**DEVELOPMENT AGREEMENT**

**FOR THE**

**MOUNTAIN VIEW ESTATES SUBDIVISION**

**Dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023**

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**WHEN RECORDED, RETURN TO**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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**DEVELOPMENT AGREEMENT**

**FOR THE**

**PROMONTORY STUDIO RANCH**

**WEBER COUNTY, UTAH**

**DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019**

THIS DEVELOPMENT AGREEMENT (“DA”) is made and entered as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2023, by and between Weber County, a political subdivision of the State of Utah (“County”), and Mountain Views Land and Livestock, a Utah limited liability company (“Developer”), as the owner and developer of a subdivision known as Mountain View Estates (the “Project”). The County and Developer are sometimes collectively referred to in this DA as the “Parties.”

**RECITALS**

A. The capitalized terms used in these Recitals are defined in Section 1.2, below.

B. Developer is the owner of approximately 92.32 acres of real property located within the unincorporated boundaries of the County as more fully described in Exhibit A (the “Property”) and mapped in Exhibit B on which it proposes to develop the Project.

C. Developer, or the successors or heirs of the Property, is willing to design and construct the Project in a manner that is in harmony with, and is intended to promote, the long range policies, goals, and objectives of the Western Weber Planning Area’s general plan, zoning, and development regulations in order to receive the benefits of vesting for certain uses and zoning designations under the terms of this DA, as more fully set forth below.

D. Developer and the County desire that the Property is developed in a unified and consistent fashion pursuant to memorializing a relationship between them viz. a viz. certain transactions, entitlements, dedications, and other requirements that are necessary for the Project.

E. Development of the Property will include all or part of the Intended Uses, as specified in this DA.

F. Development of the Project pursuant to this DA is acknowledged by the parties to be consistent with the Act, and the County Code, and operate to the benefit of the County, Developer, and the general public.

G. The Board of County Commissioners has reviewed this DA and determined that it is consistent with the Act, the County Code as applied to the Property.

H. Development of the Property pursuant to this DA will result in significant benefits to the County by providing economic growth, a diversity of uses and service, socially sustainable development practices, and assurances to the County that the Property will be developed in accordance with this DA.

I. Development of the Property pursuant to this DA will result in significant benefits to the Developer by providing assurances to Developer that it will have the ability to develop the Property in accordance with this DA.

J. Developer and the County have cooperated in the preparation of this DA.

K. The parties desire to enter into this DA to specify the rights and responsibilities of the Developer to develop the Property as part of the Project as expressed in this DA and the rights and responsibilities of the County to allow and regulate such development pursuant to the requirements of the DA.

L. The parties understand and intend that this DA is a “development agreement” within the meaning of, and entered into pursuant to the terms of Utah Code Ann., §17-27a-102.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Developer hereby agree to the following:

