



W3298861

WHEN RECORDED, MAIL TO:

Dentons Durham Jones Pinegar P.C.
3301 Thanksgiving Way, Ste. 400
Lehi, UT 84043
Attn: Brian C. Cheney

E# 3298861 PG 1 OF 22
Leann H. Kilts, WEBER COUNTY RECORDER
20-Sep-23 0206 PM FEE \$60.00 DEP SLW
REC FOR: FIRST AMERICAN TITLE INSURANCE COMP/
ELECTRONICALLY RECORDED

APN: 15-051-0045; 15-051-0026; 15-051-0020; 15-051-0018; 15-051-0019;
15-053-0011; 15-053-0012; 15-053-0013; 10-045-0062; 10-035-0008; 10-045-0005;
15-053-0020; 15-051-0022; 15-051-0023; 10-035-0007; 10-045-0067; 10-045-0068;
10-045-0065; 15-053-0033; 15-053-0016

AMENDED AND RESTATED AGREEMENT REGARDING WATER IMPROVEMENTS FOR PROMONTORY COMMERCE CENTER

THIS AMENDED AND RESTATED AGREEMENT REGARDING WATER IMPROVEMENTS FOR PROMONTORY COMMERCE CENTER (the “**Agreement**”) is made this 19 day of September, 2023, by and between the West Warren - Warren Water Improvement District, a special government district (the “**District**”) and PCC LAND, LLC, a Utah limited liability company or its assigns (“**Developer**”), with reference to the following facts:

W I T N E S S E T H:

WHEREAS, Developer is under contract to acquire certain real property located in Weber County, Utah, and more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”), and intends to develop the Property into a commercial industrial business center known as Promontory Commerce Center (the “**Project**”);

WHEREAS, in connection with Developer’s development and construction of the Project, the District requires that Developer design and construct certain water improvements on and to the Property and other property, as more particularly described on **Exhibit B** attached hereto and incorporated herein (collectively, the “**Improvements**”);

WHEREAS, in exchange for Developer’s construction and completion of the Improvements, the District has agreed to (i) offer culinary water service to the Property and Project, and (ii) allow Developer to pay to the District the impact fees due and payable in connection with the Project in the ordinary course of the development process, as opposed to requiring that such fees be paid up front, all as more particularly described in this Agreement;

WHEREAS, the District and Blackpine, LLC, a Utah limited liability company, and the predecessor-in-interest to Developer, entered into that certain Agreement Regarding Water Improvements for Promontory Commerce Center dated April 13, 2023

and recorded in the official records of the Weber County Recorder on August 23, 2023 as Entry No. 3295605 (the “**Original Agreement**”); and

WHEREAS, the parties to the Original Agreement desire to amend and restate the terms and provisions of the Original Agreement in their entirety as set forth herein for the purpose of adding and including additional parcels to the Property as provided on **Exhibit A**.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby amend and restate the Original Agreement in its entirety to read as set forth in this Agreement and hereby acknowledge and agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgments of the parties.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions pertaining to Developer’s construction of the Improvements, and the District’s obligation to provide culinary water service to the Property and Project and accept phased payment of impact fees, each as more particularly described herein. The terms and conditions set forth herein are expressly conditioned upon Developer acquiring the Property and proceeding with the construction of the Project. If Developer, for any reason in Developer’s sole discretion, fails to close on the purchase of the Property, then Developer shall have no obligation to construct the Improvements. This Agreement shall not be recorded in the Official Records of the Weber County Recorder until Developer closes on the purchase of the Property. If Developer terminates its contract to purchase the Property or elects not to purchase the Property, this Agreement and the parties’ respective obligations hereunder shall terminate, and this Agreement shall be of no further force or effect.

3. Improvements. The Improvements set forth on **Exhibit B** attached hereto shall be completed at the expense of the Developer in a good and workmanlike manner in accordance with this Section 3.

A. Plans. Prior to commencing any construction or installation of the Improvements, Developer and the District shall work together to design and approve plans and specifications for the Improvements (the “**Plans**”). To the extent the District requests any changes or modifications to the Plans following such approval, if the change results in an increase in the overall cost to design, construct and install the Improvements, the amount of such increase in cost shall be borne solely by the District. Notwithstanding anything herein to the contrary, the Improvements shall be of a type and quality substantially similar to other improvements constructed and installed by the District.

- B. Location of the Improvements. The Improvements shall be located approximately in the locations set forth on **Exhibit B**. However, Developer reserves the right to modify the exact location of the Improvements if such modification is necessary or appropriate to facilitate the development of the Property and the construction of the Project. Such modification may include, by way of example but not by limitation, relocating one or more of the Improvements. To the extent any of the Improvements are located on land other than the Property, as described on **Exhibit B**, it shall be the District's sole responsibility to facilitate access for Developer and its contractors and agents to such property.
- C. Completion of Improvements. Upon the Developer's completion of construction of the Improvements, the Developer shall notify the District that the Improvements have been completed in accordance with this Agreement. The date of such notification shall be known as the "**Notification Date**." The District shall have ten (10) days (the "**Approval Date**") from the Notification Date to notify Developer of any deficiencies in the Improvements. If the District fails to notify Developer within such ten (10) day period, the District shall be deemed to have approved and accepted the Improvements and agreed that the Improvements substantially conform to the Plans agreed to by the Parties in accordance with Section 3.

4. Conveyance of Improvements and/or Property. Within a reasonable period of time following the Approval Date, Developer shall execute and deliver to the District one or more of the following, as may be necessary or appropriate, in Developer's reasonable discretion, to grant to the District perpetual access to and use of the Improvements: (a) a quit claim deed (the "**Deed**") conveying to the District that portion of the Property on which one or more of the Improvements are located; (b) a perpetual easement in favor of the District granting the District an easement and right of way with respect to that portion of the Property on which the Improvements are located; (c) a bill of sale conveying any portion of the Improvements constituting personal property to the District, and (d) any other document or agreement reasonably necessary or appropriate, in each case free and clear of all liens and encumbrances.

5. District's Obligation to Maintain Improvements. Following the Approval Date and satisfaction of Section 4 of this Agreement, the District shall be solely responsible to maintain, repair and keep the Improvements in good operating condition and repair including, without limitation, the repair and replacement of the Improvements as may be necessary or appropriate. If and to the extent the District fails to do so, Developer may, but shall not be obligated to, perform such maintenance and repair obligations, and the District shall, upon demand, reimburse Developer for all costs and expenses incurred in connection therewith.

