

Weber County Conditional Use Permit Application

Application submittals will be accepted by appointment only. (801) 399-8791. 2380 Washington Blvd. Suite 240, Ogden, UT 84401

Date Submitted / Completed <i>8-21-2012 / 5/1/2013</i>	Fees (Office Use) <i>\$255</i>	Receipt Number (Office Use) <i>980</i>	File Number (Office Use) <i>CUP2012-11</i>
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Property Owner Contact Information

Name of Property Owner(s) <i>FALCON CREST NOA</i>		Mailing Address of Property Owner(s) <i>FALCON CREST NOA.</i>	
Phone <i>801-557-5023</i>	Fax <i>801-523-1139</i>	<i>467 EAST 10695 SOUTH SANDY, UT. 84070</i>	
Email Address (required) <i>briande@msn.com</i>		Preferred Method of Written Correspondence <input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Authorized Representative Contact Information

Name of Person Authorized to Represent the Property Owner(s) <i>Brian Dehart</i>		Mailing Address of Authorized Person <i>FALCON CREST NOA.</i>	
Phone <i>801-557-5023</i>	Fax <i>801-523-1139</i>	<i>467 EAST 10695 SOUTH SANDY, UT. 84070</i>	
Email Address <i>briande@msn.com</i>		Preferred Method of Written Correspondence <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail	

Property Information

Project Name <i>FALCON CREST NOA "GATE"</i>	Total Acreage	Current Zoning
Approximate Address <i>8400 EAST 1800 SOUTH Huntsville, UT.</i>	Land Serial Number(s)	

Proposed Use
GATE TO ENTRY OF FALCON CREST ^{Subdivision} Subdivision

Project Narrative
SEE ATTACHED Document

Property Owner Affidavit

I (We), Brian Dehart, depose and say that I (we) am (are) the owner(s) of the property identified in this application and that the statements herein contained, the information provided in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge.

Brian Dehart President AOA
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 21 day of August, 2012.

(Notary)

Authorized Representative Affidavit

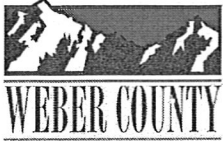
I (We), _____, the owner(s) of the real property described in the attached application, do authorized as my (our) representative(s), _____, to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the County considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Dated this _____ day of _____, 20 _____, personally appeared before me _____, the signer(s) of the Representative Authorization Affidavit who duly acknowledged to me that they executed the same.

(Notary)



WEBER COUNTY CMS RECEIPTING SYSTEM
OFFICIAL RECEIPT

*** REPRINT ***

Date: 21-AUG-2012

Receipt Nbr: 980

ID# 6081

Employee / Department: KARY SERRANO - 4181 - PLANNING
Monies Received From: FALCON CREST HOMEOWNERS ASSOC.
Template: PUBLIC WORKS
Description: CONDITIONAL USE PERMIT FALCON CREST GATE

The following amount of money has been received and allocated to the various accounts listed below:

Total Currency	\$	_____	.00
Total Coin	\$	_____	.00
Total Debit/Credit Card	\$	_____	.00
Pre-deposit	\$	_____	.00
Total Checks	\$	_____	255.00
Grand Total	\$	=====	255.00

Account Number	Account Name	Comments	Total
2012-01-4181-3419-0550-000	ZONING FEES		255.00
TOTAL \$			255.00

Check Amounts

255.00

Total Checks: 1

Total Check Amounts: \$ 255.00

*** SAVE THIS RECEIPT FOR YOUR RECORDS ***

Project Narrative:

- Exhibit A is a photo of the present entry to the Falcon Crest subdivision.
- The new gate will be constructed approximately in the same location as the current monuments with a width of approx. 22 feet.
- The gate will stand between two stone walls both veering 10 feet from gate running north about 15 feet.
- A log snake fence will be added to the ends of the stone walls until they meet the road on either side of the gate for security.
- Aspen and fir trees and some shrubs will be placed around the gate structure for a finished look.
- Exhibit C is an actual gate located in Maple Ridge Subdivision Oakley, Utah which is similar in style to the proposed gate.
- Utilities will be run to the gate location for lighting, automation of the gate and security.
- Exhibit B is a sketch of approx. the look of the gate project.
- A Falcon Crest sign about 3'x4' will be located on the right side gate.
- Exhibit D is a survey plot of the location of the gate.
- Exhibit E is a reciprocal Easement agreement between K-J Four Investment and Falcon Crest for the west side of the gate location on K-J Four property.





Handwritten signature or initials in the top right corner of the illustration.