**TERMS**

# 1. Incorporation of Recitals and Exhibits/Definitions.

* 1. **Incorporation.** The foregoing Recitals and Exhibits A-B are hereby incorporated into this DA.
  2. **Definitions.** For purposes of this Agreement, the following terms, phrases, words, and their derivations shall have the meaning given herein where capitalized; Words not defined herein shall have the same meaning as provided by the County Code. When consistent with the context, words used in the present tense include the future, words in the plural number include the singular number, words in the singular number include the plural number, and the use of any gender shall apply to all genders whenever the context requires. The words "shall" and "will" are mandatory and the word "may" is permissive. References to governmental entities (whether persons or entities) refer to those entities or their successors in authority. If specific provisions of law referred to herein are renumbered, then the reference shall be read to refer to the renumbered provision.
     1. **Act** means the County Land Use, Development, and Management Act, Utah Code Ann. §§17-27a-101, *et seq.*
     2. **Board of County Commissioners** means the elected County Commission of Weber County.
     3. **Building Permit** means the County’s building permit or building permit review process, as specified in County Code.
     4. **County** means Weber County, a political subdivision of the State of Utah.
     5. **County Code** means the ordinances, policies, standards, and procedures of the County related to zoning, subdivisions, development, public improvements, and other similar or related matters that have been and may be adopted in the future.
     6. **DA** means this Development Agreement including all of its Exhibits.
     7. **Default** means a material breach of this DA.
     8. **Development Standards** means a set of standards approved by the County as a part of the approval of the Master Plan and this DA controlling certain aspects of the deigns and construction of the development of Property including setbacks, building sizes, height limitations, parking and signage; and, the design and construction standards for buildings, roadways, and infrastructure.
     9. **Developer** means Mountain Views Land and Livestock, a Utah limited liability company, and its assignees or transferees as permitted by this DA.
     10. **Notice** means any notice to or from any party to this DA that is either required or permitted to be given to another party.
     11. **Parcel** means any parcel of land within the Property created by any means other than a Subdivision plat, upon which development is not approved.
     12. **Project** means the development to be constructed on the Property pursuant to this DA with the associated public and private facilities and all of the other aspects approved as part of this DA including its exhibits.
     13. **Project Infrastructure** means those items of public or private infrastructure which are specified in this DA, by the County Code, or as a condition of the approval of a development application because they are necessary for development of the Property such as local roads or utilities.
     14. **Property** means the real property subject to this DA as more fully described in Exhibit “A” and mapped in Exhibit “B.”
     15. **Subdivision** means the division of any portion of the Project into a subdivision pursuant to State Law and/or the County Code.
     16. **Subdivision Application** means the application to create a Subdivision.