6. Culinary Water. District shall provide the Project with culinary quality water service to satisfy the needs of the Project at no additional cost or expense to Developer other than the payment of impact fees in accordance with Section 7 below and regular

service fees. The District will calculate the expected water demands of the Project utilizing the Plans, as may be amended or updated from time to time, provided by Developer. The District represents and warrants that it has, or will obtain, sufficient water to serve the Project.

7. Impact Fees. Developer shall be permitted to pay impact fees, as legally adopted or amended by the governing municipality, in the ordinary course of the development of the Project as follows: (i) Developer shall apply for a Commitment-of-Service Letter for each portion of the Project then completed and pay the applicable impact fees applicable to such portion of the Project; and (ii) District shall issue a Commitment-of-Service Letter such portion of the Project. For the avoidance of doubt, in no event shall Developer be required to pay the applicable impact fees for any portion of the Project not yet constructed or completed in order to receive a Commitment-of-Service Letter for a portion of the Project already constructed or completed.

8. Assignment. This Agreement may be assigned by Developer without the prior written consent of the District, so long as the assignee has the financial capability to perform the terms of this Agreement as determined by Developer in its reasonable discretion. In the event Developer desires to assign its rights and obligations herein, it shall so notify the District in writing, together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein. Developer's pledging of part or all of the Property as security for financing shall also not be deemed to be an "assignment" unless specifically designated as such an assignment by the Developer.

9. Modifications. This Agreement shall not be amended or modified except by subsequent written agreement signed by the parties.

10. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

11. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then the remainder of this Agreement shall be interpreted to as fully as possible give force and effect to the intent of the parties as evidenced by the original terms and conditions of this Agreement, including the invalidated provision.

12. Governing Law. The laws of the State of Utah shall govern the validity, performance, and enforcement of this Agreement.

13. Attorneys' Fees. If any legal action, arbitration or other proceeding, is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that party may be entitled.

14. No Third-Party Rights/No Joint Venture. This Agreement does not create a joint venture relationship, partnership or agency relationship between the District and/or Developer. Further, the parties do not intend this Agreement to create any third-party beneficiary rights. The parties acknowledge that this Agreement refers to a private development. Further, the parties agree that the District has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property until Developer has conveyed the Improvements and the Park Property to the District, at which time all rights and responsibilities (except for warranty obligations of Developer as expressly set forth herein) for the Improvements shall be the District's. Except to the extent arising out of Developer's gross negligence or willful misconduct, the District shall indemnify, defend and hold Developer harmless from and against any and all losses, costs, claims and liabilities, including reasonable attorneys' fees and costs, arising out of or related to the Improvements and the Park Property following the conveyance thereof by Developer to District. Notwithstanding the foregoing, Developer acknowledges and agrees that District is a governmental entity under the Governmental Immunity Act of Utah, nothing in this Agreement shall be construed as a waiver of any protections, rights, or defenses applicable to the District under the Act, including the provisions of Utah Code Ann. § 63G-7-604, as amended, regarding limitations of judgments.

15. Notice. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or E-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage pre-paid). Notices must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a Notice given in accordance with this Section:

Notice to District:

West Warren-Warren Water
Improvement District
1561 S. 7500 W. Ogden, UT 84404
Attn: Melissa Murray, Clerk
Email: westwarrenwtr@gmail.com

Notice to Developer:

PCC Land, LLC
c/o Blackpine, LLC
1357 N. 2000 W.
Farr West, UT 84404
Attn: Daniel Stephens
Email: daniel@theblackpinegroup.com

And to:

PCC Land, LLC
c/o KC Gardner Company, L.C.
201 S. Main Street, Ste. 2000

Salt Lake City, UT 84111
Attn: Christian Gardner
Email: christian@gardnercompany.com

With a copy to:

Dentons Durham Jones Pinegar P.C.
3301 N. Thanksgiving Way, Ste. 400
Lehi, UT 84043
Attn: Brian C. Cheney
Email: brian.cheney@dentons.com

16. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

17. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile or electronic signature page were an original thereof.

18. Dispute Resolution. If a dispute arises regarding this Agreement, the parties shall first attempt informal negotiations to resolve dispute before taking legal action. If that fails, then the parties may, but are not required to, pursue other means of alternative dispute resolution before taking legal action.

19. Survivability. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect.

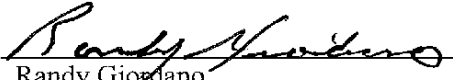
20. Waiver. No waiver of any right under this Agreement will be effective unless there is a knowing, voluntary relinquishment of a known right in writing and signed by the party making the waiver. No delay in acting regarding any breach will be construed as a waiver of the breach.

[Signatures on following page]

WHEREFORE, the parties hereto have executed this Agreement as of the date set forth above in the opening paragraph.

DISTRICT:

WEST WARREN-WARREN WATER
IMPROVEMENT DISTRICT
a special government district

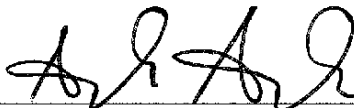
By: 
Name: Randy Giordano
Title: Chairman of the Board

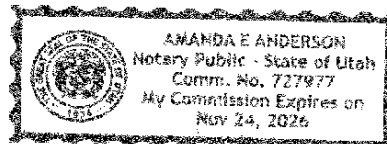
STATE OF UTAH)
) ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 19 day of September, 2023, by Randy Giordano as Chairman of the Board of West Warren-Warren Water Improvement District.

WITNESS my hand and official seal.

My Commission expires:
11/24/2026


Notary Public



DEVELOPER:

PCC LAND, LLC,
a Utah limited liability company

By: GBP PCC, LLC,
a Utah limited liability company
Its: Manager

By: [Signature]
Name: Daniel Stephens
Title: Manager

By: [Signature]
Name: Christian Gardner
Title: Manager

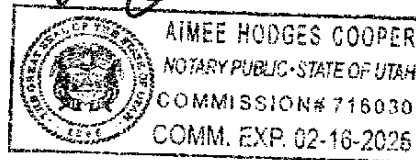
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 19th day of September, 2023,
by Daniel Stephens as the Manager of GBP PCC, LLC, the Manager of PCC Land, LLC.

WITNESS my hand and official seal.

