THE POINT OF BEGINNING.

AND

BEGINNING AT A POINT WHICH IS EAST 62.50 FEET FROM THE SOUTHWEST CORNER OF LOT 2, BLOCK 31, KAMAS TOWNSITE SURVEY; THENCE EAST 62.50 FEET; THENCE SOUTH 12.00 FEET; THENCE WEST 62.50 FEET; THENCE NORTH 12.00 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH $00^{\circ}15'42''$ EAST 592.16 FEET ALONG THE SECTION LINE; THENCE NORTH $89^{\circ}44'18''$ EAST 50.06 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PARCEL RECORDED JULY 9, 1963 AS ENTRY NO. 97082 IN BOOK X AT PAGE 225 OF SAID RECORDS; THENCE ALONG THE BOUNDARIES OF SAID PARCEL, SOUTH $36^{\circ}29'32''$ EAST 50.00 FEET AND SOUTH $00^{\circ}03'32''$ EAST 50.00 FEET TO AN EXISTING FENCE LINE; THENCE SOUTH $37^{\circ}17'39''$ EAST 827.76 FEET ALONG SAID FENCE LINE TO A CORNER THEREIN; THENCE SOUTH $89^{\circ}50'07''$ EAST 537.60 FEET CONTINUING ALONG SAID FENCE LINE TO A POINT ON THE WEST LINE OF THE WEBER PROVO DIVERSION CANAL RIGHT OF WAY, SAID POINT BEING ON A CURVE TO THE LEFT HAVING A RADIUS OF 766.80 FEET; THENCE SOUTHWESTERLY 11.38 FEET ALONG THE ARC OF SAID CURVE HAVING A CHORD BEARING SOUTH $63^{\circ}23'04''$ WEST 11.38 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER (N 1/2 NW 1/4) OF SAID SECTION 16; THENCE SOUTH $89^{\circ}47'56''$ EAST 1536.79 FEET ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTHEAST QUARTER (N 1/2 NE 1/4) OF SAID SECTION 16; THENCE SOUTH $89^{\circ}23'00''$ EAST 2639.96 FEET ALONG THE SOUTH LINE OF THE SAID (N 1/2 NE 1/4) TO THE SOUTHEAST CORNER THEREOF; THENCE NORTH $00^{\circ}53'40''$ EAST 1322.65 FEET ALONG THE EAST LINE OF THE SAID (N 1/2 NE 1/4) TO THE NORTHEAST CORNER OF SAID SECTION 16 AND THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH $00^{\circ}36'41''$ EAST 2686.05 FEET TO THE EAST ONE-QUARTER CORNER OF SAID SECTION 9; THENCE NORTH

89°24'40" WEST 2693.50 FEET TO THE CENTER OF SAID SECTION 9; THENCE SOUTH 00°16'22" EAST 247.53 FEET ALONG THE NORTH-SOUTH CENTER LINE OF SAID SECTION 9 TO THE SOUTH LINE OF THE NORTH 15 RODS OF THE SOUTHWEST QUARTER OF SAID SECTION 9; THENCE NORTH 89°24'40" WEST 2651.74 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF SAID SECTION 9; THENCE SOUTH 00°09'00" EAST 2434.71 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SUBJECT TO THE FOLLOWING:

ANY RECORDED EASEMENTS FOR THE USE AND MAINTENANCE OF THE WEBER-PROVO DIVERSION CANAL, THAT MAY BE LOCATED ON THE HEREIN DESCRIBED PROPERTY.

EXCEPTING:

A TRACT OF LAND SITUATED IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 30 FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO LINES AT RIGHT ANGLES TO THE CANAL CENTER LINE AT STATION 250 + 53.8 ON THE NORTH AND STATION 266+00 ON THE SOUTH, AND EVERYWHERE DISTANT 50 FEET AND 80 FEET, RESPECTIVELY, ON THE LEFT OR EAST SIDE OF THAT PORTION OF THE FOLLOWING DESCRIBED CENTER LINE OF THE WEBER-PROVO DIVERSION CANAL BETWEEN STATION 250+53.8 AND STATION 268+00, MEASURED AT RIGHT ANGLES AND/OR RADially THERETO; SAID CENTER LINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT STATION 250 + 53.8 OF SAID CENTER LINE, WHICH POINT IS NORTH 7°02' WEST 2315.0 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 39°41' WEST 466.3 FEET, THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 206.7 FEET AND A DISTANCE OF 89.0 FEET, THENCE SOUTH 14°46' WEST 168.7 FEET, THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 287.9 FEET AND A DISTANCE OF 44.5 FEET, THENCE SOUTH 5°52' WEST 65.7 FEET, THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 1432.7 FEET AND A DISTANCE OF 215.0 FEET, THENCE SOUTH 2°44' EAST 261.0 FEET, THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 716.8 FEET AND A DISTANCE OF 154.8 FEET, THENCE SOUTH 15°07' EAST 281.2 FEET TO STATION 268+00 OF SAID CENTER LINE, WHICH POINT IS NORTH 39°58' WEST, 896.6 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN,

ALSO EXCEPTING,

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A STRIP OF LAND 20 FEET WIDE AND INCLUDED BETWEEN TWO LINES EXTENDED TO LINES AT RIGHT ANGLES TO THE CANAL CENTER LINE AT STATION 278+00 ON THE NORTH AND STATION 283+70.7 ON THE SOUTH, AND EVERYWHERE DISTANT 50 FEET AND 70 FEET, RESPECTIVELY ON THE LEFT OR EAST SIDE OF THAT PORTION OF THE FOLLOWING DESCRIBED CENTER LINE OF THE WEBER-PROVO DIVERSION CANAL BETWEEN STATION 278+00 AND 283+70.7 MEASURED AT RIGHT ANGLES AND/OR RADIALLY THERETO; SAID CENTER LINE IS MORE PARTICULARLY DESCRIBED S FOLLOWS:

BEGINNING AT STATION 278+00 OF SAID CENTER LINE WHICH POINT IS SOUTH 64°52' WEST 665.6 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 22°26' WEST 205.4 FEET, THENCE ALONG A REGULAR CURVE TO THE LEFT WITH A RADIUS OF 716.8 FEET AND A DISTANCE OF 179.6 FEET, THENCE SOUTH 8°03' WEST 170.3 FEET, THENCE ALONG A REGULAR CURVE TO THE RIGHT WITH A RADIUS OF 206.7 FEET AND A DISTANCE OF 15.2 FEET TO STATION 283+70.7 OF SAID CENTER LINE WHICH POINT IS SOUTH 42°29' WEST, 1130.4 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN,

ALSO EXCEPTING,

ANY PORTION OF THE ABOVE DESCRIBED PROPERTY LYING WITHIN THE BOUNDS OF STATE HIGHWAYS, COUNTY ROADS AND/OR CITY STREETS.

PARCEL 11:

THE SOUTH HALF OF THE SOUTH HALF OF SECTION 10, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN.

PARCEL 12:

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY FOR A ROAD ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 2 SOUTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AS GRANTED IN THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 6, 1991 AS ENTRY NO. 336248 IN BOOK 595 AT PAGE 489.

(Tax Serial Nos. CD-526, CD-526-B, CD-526-1, CD-527, CD-528-A, KT-133, CD-523, KT-251, CD-534, CD-530 and CD-525-C).

EXHIBIT "B"

WATER RIGHTS

Any and all water rights appurtenant to the Property shall be transferred to the Buyer, including but not limited to the following:

Utah Division of Water Rights No. 35-8838;

635 Shares of The Beaver and Shingle Creek Irrigation Company Water Stock, evidenced by certificate number 2852;

5 Shares of the Weber River Water Users' Association Water Stock, evidenced by certificate number 1085.

RECORDER'S NOTE

ERROR IN PAGE NUMBERING

ENTRY NUMBER 861319 FOUND IN BOOK 1960 HAS
ENCOUNTERED EITHER:

AN ADDITIONAL ✓ pg 1176 thru 1188

OR MISSING PAGE _____.

ALAN SPRINGS
SUMMIT COUNTY RECORDER