1. Effective Date, Expiration, Termination.
   1. **Effective Date.** The Effective Date of this Agreement is the latter of:
      1. The last date upon which it is signed by any of the Parties hereto; or
      2. The recordation of this Agreement.
   2. **Term and Expiration.** 
      1. Term of Agreement Related To Development of the Property. The term of this DA as it relates to the development of the Property or the establishment of new uses on the Property shall be until December 31, 2033 unless earlier terminated.
   3. **Termination.** This Agreement may be terminated by mutual written agreement of the Parties to this Agreement. This Agreement automatically terminates, without notice, in the following circumstances:
      1. The term of this Agreement expires;
      2. The Project is abandoned, as evidenced by not substantially completing subdivision improvements within 36 months, or no actual construction of any dwelling units in the Project for one year following substantial completion of subdivision improvements, or as otherwise provided for by Weber County Code Chapter 108-12; or
      3. The Developer defaults on any provision of this Agreement and the default is not resolved as specified in Section 9 of this Agreement.
2. Development of the Project and Application of Development Requirements**.** 
   1. Development of the Project shall be in accordance with the County Code, and this DA and its Exhibits. In the event of a conflict between the County Code and this DA, the more specific provisions of the DA and its Exhibits shall control. In the event of a conflict between the Exhibits of this DA and the main body of this DA, the main body shall control.
   2. The County acknowledges for the purposes of this Project that the delayed implementation of the emergency egress, as provided in Section 6 of this DA, satisfies the egress requirement of Section 106-2-2.040 *Terminal Streets* of the Weber County Code.
3. Vested Rights.
   1. **Vested Rights Granted by Approval of this DA.** Developer shall have the vested right to develop and construct the Project on the Property in accordance with the zoning regulations and Development Standards pursuant to County Code, and other matters specifically addressed in this DA and subject to compliance with the terms and conditions of this DA. The Parties intend that the rights granted to Developer under this DA are contractual and also those rights that exist under statute, common law and at equity. The parties specifically intend that this DA grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §17-27a-508. The Parties understand and agree that the Project will be required to comply with future changes to County Code that do not limit or interfere with the vested rights granted pursuant to the terms of this DA.
   2. **Reserved Legislative Powers.** Developer acknowledges that the County is restricted in its authority to limit its police powers by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the County all of its police power that cannot be so limited. Notwithstanding the retained power of the County to enact such legislation under its police powers, any such legislation shall only be applied to modify the vested rights of Developer as referenced in Section 4.1 above under the terms of this DA based upon policies, facts and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as codified in Utah Code Ann.§ 17-27a-508. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the County; and unless in good faith the County declares an emergency, Developer shall be entitled to prior written notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public interest exception to the vested rights doctrine.
4. Public Improvements, Generally**.** The Parties agree that the development will comply with all applicable County Code not otherwise more specifically provided for in this DA.
5. Emergency Egress Improvements.Developer agrees to install an emergency egress road from 7500 West to the existing Railroad crossing at about 10000 West. The Parties further agree to the following:
   1. **Construction Standards.** The egress shall be designed to the minimum specifications of the Fire Authority and County Engineer, and shall have an all-weather travel surface that is at least 20-feet wide, and shall be capable of supporting the heaviest fire apparatus owned by the Fire Authority. The egress road shall avoid the known floodplain.
   2. **Escrow.** In addition to escrow requirements for other improvements in the subdivision, Developer shall submit an escrow and escrow agreement to County for the egress road. The escrow shall be submitted prior to subdivision plat recordation. The escrow shall be equal to 110 percent of the engineer’s cost estimate for the egress road. The engineer’s cost estimate shall include a ten percent contingency for unanticipated costs, plus the reasonably anticipated inflation costs for the next two years. County agrees to release 100 percent of the escrow to Developer after the County Engineer grants conditional acceptance of the egress road. The remaining 10 percent shall be retained by the County through the duration of the warrantee period, as specified by County Code. Developer agrees that in the event of default of this agreement or the escrow agreement, County has the right to use the escrow funds in any manner of its choosing provided it contributes toward providing a second egress to the Project.
   3. **Easement.** Prior to plat recordation, Developer shall provide the County an emergency egress easement on and across the Parcels between a Project street within the Property and 10000 West Street. The easement shall be written to give the County express permission to construct the egress road in the event Developer fails to do so. County agrees to accept any reasonable easement alignment as proposed by Developer, provided it is out of the known floodplain and is across land on which the egress road can be constructed without conditions or circumstances that might create a cost to construct the road to exceed the submitted escrow.
   4. **Delayed Installation.** County agrees to postpone Developer’s obligation to install the egress road for a period of 24 months to allow time for Developer to pursue the creation of a public street right-of-way and egress road that connects 7500 West Street to the public street network that is east of the Weber River.
      1. In the event Developer is successful in doing so, and the resulting egress road meets the minimum standards of the County as anticipated in this DA, County agrees to release the escrow funds to Developer pursuant to County Code to compensate for Developer’s contributing towards this egress route.
      2. In the event Developer is not successful in doing so, Developer shall install the egress road in accordance with specifications herein to the 10000 West railroad crossing.
   5. **Development Limited to 21 Lots.** Developer agrees to be limited to the platting of no more than 21 lots on the Property until either:
      1. At least two emergency egress roads are created to County standards that connect 7500 West Street to the greater public street network, crossing the railroad in two separate locations; or
      2. Another standard street is available for use that connects the Property to the greater public street network in a manner that eliminates the single-access public street currently serving the Property.
6. Financial Contribution to Eastward Connector Street**.** If installation of roads or street connections can be made pursuant to Section 6.5 of this DA, County agrees Developer may continue to plat other lots in excess of 21 on the Property pursuant to applicable County Code. Developer agrees that for each lot platted in excess of 21, Developer shall donate $5,000.00 per lot to County at the time of the lot’s platting, to be contributed toward the cost of building a public street connecting 7500 West to the greater public street network east of the Weber River.
7. Provision of Services**.** The County agrees to provide all County services to the Project that it provides from time-to-time to other residents and properties within the County including, but not limited to, police and other emergency services. Such services shall be provided to the Project at the same levels of services, on the same terms and at the same rates as provided to other residents and properties in the County.
8. Default**.**
   1. **Notice.** If Developer or a successor or heir, or the County fails to perform their respective obligations hereunder or to comply with the terms hereof, the party believing that a Default has occurred shall provide Notice to the other party.
   2. **Contents of the Notice of Default. The Notice of Default shall:**
      1. **Claim of Default.** Specify the claimed event of Default;
      2. **Identification of Provisions.** Identify with particularity the provisions of any applicable law, rule, regulation or provision of this DA that is claimed to be in Default;
      3. **Specify Materiality.** Identify why the Default is claimed to be material; and
      4. **Optional Proposed Cure.** If the County chooses, in its discretion, propose a method and time for curing the Default which shall be of no less than sixty (60) days duration.
   3. **Remedies.** In the event of a default, the Parties may have the following remedies:
      1. **Legal Remedies.** The rights and remedies available at law and in equity, including injunctive relief and specific performance, but not damages.
      2. **Enforcement of Security.** The right to draw on any security posted or provided in connection with the Project and relating to remedying of the particular Default.
      3. **Withholding Further Development Approvals.** The right to withhold all further reviews, approvals, licenses, Building Permits and/or other permits for development of the Project in the case of a default by Developer until the Default has been cured.
   4. **Extended Cure Period.** If any Default cannot be reasonably cured within sixty days, then such cure period shall be extended so long as the defaulting party can provide evidence that it is pursuing a cure with reasonable diligence.
   5. **Cumulative Rights.** The rights and remedies set forth herein shall be cumulative.
9. Notices**.** All notices required or permitted under this Amended Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail and regular mail to the following address:

To the Developer:

Mountain Views Land and Livestock

Attn: John Price

360 AUTUMN CHERRY WAY

KAYSVILLE UT 84037

To the County:

Weber County

Attn: County Commission Chair

2380 Washington BLVD

Suite 360

Ogden, Utah 84401

With a copy to:

Chris Crockett

Deputy County Attorney

2380 Washington BLVD

Suite 230

Ogden, Utah 84401

AND

Rick Grover

Planning Director

2380 Washington BLVD

Suite 240

Ogden, Utah 84401

* 1. **Effectiveness Of Notice.** Except as otherwise provided in this DA, each Notice shall be effective and shall be deemed delivered on the earlier of:
     1. **Physical Delivery.** Its actual receipt, if delivered personally, by courier service, or by facsimile provided that a copy of the facsimile Notice is mailed or personally delivered as set forth herein on the same day and the sending party has confirmation of transmission receipt of the Notice).
     2. **Electronic Delivery.** Its actual receipt if delivered electronically by email provided that a copy of the email is printed out in physical form and mailed or personally delivered as set forth herein on the same day and the sending party has an electronic receipt of the delivery of the Notice
     3. **Mail Delivery.** On the day the Notice is postmarked for mailing, postage prepaid, by First Class or Certified United States Mail and actually deposited in or delivered to the United States Mail. Any party may change its address for Notice under this DA by giving written Notice to the other party in accordance with the provisions of this Section.