My Commission expires:
02-10-2025

[Signature]
Notary Public



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 19th day of September, 2023,
by Christian Gardner as the Manager of GBP PCC, LLC, the Manager of PCC Land, LLC.

WITNESS my hand and official seal.

My Commission expires:
02-16-2025

[Signature]
Notary Public

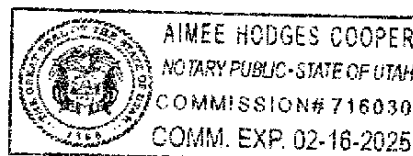


EXHIBIT A
(Property Description)

That certain real property located in Weber County, Utah, more particularly described as follows:

PARCEL 1: (TAX PARCEL NO. 15-051-0045)

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT QUIT CLAIM DEED RECORDED MARCH 9, 2016 AS ENTRY NO. 2782051 IN THE OFFICE OF THE WEBER COUNTY RECORDER. SAID PARCEL IS LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING WIRE FENCE CORNER, WHICH IS 1704.17 FEET NORTH 00°46'18" EAST ALONG THE SECTION LINE AND 1658.04 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE ALONG SAID EXISTING WIRE FENCE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°18'42" EAST (R=EAST) 581.00 FEET TO AN EXISTING GATE POST; 2) SOUTH 00°55'36" WEST 1,723.45 FEET (R=SOUTH 104 RODS) TO A FENCE CORNER; THENCE NORTH 89°14'50" WEST 572.36 FEET (R=WEST 558.44 FEET) ALONG A WESTERLY EXTENSION OF AN EXISTING WIRE FENCE TO A SOUTHERLY EXTENSION OF AN EXISTING WIRE FENCE; THENCE NORTH 00°49'03" EAST (R=NORTH) 1,104.73 FEET ALONG SAID EXTENSION AND EXISTING WIRE FENCE; THENCE SOUTH 88°56'35" EAST (R=EAST) 100.00 FEET; THENCE NORTH 00°34'07" EAST (R=NORTH) 270.01 FEET TO AN EXISTING WIRE FENCE; THENCE ALONG SAID EXISTING WIRE FENCE THE FOLLOWING TWO (2) COURSES: 1) NORTH 89°36'54" WEST (R=WEST) 100.04 FEET TO A FENCE CORNER; 2) NORTH 00°08'13" EAST (R=NORTH) 349.24 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING NORTH 00°46'18" EAST ALONG THE SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 2: (TAX PARCEL NO. 15-051-0026)

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT OF LAND DESCRIBED IN THAT QUIT CLAIM DEED RECORDED MARCH 9, 2016 AS ENTRY NO. 2782055 IN THE OFFICE OF THE WEBER COUNTY RECORDER. SAID PARCEL IS LOCATED IN THE WEST HALF OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE NORTH 00°46'18" EAST (R=NORTH) 633.01 FEET ALONG THE SECTION LINE; THENCE SOUTH 89°13'42" EAST (R=SOUTH 89°14'01" EAST) 355.83 FEET; THENCE NORTH 00°46'18" EAST (R=SOUTH 0°45'59" EAST) 693.55 FEET TO A WESTERLY EXTENSION OF AN EXISTING WIRE FENCE; THENCE ALONG SAID EXTENSION AND EXISTING WIRE FENCE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°26'42" EAST (R=EAST) 103.02 FEET TO A FENCE CORNER; 2) SOUTH 89°04'05" EAST (R=EAST) 452.16 FEET TO THE END OF SAID

EXISTING WIRE FENCE; THENCE SOUTH 89°04'05" EAST (R=EAST) 751.91 FEET ALONG AN EASTERLY EXTENSION OF SAID EXISTING WIRE FENCE TO AN EXISTING WIRE FENCE; THENCE SOUTH 00°49'03" WEST 1319.87 FEET (R=SOUTH 80 RODS) ALONG SAID EXISTING FIRE FENCE AND EXTENSION THEREOF TO A WESTERLY EXTENSION OF AN EXISTING WIRE FENCE; THENCE SOUTH 89°14'50" EAST 1017.92 FEET (R=EAST 60 RODS) ALONG SAID EXTENSION AND EXISTING WIRE FENCE TO AN EXISTING WIRE FENCE CORNER; THENCE SOUTH 00°28'55" WEST 446.95 FEET (R=SOUTH 342 FEET) ALONG AND EXISTING WIRE FENCE AND EXTENSION THEREOF TO THE CENTER CHANNEL OF THE WEBER RIVER; THENCE ALONG SAID CENTER CHANNEL OF THE WEBER RIVER THE FOLLOWING FOURTEEN (14) COURSES: 1) NORTH 74°02'23" WEST 225.40 FEET; 2) SOUTH 85°56'51" WEST 180.52 FEET; 3) SOUTH 14°23'03" WEST 443.45 FEET; 4) SOUTH 08°15'50" WEST 124.04 FEET; 5) SOUTH 12°18'57" EAST 168.55 FEET; 6) SOUTH 37°12'51" EAST 290.22 FEET; 7) SOUTH 47°23'38" EAST 313.57 FEET; 8) SOUTH 69°59'01" EAST 378.34 FEET; 9) SOUTH 35°48'16" EAST 294.17 FEET; 10) SOUTH 04°52'41" EAST 272.77 FEET; 11) SOUTH 30°18'11" WEST 142.10 FEET; 12) SOUTH 69°32'44" WEST 407.34 FEET; 13) SOUTH 55°42'33" WEST 130.73 FEET; 14) SOUTH 34°17'31" WEST 99.54 FEET; THENCE NORTH 89°52'27" WEST (R=WEST) 68.38 FEET TO AN EXISTING WEBER COUNTY WITNESS CORNER; THENCE NORTH 89°52'27" WEST (R=WEST) 218.75 FEET ALONG A SECTION LINE; THENCE NORTH 72°11'46" WEST 2,195.82 FEET (R=NORTH 72°50' WEST 2162 FEET) TO A WESTERLY RIGHT-OF-WAY LINE OF 5900 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES; 1) NORTH 00°06'21" EAST 1,148.60 FEET TO A POINT OF TANGENCY WITH A 934.00 - FOOT RADIUS CURVE TO THE LEFT, CONCAVE WESTERLY (RADIUS POINT BEARS NORTH 89°53'39" WEST); 2) NORTHERLY 231.41 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°11'45" (CHORD BEARS NORTH 06°59'32" WEST 230.82 FEET); 3) NORTH 14°05'24" WEST 480.98 FEET TO A POINT OF TANGENCY WITH A 933.00 - FOOT RADIUS CURVE TO THE RIGHT, CONCAVE EASTERLY; 4) NORTHERLY 26.93 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°39'13" (CHORD BEARS NORTH 13°15'47" WEST 26.93 FEET) TO THE WESTERLY LINE OF SAID SECTION 18; THENCE NORTH 00°11'57" EAST 108.46 FEET ALONG SAID WESTERLY LINE OF SECTION 18 TO THE POINT OF BEGINNING.

BASIS OF BEARING NORTH 00°46'18" EAST ALONG THE SECTION LINE BETWEEN THE WEST QUARTER CORNER AND THE NORTHWEST CORNER OF SAID SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 3: (TAX PARCEL NO. 15-051-0020)

PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD AND THE SOUTH LINE OF SAID QUARTER SECTION, RUNNING THENCE NORTH ALONG SAID EAST LINE 682.8 FEET, THENCE SOUTH 72°50' EAST 675 FEET, THENCE SOUTH 00°42' EAST TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST TO THE PLACE OF BEGINNING.

PARCEL 4: (TAX PARCEL NO. 15-051-0018)

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT NORTH 682.8 FEET AND SOUTH 72°50' EAST 1418 FEET FROM THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD, AND THE SOUTH LINE OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 72°50' EAST 744 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST ALONG SAID LINE TO POINT SOUTH 0°42' EAST OF BEGINNING, THENCE NORTH 0°42' WEST TO BEGINNING.

PARCEL 5: (TAX PARCEL NO. 15-051-0019)

PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT NORTH 682.8 FEET AND SOUTH 72°50' EAST 675 FEET FROM THE INTERSECTION OF THE EAST LINE OF THE COUNTY ROAD AND THE SOUTH LINE OF SAID QUARTER SECTION 18, AND RUNNING THENCE SOUTH 72°50' EAST 742 FEET, THENCE SOUTH 00°42' EAST TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE WEST ALONG SAID LINE TO A POINT SOUTH 00°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO BEGINNING.

PARCEL 6: (TAX PARCEL NO. 15-053-0011)

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING ON THE NORTH LINE OF SAID QUARTER SECTION 1390 FEET, MORE OR LESS, EAST OF THE EAST LINE OF THE COUNTY ROAD, AND RUNNING THENCE EAST TO THE WEST BANK OF THE WEBER RIVER, THENCE SOUTH ALONG SAID WEST BANK 1050 FEET, MORE OR LESS, THENCE ALONG THE NORTH BANK OF SAID RIVER IN A NORTHWESTERLY DIRECTION TO A POINT SOUTH 00°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO BEGINNING.

PARCEL 7: (TAX PARCEL NO. 15-053-0012)

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING ON THE NORTH LINE OF SAID QUARTER SECTION 675 FEET, MORE OR LESS, EAST OF THE EAST LINE OF THE COUNTY ROAD, AND RUNNING THENCE EAST 720 FEET, MORE OR LESS, THENCE SOUTH TO THE NORTH BANK OF THE WEBER RIVER, THENCE ALONG SAID RIVER BANK IN A WESTERLY DIRECTION TO A POINT SOUTH 00°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO BEGINNING.

PARCEL 8: (TAX PARCEL NO. 15-053-0013)

PART OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT INTERSECTION OF THE EAST LINE OF COUNTY ROAD AND NORTH LINE OF NORTHWEST QUARTER OF SECTION 19, THENCE SOUTH 582.4 FEET, SOUTH 62°20' EAST 630 FEET TO WEST LINE OF WEBER RIVER, THENCE NORTHERLY, EASTERLY TO A POINT EAST 670 FEET, MORE OR LESS, AND SOUTH 0°42' EAST OF BEGINNING, THENCE NORTH 00°42' WEST TO NORTH LINE OF SAID SECTION DUE EAST OF BEGINNING, THENCE WEST TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321655 IN BOOK 624 AT PAGE 596 OF OFFICIAL RECORDS.

LESS AND EXCEPT THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800625 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF GRANTOR'S PROPERTY, SAID POINT LIES 563.34 FEET SOUTH 00°42'09" EAST ALONG THE WEST LINE OF SAID SECTION 19 AND 200.71 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 19 AND RUNNING THENCE NORTH 44.11 FEET ALONG GRANTOR'S WEST PROPERTY LINE TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE OF 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH) THENCE SOUTH 59°34'37" EAST 157.74 FEET ALONG THE PROPOSED NORTH RIGHT OF WAY LINE OF SAID PROJECT TO A POINT OF CURVATURE ON SAID NORTH RIGHT OF WAY LINE, THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE SOUTHEASTERLY 483.97 FEET ALONG THE ARC OF A 4445.20 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 06°14'17" AND LONG CHORD BEARS SOUTH 62°41'45" EAST 483.73 FEET) ALONG SAID RIGHT OF WAY LINE TO A POINT ON THE GRANTOR'S EAST PROPERTY LINE, THENCE SOUTH 12°44'31" WEST 35.74 FEET ALONG GRANTOR'S EAST PROPERTY LINE TO GRANTOR'S SOUTH PROPERTY LINE, THENCE NORTH 62°20'00" WEST 630.00 FEET ALONG GRANTOR'S SOUTH PROPERTY LINE TO THE POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED 00°14'13" COUNTER CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 9: (TAX PARCEL NO. 10-045-0062)

PART OF THE EAST HALF OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 570 FEET SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, AND RUNNING THENCE SOUTH TO RIGHT-OF-WAY OF THE CENTRAL PACIFIC RAILROAD, THENCE EAST ALONG SAID RIGHT-OF-WAY 80 RODS; THENCE NORTH 85 RODS, MORE OR LESS, TO THE COUNTY ROAD; THENCE NORTHWESTERLY ALONG SAID ROAD TO A POINT WHICH IS SOUTH 00°30'30" EAST 439.87 FEET, AND NORTH 67°36'20" WEST 737.87 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 24, THENCE SOUTH 00°30'30" EAST 481.06 FEET, THENCE NORTH 73°53' WEST 200.00 FEET, THENCE WEST 460.0 FEET, MORE OR LESS, TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321643 IN BOOK 624 AT PAGE 584 OF OFFICIAL RECORDS.