1. Miscellaneous Provisions.
   1. **Future Annexation or Incorporation.** If a city or district attempts to incorporate or annex the Property, Developer, Property owner, or successors, heirs, and assigns agree to support and not protest the incorporation or annexation unless County agrees, in writing, to the protest.
   2. **Entire Agreement.** This DA, and all Exhibits thereto, is the entire agreement between the Parties and may not be amended or modified except either as provided herein or by a subsequent written amendment signed by all parties.
   3. **Headings.** The captions used in this DA are for convenience only and are not intended to be substantive provisions or evidences of intent.
   4. **No Third Party Rights/No Joint Venture.** This DA does not create a joint venture relationship, partnership or agency relationship between the County and Developer. Further, the parties do not intend this DA to create any third-party beneficiary rights. The parties acknowledge that this DA refers to a private development and that the County has no interest in, responsibility for or duty to any third parties concerning any improvements to the Property unless the County has accepted the dedication of such improvements at which time all rights and responsibilities for the dedicated public improvement shall be the County's.
   5. **Assignability.** The rights and responsibilities of Developer under this DA may be assigned in whole or in part by Developer with the consent of the County as provided herein.
      1. **Sales not an Assignment.** Developer's selling or conveying a lot in any approved Subdivision or Parcels or any other real estate interest within the Project, to builders, users, or Subdevelopers, shall not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Developer.Despite the selling or conveyance, Developer still maintains all rights, responsibilities, and obligations of this DA relative to development on the sold or conveyed property.
      2. **Related Party Transfer.** Developer's transfer of all or any part of the Property to any entity "related" to Developer (as defined by regulations of the Internal Revenue Service), Developer's entry into a joint venture for the development of the Project or Developer's pledging of part or all of the Project as security for financing shall also not be deemed to be an "assignment" subject to the above-referenced approval by the County unless specifically designated as such an assignment by the Developer. Developer shall give the County Notice of any event specified in this sub-section within ten (10) days after the event has occurred. Such Notice shall include providing the County with all necessary contact information for the newly responsible party.
      3. **Notice.** Developer shall give Notice to the County of any proposed assignment and provide such information regarding the proposed assignee that the County may reasonably request in making the evaluation permitted under this Section. Such Notice shall include providing the County with all necessary contact information for the proposed assignee.
      4. **Deemed Approved.** Unless the County objects in writing within thirty business days the County shall be deemed to have approved of and consented to the assignment.
      5. **Partial Assignment.** If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this DA to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.
      6. **Grounds for Denying Assignment.** The County may only withhold its consent for the reasons listed herein.
         1. If the County is not reasonably satisfied of the assignees ability to perform the obligations of Developer proposed to be assigned; or
         2. If the County has reasonable concern that the assignment will separate the Project in a manner that creates unreasonable additional demand for any type of governmental service, including additional demand for coordination amongst assignees or other administrative review services not otherwise anticipated at the time of the execution of this DA.
      7. **Assignee Bound by this DA.** Any assignee shall consent in writing to be bound by the assigned terms and conditions of this DA as a condition precedent to the effectiveness of the assignment.
   6. **No Waiver.** Failure of any party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future date any such right or any other right it may have.
   7. **Severability.** If any provision of this DA is held by a court of competent jurisdiction to be invalid for any reason, the parties consider and intend that this DA shall be deemed amended to the extent necessary to make it consistent with such decision and the balance of this DA shall remain in full force and affect.
   8. **Force Majeure.** Any prevention, delay or stoppage of the performance of any obligation under this DA which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor; acts of nature, governmental restrictions, regulations or controls, judicial orders, enemy or hostile government actions, wars, civil commotions, fires or other casualties or other causes beyond the reasonable control of the party obligated to perform hereunder shall excuse performance of the obligation by that party for a period equal to the duration of that prevention, delay or stoppage.
   9. **Time is of the Essence.** Time is of the essence to this DA and every right or responsibility shall be performed within the times specified.
   10. **Mutual Drafting.** Each party has participated in negotiating and drafting this DA and therefore no provision of this DA shall be construed for or against either party based on which party drafted any particular portion of this DA.
   11. **Applicable Law.** This DA is entered into in Weber County in the State of Utah and shall be construed in accordance with the laws of the State of Utah irrespective of Utah's choice of law rules.
   12. **Venue.** Any action to enforce this DA shall be brought only in the Second Judicial District Court for the State of Utah, Weber County.
   13. **Recordation and Running with the Land.** This DA shall be recorded in the chain of title for the Property. This DA shall be deemed to run with the land.
   14. **Authority.** The parties to this DA each warrant that they have all of the necessary authority to execute this DA. Specifically, on behalf of the County, the signature of the Chair of the Board of County Commissioners for the County is affixed to this DA lawfully binding the County. This DA is approved as to form and is further certified as having been lawfully adopted by the County by the signature of the County Attorney.

SIGNATURES

**IN WITNESS WHEREOF,** the parties hereto have executed this DA by and through their respective, duly authorized representatives as of the day and year first herein above written.