ALSO: PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT WHICH IS SOUTH 00°30'30" EAST 439.87 FEET ALONG SECTION LINE AND NORTH 67°36'20" WEST 737.87 FEET, AND SOUTH 00°30'30" EAST 481.06 FEET AND NORTH 73°53' WEST 200.00 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE WEST 460.0 FEET, MORE OR LESS, TO WEST LINE OF EAST HALF OF NORTHEAST QUARTER OF SAID SECTION 24, THENCE NORTH 270.0 FEET, MORE OR LESS, TO A POINT 300 FEET SOUTH OF NORTH LINE OF SAID SECTION; THENCE EAST 200 FEET; THENCE NORTH 267 FEET, MORE OR LESS, TO SOUTH LINE OF 900 SOUTH STREET, THENCE EASTERLY ALONG SOUTH LINE OF SAID STREET TO A POINT NORTH 00°30'30" WEST OF THE PLACE OF BEGINNING, THENCE SOUTH 00°30'30" EAST 481.06 FEET TO THE PLACE OF BEGINNING.

ALSO: PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT A POINT 300 FEET SOUTH FROM THE NORTHWEST CORNER OF THE EAST HALF OF SAID NORTHEAST QUARTER, AND RUNNING THENCE NORTH 267 FEET, MORE OR LESS, TO THE SOUTH LINE OF 900 SOUTH STREET, THENCE EASTERLY ALONG SAID SOUTH LINE OF 900 SOUTH STREET 200 FEET, MORE OR LESS, THENCE SOUTH 267 FEET, MORE OR LESS, THENCE WEST 200 FEET TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800632 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH

STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PROPOSED SOUTH RIGHT OF WAY LINE OF THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT AND THE EAST LINE OF THE GRANTOR'S PROPERTY, SAID POINT LIES 76.11 FEET SOUTH 00°27'54" WEST AND 866.33 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 24 AND RUNNING THENCE NORTHWESTERLY 336.16 FEET ALONG THE ARC OF A 1447.52 FOOT RADIUS CURVE TO THE LEFT, (CENTRAL ANGLE EQUALS 13°18'21" AND LONG CHORD BEARS NORTH 81°53'34" WEST 335.40 FEET) ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 88°32'45" WEST 123.59 FEET ALONG SAID RIGHT OF WAY LINE TO THE GRANTOR'S WEST PROPERTY LINE THENCE NORTH 00°13'14" EAST 14.66 FEET ALONG SAID WEST PROPERTY LINE TO THE NORTH LINE OF GRANTOR'S PROPERTY, THENCE SOUTH 89°46'46" EAST 200.00 FEET ALONG SAID NORTH PROPERTY LINE TO AN ANGLE POINT IN THE GRANTOR'S NORTH PROPERTY LINE; THENCE SOUTH 77°26'12" EAST 261.78 FEET ALONG SAID NORTH PROPERTY LINE TO THE GRANTOR'S EAST PROPERTY LINE, THENCE SOUTH 00°17'16" EAST 7.38 FEET ALONG SAID EAST PROPERTY LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016 AS ENTRY NO. 2800633 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PROPOSED SOUTH RIGHT OF WAY LINE OF THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT AND THE GRANTOR'S NORTH PROPERTY LINE, SAID POINT LIES 201.27 FEET SOUTH 00°27'54" WEST ALONG THE EAST LINE OF SAID SECTION 24, AND 548.01 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTHWESTERLY 138.96 FEET ALONG THE ARC OF A 1447.52 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 05°30'01" AND LONG CHORD BEARS NORTH 64°27'27" WEST 138.91 FEET) ALONG SAID PROPOSED RIGHT OF WAY LINE TO A WEST LINE OF THE GRANTOR'S PROPERTY, THENCE NORTH 00°02'44" WEST 16.39 FEET ALONG SAID WEST PROPERTY LINE TO THE GRANTOR'S NORTH PROPERTY LINE, THENCE SOUTH 58°40'33" EAST 146.73 FEET ALONG SAID NORTH PROPERTY LINE TO THE POINT OF BEGINNING.

PARCEL 10: (TAX PARCEL NO. 10-035-0008)

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT QUIT CLAIM DEED RECORDED MARCH 09, 2016 AS ENTRY NO. 2782048 IN THE OFFICE OF THE WEBER COUNTY RECORDER. SAID PARCEL IS LOCATED IN THE SOUTHEAST

QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF SAID SECTION 13, WHICH IS 1986.51 FEET SOUTH 00°11'57" WEST ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00°11'57" WEST 650.00 FEET ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE NORTH 89°20'15" WEST (R=WEST) 825.27 FEET ALONG THE SECTION LINE TO A NORTHERLY RIGHT OF WAY LINE OF 12TH STREET AND POINT OF NON-TANGENCY WITH A 1547.52 -- FOOT RADIUS CURVE TO THE LEFT, CONCAVE SOUTHERLY (RADIUS POINT BEARS SOUTH 15°23'05" WEST); THENCE WESTERLY 168.24 FEET ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°13'44" (CHORD BEARS NORTH 77°43'47" WEST 168.16 FEET) AN EXISTING #5 REBAR AND YELLOW CAP STAMPED "PLS 356548" AS SHOWN ON THAT RECORD OF SURVEY & PARCEL ADJUSTMENT SURVEY FILED AS 7384 IN THE OFFICE OF THE WEBER COUNTY SURVEYOR; THENCE ALONG SAID SURVEY THE FOLLOWING TWO (2) COURSES: 1) NORTH 00°39'45" EAST (R=NORTH) 278.27 FEET; 2) NORTH 89°20'15" WEST (R=WEST) 228.96 FEET TO AN EXISTING #5 REBAR AND YELLOW CAP STAMPED "PLS 356548" AND THE TOP BANK OF SLOUGH; THENCE NORTH 08°37'04" WEST 32.71 FEET ALONG SAID TOP BANK OF SLOUGH TO THE END OF AN EXISTING WIRE FENCE; THENCE NORTH 87°10'51" WEST 36.82 FEET; THENCE NORTH 88°49'35" WEST 30.06 FEET TO A EASTERLY BOUNDARY LINE OF A 21.0' FOOT WIDE STRIP OF LAND KNOWN AS 6150 WEST STREET DESCRIBED IN THAT QUIT CLAIM DEED RECORDED OCTOBER 28, 2022 AS ENTRY NO. 3261356 IN THE OFFICE OF SAID RECORDER; THENCE NORTH 00°39'46" EAST (R=NORTH 00°14'45" EAST) 289.07 FEET ALONG SAID EASTERLY BOUNDARY LINE; THENCE EAST 1,285.91 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING NORTH 00°46'18" EAST ALONG THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SAID SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 11: (TAX PARCEL NO. 10-045-0005)

PART OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SECTION 24, AND RUNNING THENCE SOUTH 463 FEET, THENCE NORTH 62°20' WEST 990 FEET, THENCE EAST 875 FEET TO BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016, AS ENTRY NO. 2800627 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID SECTION 24 AND THE GRANTOR'S SOUTH PROPERTY LINE, SAID POINT LIES 463.00 FEET SOUTH ALONG THE EAST LINE OF SAID SECTION 24, FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH $62^{\circ}20'00''$ WEST 990.00 FEET TO THE NORTH LINE OF GRANTOR'S PROPERTY, THENCE EAST 96.81 FEET TO THE PROPOSED NORTH RIGHT OF WAY LINE OF THE 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH); THENCE SOUTHEASTERLY 352.69 FEET ALONG THE ARC OF A 1547.52 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS $13^{\circ}03'29''$ AND LONG CHORD BEARS SOUTH $66^{\circ}48'31''$ EAST 351.93 FEET) ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE, THENCE SOUTH $60^{\circ}16'46''$ EAST 525.66 FEET ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE TO THE EAST LINE OF SAID SECTION 24; THENCE SOUTH 60.49 FEET ALONG THE EAST LINE OF SAID SECTION 24 TO THE POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED $00^{\circ}27'57''$ CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 12: (TAX PARCEL NO. 15-053-0020)

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH 463 FEET, THENCE SOUTH $62^{\circ}30'$ EAST 183 FEET, THENCE NORTH $00^{\circ}42'$ WEST TO THE NORTH LINE OF SAID SECTION, THENCE WEST TO BEGINNING.

EXCEPT COUNTY ROAD AS DESCRIBED BY WARRANTY DEED RECORDED SEPTEMBER 25, 1959 AS ENTRY NO. 321656 IN BOOK 624 AT PAGE 597 OF OFFICIAL RECORDS.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JUNE 27, 2016, AS ENTRY NO. 2800626 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 19 AND THE SOUTH LINE OF THE GRANTOR'S PROPERTY, SAID POINT LIES 463.00 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 19 AND RUNNING THENCE NORTH 60.49 FEET ALONG SAID WEST PROPERTY LINE, THENCE SOUTH $60^{\circ}16'46''$ EAST 186.17 FEET ALONG THE PROPOSED NORTH RIGHT OF WAY LINE OF SAID PROJECT TO THE

EAST LINE OF GRANTOR'S PROPERTY, THENCE SOUTH 00°42'00" EAST 52.69 FEET ALONG THE EAST LINE OF THE GRANTOR'S PROPERTY TO A POINT ON THE SOUTH LINE OF THE GRANTOR'S PROPERTY; THENCE NORTH 62°30'00" WEST 183.00 FEET ALONG THE SOUTH LINE OF THE GRANTOR'S PROPERTY, TO THE POINT OF BEGINNING.

THE PRECEDING DESCRIPTION NEEDS TO BE ROTATED 00°27'57" CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 13: (TAX PARCEL NO. 15-051-0022)

PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18, AND RUNNING THENCE NORTH 40 RODS; THENCE EAST TO COUNTY ROAD; THENCE SOUTH 00°42' EAST ALONG SAID ROAD TO THE SOUTH LINE OF SAID SECTION; THENCE WEST TO BEGINNING.

PARCEL 14: (TAX PARCEL NO. 15-051-0023)

AN ENTIRE TRACT OF LAND DESCRIBED IN THAT QUIT CLAIM DEED RECORDED MARCH 09, 2016 AS ENTRY NO. 2782052 IN THE OFFICE OF THE WEBER COUNTY RECORDER. SAID TRACT IS LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF 5900 WEST STREET, WHICH IS 1318.43 FEET SOUTH 00°11'57" WEST ALONG THE SECTION LINE AND 154.67 FEET EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 18; THENCE SOUTH 00°06'21" WEST 668.08 FEET (R=SOUTH 0°42' EAST 40 RODS) ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 5900 WEST; THENCE WEST 155.76 FEET (R=146.2 FEET) TO A WESTERLY LINE OF SAID SECTION 18; THENCE NORTH 00°11'57" EAST 669.88 FEET (R=NORTH 40 RODS) ALONG SAID WESTERLY LINE OF SECTION 18; THENCE SOUTH 89°20'03" EAST (R=EAST) 154.68 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING NORTH 00°46'18" EAST ALONG THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER AND THE OF SAID SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 15: (TAX PARCEL NO. 10-035-0007)

A PARCEL OF LAND BEING PART OF AN ENTIRE TRACT DESCRIBED IN THAT QUIT CLAIM DEED RECORDED MARCH 09, 2016 AS ENTRY NO. 2782049 IN THE OFFICE OF THE WEBER COUNTY RECORDER. SAID PARCEL IS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN AND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON A EASTERLY LINE OF SAID SECTION 13, WHICH IS 1316.63 FEET SOUTH 00°11'57" WEST ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00°11'57" WEST 669.88 FEET ALONG SAID EASTERLY LINE OF SECTION 13; THENCE WEST 1285.91 FEET TO A EASTERLY BOUNDARY LINE OF A 21.0' FOOT WIDE STRIP OF LAND KNOWN AS 6150 WEST STREET DESCRIBED IN THAT QUIT CLAIM DEED RECORDED OCTOBER 28, 2022 AS ENTRY NO. 3261356 IN THE OFFICE OF SAID RECORDER; THENCE NORTH 00°39'45" EAST 398.69 FEET ALONG SAID EASTERLY BOUNDARY LINE AND EXTENSION THEREOF TO THE CORNER OF AN EXISTING IRON FENCE; THENCE ALONG SAID EXISTING IRON FENCE THE FOLLOWING TWO (2) COURSES 1) SOUTH 89°13'52" EAST 172.50 FEET; 2) SOUTH 88°37'11" EAST 217.42 FEET TO AN EXISTING WIRE FENCE; THENCE NORTH 02°01'27" WEST 105.63 FEET ALONG SAID EXISTING WIRE FENCE AND EXTENSION THEREOF TO A SHED CORNER; THENCE SOUTH 87°58'33" WEST 1.49 FEET TO AN EXISTING IRON FENCE; THENCE NORTH 02°29'55" WEST 187.01 FEET ALONG SAID EXISTING IRON FENCE TO THE SOUTH 1/16TH LINE (40 ACRE LINE) OF SAID SECTION 13; THENCE SOUTH 89°02'23" EAST 297.73 FEET ALONG SAID SOUTH 1/16TH LINE (40 ACRE LINE) TO A WESTERLY EXTENSION OF AN EXISTING IRON FENCE; THENCE ALONG SAID EXTENSION AND EXISTING IRON FENCE THE FOLLOWING TWO (2) COURSES: 1) SOUTH 89°04'05" EAST 324.64 FEET; 2) SOUTH 89°20'03" EAST 284.89 FEET AND EXTENSION THEREOF TO THE POINT OF BEGINNING.