**DEVELOPER** **COUNTY**

Mountain Views Land and Livestock, L.L.C. Weber County

By: By: Gage Froerer, Chair

Its: Board of County Commissioners

**Approved as to form and legality: Attest:**

Chris Crockett, Deputy County Attorney Ricky Hatch, CPA, Clerk/Auditor

**DEVELOPER ACKNOWLEDGEMENT**

**STATE OF UTAH**

**COUNTY OF WEBER**

On the \_\_\_\_\_\_ day of January, 2023, personally appeared before me \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who being duly sworn, did say that he is the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Mountain Views Land and Livestock, a Utah limited liability company, and that the foregoing instrument was duly authorized by the company at a lawful meeting held by authority of its operating agreement and signed in behalf of said company.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NOTARY PUBLIC**

TABLE OF EXHIBITS

**Exhibit "A" Legal Description of Property**

**Exhibit "B" General Map of Legal Description**

EXHIBIT “A”

**LEGAL DESCRIPTION OF THE PROPERTY**

**Parcel 100480030**

PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OFSECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKEMERIDIAN: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEASTQUARTER SECTION, THENCE SOUTH 495 FEET, THENCE WEST 595.80FEET; THENCE SOUTH 165 FEET, THENCE WEST 724.20 FEET, THENCENORTH 660 FEET, THENCE EAST 1320 FEET TO POINT OF BEGINNING. TOGETHER WITH A RIGHT OF WAY FOR INGRESS AND EGRESS OVERTHE FOLLOWING: BEGINNING AT A POINT 1815 FEET SOUTH FROM THENORTHEAST CORNER OF SAID SECTION 27, AND RUNNING THENCE SOUTH15 FEET; THENCE WEST 595.8 FEET; THENCE NORTH 15 FEET; THENCEEAST 595.8 FEET TO THE POINT OF BEGINNING. EXCEPTING THEREFROM: RESERVING A LIFE ESTATE TO THEGRANTOR FOR THE FOLLOWING DESCRIBED PARCEL ONLY: BEGINNING ATTHE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEASTQUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALTLAKE BASE & MERIDIAN, AND RUNNING THENCE WEST 150 FEET ALONGTHE NORTH LINE OF SAID QUARTER QUARTER, THENCE SOUTH 150 FEET,THENCE EAST 150 FEET TO THE EAST LINE OF SAID QUARTER QUARTERTHENCE NORTH 150 FEET TO THE POINT OF BEGINNING. (E#2711391) LESS AND EXECPT: DAVIS MEATS SUBDIVISION. PG 155 LESS & EXCEPTING: RUSSIAN OLIVES SUBDIVISION PG 170.

Containing approximately 13.23 Acres

**Parcel 100480011**

THE SOUTH 330 FEET OF THE NORTHEAST QUARTER OF THE NORTHEASTQUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3 WEST, SALTLAKE BASE AND MERIDIAN, U.S. SURVEY.

Containing approximately 10.00 Acres

**Parcel 100480024**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27,TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, US SURVEY: EXCEPT THE SOUTH 330 FEET. ALSO EXCEPTING THE NORTH 10 ACRES.

Containing approximately 20.00 Acres

**Parcel 100480025**

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 27.TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE MERIDIAN, US SURVEY. EXCEPTING THE NORTH 150 FEET OF THE EAST 266.67 FEET. ALSO EXCEPTING THE SOUTH 30 ACRES.

Containing approximately 9.09 Acres

**Parcel 100480023**

THE NORTHWEST QUARTER OF THE NORTHEAST 1/4 OF SECTION 27,TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, USSURVEY. ALSO EXCEPTING THE SOUTH 30 ACRES.