BASIS OF BEARING NORTH 00°46'18" EAST ALONG THE SECTION LINE BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER AND THE OF SAID SECTION 13, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN.

PARCEL 16: (TAX PARCEL NO. 10-045-0067)

PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. COMPRISING 4.34 ACRES OF LAND BY ADJUSTING THE BOUNDARIES OF THOSE TWO CERTAIN PARCELS OF LAND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED AS ENTRIES 3037317 AND 3017482 OF THE WEBER COUNTY RECORDS.

BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°35'47" EAST 2654.54 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 24. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, THENCE SOUTH 89°45'08" EAST 1306.10 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°01'38" WEST 47.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 900 SOUTH STREET AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 00°04'09" EAST 1050.18 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°22'10" WEST 186.58 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 00°37'50" EAST 1048.94 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID 900 SOUTH STREET. THENCE SOUTH 89°45'08" EAST 173.76 FEET COINCIDENT WITH SAID RIGHT OF WAY TO THE POINT OF BEGINNING.

PARCEL 17: (TAX PARCEL NO. 10-045-0068)

PARCEL OF LAND LYING AND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE AND MERIDIAN. COMPRISING 5.12 ACRES OF LAND BY ADJUSTING THE BOUNDARIES OF THOSE TWO CERTAIN PARCELS OF LAND DESCRIBED IN THOSE CERTAIN DEEDS RECORDED AS ENTRIES 3037317 AND 3017482 OF THE WEBER COUNTY RECORDS. BASIS OF BEARING FOR SUBJECT PARCEL BEING SOUTH 89°35'47" EAST 2654.54 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 24. SUBJECT PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 24, THENCE SOUTH 89°45'08" EAST 1306.10 FEET COINCIDENT WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°01'38" WEST 47.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF 900 SOUTH STREET; THENCE NORTH 89°15'08" WEST 203.76 FEET COINCIDENT WITH SAID RIGHT OF WAY LINE TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548" AND THE TRUE POINT OF BEGINNING; THENCE SOUTH 89°45'08" EAST 30.00 FEET COINCIDENT WITH SAID RIGHT OF WAY TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°37'50" WEST 1048.94 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 89°22'10" EAST 186.58 FEET TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE SOUTH 00°04'09" EAST 863.58 FEET TO A POINT ON THE NORTH BOUNDARY OF THE SOUTHERN PACIFIC RAIL ROAD AND A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 89°38'59" WEST 227.13 FEET COINCIDENT WITH SAID RAIL ROAD PARCEL TO A NUMBER FIVE REBAR AND CAP STAMPED "PLS 356548"; THENCE NORTH 00°37'50" EAST 1913.37 FEET TO THE POINT OF BEGINNING.

PARCEL 18: (TAX PARCEL NO. 10-045-0065)

PART OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, US SURVEY:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE COUNTY ROAD WHICH IS SOUTH 00°30'30" EAST 439.87 FEET ALONG THE SECTION LINE AND NORTH 67°36'20" WEST 737.87 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 24, SAID POINT IS ALSO NORTH 67°36'20" WEST 737.87 FEET FROM THE RAILROAD SPIKE AT THE INTERSECTION OF THE CENTER LINE OF THE COUNTY ROAD AND THE EAST LINE OF SAID SECTION 24, RUNNING THENCE SOUTH 00°30'30" EAST 481.06 FEET, THENCE NORTH 73°53' WEST 200.00 FEET, THENCE NORTH 00°30'30" WEST 481.06 FEET TO THE SOUTH LINE OF THE COUNTY ROAD, THENCE SOUTH 73°53' EAST 200.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE PORTION OF PROPERTY AS DESCRIBED IN WARRANTY DEED RECORDED JULY 28, 2015, AS ENTRY NO. 2748029 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT

LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH, ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE PROPOSED SOUTH RIGHT OF WAY LINE OF THE SAID 1200 SOUTH STREET (900 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH) AND THE GRANTOR'S WEST PROPERTY LINE, SAID POINT LIES 76.13 FEET SOUTH 00°27'54" WEST AND 866.26 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 24, AND RUNNING THENCE NORTH 00°16'46" WEST 7.40 FEET ALONG THE GRANTOR'S WEST PROPERTY LINE TO A POINT ON THE GRANTOR'S NORTH PROPERTY LINE; THENCE SOUTH 73°39'46" EAST 200.00 FEET ALONG SAID NORTH PROPERTY LINE TO A POINT ON THE GRANTOR'S EAST PROPERTY LINE, THENCE SOUTH 00°16'46" EAST 16.42 FEET ALONG SAID EAST PROPERTY LINE TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY FOR SAID (LG_WC_1200 SOUTH) PROJECT, THENCE NORTHWESTERLY 202.93 FEET ALONG THE ARC OF A 1447.52 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 08°01'56" AND LONG CHORD BEARS NORTH 71°13'15" WEST 202.76 FEET) ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL 19: (TAX PARCEL NO. 15-53-0033)