Containing approximately 10.00 Acres

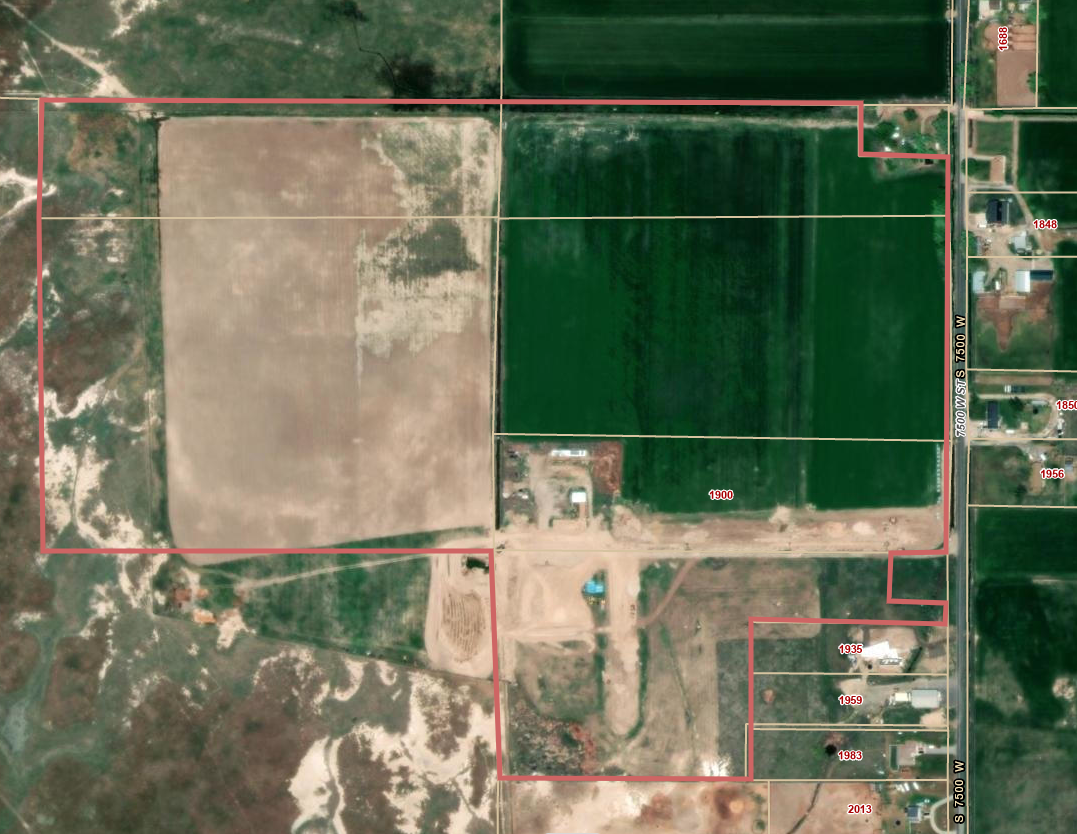
**Parcel 100480022**

THE NORTHWEST QUARTER OF THE NORTHEAST 1/4 OF SECTION 27,TOWNSHIP 6 NORTH, RANGE 3 WEST, SALT LAKE BASE & MERIDIAN, USSURVEY. EXCEPTING THEREFROM THE FOLLOWING: A PART OF THENORTHEAST QUARTER OF SECTION 27, TOWNSHIP 6 NORTH, RANGE 3WEST, SALT LAKE BASE & MERIDIAN, US SURVEY, DESCRIBED ASFOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SECTION 27,THENCE SOUTH 00D30'37" WEST 330.84 FEET, THENCE NORTH89D55'40" WEST 1316.01 FEET, THENCE NORTH 89D15'40" WEST1323.34 FEET, THENCE NORTH 00D29'32" EAST 330.83 FEET, THENCESOUTH 89D15'40" EAST 1322.81 FEET, THENCE SOUTH 89D55'40" EAST1316.61 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF873187.99 SQUARE FEET 20.046 ACRES,

Containing approximately 30.00 Acres

EXHIBIT “B”

**GENERAL MAP OF LEGAL DESCRIPTION**

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