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT ON THE EAST LINE OF THE COUNTY ROAD, SAID POINT BEING SOUTH 606 FEET AND EAST 66 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 19; THENCE SOUTH TO A POINT 90 FEET NORTH OF THE CENTER LINE OF THE RIGHT-OF-WAY OF THE SOUTHERN PACIFIC COMPANY; THENCE EAST PARALLEL TO SAID CENTER LINE 1180 FEET; THENCE NORTH 362 FEET TO THE CENTER OF WEBER RIVER CHANNEL; THENCE UP SAID CHANNEL AS FOLLOWS: NORTH 58°4' WEST 572.7 FEET; THENCE NORTH 11°4' WEST 224 FEET; THENCE NORTH 62°20' WEST 185 FEET; THENCE NORTH 27°40' EAST 105 FEET; THENCE NORTH 62°20' WEST 605 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM ANY PART THEREOF LYING NORTH OF CENTER OF OLD SLOUGH AND CONVEYED BY DEEDS IN BOOK 546 PAGES 272 & 273.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE WEBER COUNTY BY QUIT CLAIM DEED RECORDED MAY 28, 2015 AS ENTRY NO. 2737798 OF OFFICIAL RECORDS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH, ALSO KNOWN AS PROJECT NO. LG_WC_1200 SOUTH. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTER CONTROL LINE OF THE 1200 SOUTH STREET (1100 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 SOUTH) AND AN EXTENSION OF THE GRANTORS WEST PROPERTY LINE, SAID POINT LIES 497.77 FEET SOUTH ALONG THE WEST LINE OF SAID SECTION 19 AND 66.00 FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTH 60°16'46" EAST 283.67 FEET ALONG SAID CENTER CONTROL TO A POINT OF CURVATURE ON CENTER CONTROL LINE OF SAID PROJECT; THENCE 371.88 FEET ALONG THE ARC OF A 4495.20 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE

EQUALS 04°44'24" AND LONG CHORD BEARS SOUTH 62°38'58" EAST 371.78 FEET) ALONG CENTER CONTROL LINE OF SAID 1200 SOUTH STREET (1100 SOUTH STREET) PROJECT TO THE INTERSECTION OF AN EXTENSION OF GRANTOR'S PROPERTY LINE AND SAID CENTER CONTROL LINE; THENCE SOUTH 27°40'00" WEST 50.05 FEET ALONG AN EXTENSION OF SAID PROPERTY LINE TO A POINT ON THE PROPOSED SOUTH RIGHT OF WAY LINE OF SAID 1200 SOUTH STREET (1100 SOUTH STREET) PROJECT; THENCE ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE TWO (2) COURSES AS FOLLOWS: (1) 373.67 FEET ALONG THE ARC OF A 4545.20 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 04°42'37" AND LONG CHORD BEARS NORTH 62°38'05" WEST 373.56 FEET) TO A POINT OF TANGENCY, (2) NORTH 60°16'46" WEST 255.13 FEET TO A POINT ON AN EXTENSION OF SAID WEST PROPERTY LINE THENCE NORTH 57.57 FEET ALONG AN EXTENSION OF THE WEST PROPERTY LINE TO THE POINT OF BEGINNING.

THE PRECEEDING DESCRIPTION NEEDS TO BE ROTATED 00°27'56" CLOCKWISE TO MATCH PROJECT ALIGNMENT.

PARCEL 20: (TAX PARCEL NO. 15-053-0016)

PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING IN THE CENTER OF THE WEBER RIVER 933 FEET SOUTH AND 745 FEET EAST OF THE NORTHWEST CORNER OF SECTION 19, RUNNING THENCE SOUTHWESTERLY ALONG THE RIVER 8 RODS; THENCE NORTHWESTERLY PARALLEL TO COUNTY ROAD 165 FEET; THENCE NORTHERLY PARALLEL TO RIVER 6.5 RODS TO COUNTY ROAD; THENCE SOUTH 74°1' EAST 142.6 FEET TO BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING LEGAL DESCRIPTION IN THAT CERTAIN QUIT CLAIM DEED TO WEBER COUNTY RECORDED OCTOBER 15, 2015 AS ENTRY NO. 2760800 OF OFFICIAL RECORDS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF LAND, SITUATE IN THE NW QUARTER OF SECTION 19, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, INCIDENT TO THE CONSTRUCTION OF 1200 SOUTH STREET, WEBER COUNTY, STATE OF UTAH ALSO KNOWN AS PROJECT NO. LG_WC_1200 S. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTER CONTROL LINE FOR THE 1200 SOUTH STREET (1150 SOUTH STREET) ROAD WIDENING PROJECT (LG_WC_1200 S), SAID POINT LIES 818.09 FEET SOUTH 00°27'57" WEST ALONG THE WEST LINE OF SAID SECTION 19 AND 636.42 FEET EAST FROM THE NW CORNER OF SAID SECTION 19; AND RUNNING THENCE SOUTHEASTERLY 150.62 FEET ALONG THE ARC OF A 4495.20 FOOT RADIUS CURVE TO THE LEFT (CENTRAL ANGLE EQUALS 01°55'11" AND LONG CHORD BEARS SOUTH 65°25'42" EAST 150.61 FEET) TO A POINT ON AN EXTENSION OF THE GRANTOR'S EAST PROPERTY LINE; THENCE SOUTH 17°45'24" WEST 50.26 FEET ALONG AN EXTENSION OF SAID PROPERTY LINE TO THE PROPOSED SOUTH RIGHT OF WAY LINE FOR SAID PROJECT; THENCE NORTHWESTERLY 159.28 FEET ALONG THE ARC OF A 4545.20 FOOT RADIUS CURVE TO THE RIGHT (CENTRAL ANGLE EQUALS 02°00'28" AND LONG CHORD BEARS NORTH 65°26'56" WEST 159.27 FEET) ALONG SAID PROPOSED SOUTH RIGHT OF WAY LINE OF 1200 SOUTH STREET TO A POINT ON AN EXTENSION OF THE GRANTOR'S WEST PROPERTY LINE; THENCE NORTH 27°40'00" EAST 50.3 FEET ALONG AN EXTENSION OF SAID PROPERTY LINE TO THE POINT OF BEGINNING.

EXHIBIT B
(List of Improvements)

1. Install 12" water main line through that portion of 5900 W. that borders the Property and through the new public ring road in a location to be mutually agreed upon by the parties.
2. Upgrade any meters serving properties other than the Property necessary to provide proper flow to the upgraded water main lines installed by Developer.
3. Install on the Property a water storage tank with a capacity of 1,000,000 gallons in a location to be mutually agreed upon by the parties.