EXHIBIT 0 118121

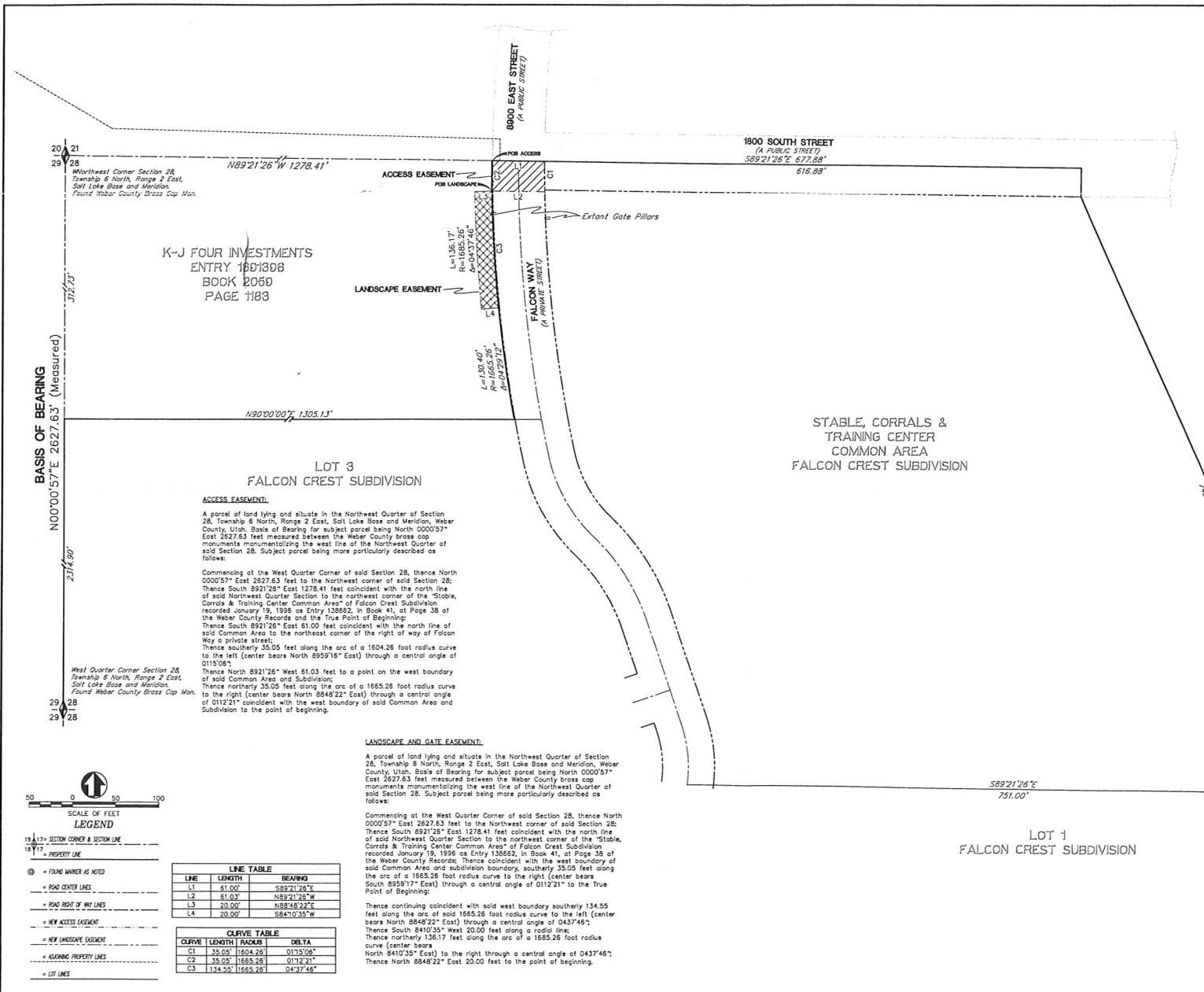


EXHIBIT E

This Instrument Prepared by, and
Upon Recordation, Return to:
Richard W. Jones, Esq.
4605 Harrison Blvd., Third Floor
Ogden, UT 84403

RECIPROCAL EASEMENT AGREEMENT

This Reciprocal Easement Agreement (“Agreement”) is made and entered into this _____ day of _____, 2012, by and between the Falcon Crest Homeowners Association, Inc. (“Falcon Crest”) and K-J Four Investments LTD (“K-J Four”), a Utah limited partnership.

RECITALS

- A. Falcon Crest is the owner of that certain real property situated in the County of Weber, State of Utah, more particularly described on Exhibit “A” (the “Falcon Crest Parcel”).
- B. K-J Four is the owner of that certain real property situated in the County of Weber, State of Utah, more particularly described on Exhibit “B” (the “K-J Four Parcel”).
- C. Falcon Crest and K-J Four and all present and future owners and occupants of the Falcon Crest Parcel and the K-J Parcel (collectively the “Parcels”) shall be and hereby are subject to the easements, covenants and restrictions hereinafter set forth in this Agreement. The Parcels shall be maintained, sold, pledged, mortgaged, conveyed, and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENT

- 1. **Definitions.** For purposes of this Agreement:
 - 1 The term “**Owner**” or “**Owners**” shall mean Falcon Crest (as to the Falcon Crest Parcel and property) and K-J Four (as to the K-J Four Parcel and property), and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but exclusive of the holder of any lien or encumbrance on such real property.

2 The term “**Parcel**” or “**Parcels**” shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described in Exhibit “A” (the Falcon Crest Parcel), and in Exhibit “B” (the K-J Four Parcel). Appendix “1”, “2” and “3” are maps and diagrams of the Owners’ Parcels and the easements granted herein, which Parcels and easements are referred to on the Appendixes as follows:

- (a) Falcon Crest Parcel (indicated by the letter “A”);
- (b) K-J Four Parcel (indicated by the letter “B”);
- (c) K-J Four Access Easement burdening the Falcon Crest Parcel (indicated by the letter “C”);
- (d) Falcon Crest Landscaping and Gate Structure Easement burdening the K-J Four Parcel (indicated by the letter “D”); and
- (e) Second parcel of K-J Four property (indicated by the letter “E”). The K-J Four Access Easement burdening the Falcon Crest Parcel (described in paragraph (c) above may also be used by this second parcel of K-J Four property as an access easement.

3 The term “**Exhibit**” shall be construed as references to Exhibits of this Agreement unless the context otherwise requires. Any references to “Exhibits” shall be deemed to be followed by the words “attached hereto and incorporated herein.”

2. **Falcon Crest Grant of Easement to K-J Four.** Falcon Crest hereby grants and conveys to K-J Four, and for the use of the owners of K-J Four and their successors and assigns, a perpetual, non-exclusive easement for ingress and egress on, over, along, through, and across only that portion of the Falcon Crest Parcel described in Exhibit “C” (the “K-J Four Access Easement”). K-J Four hereby accepts the grant and conveyance of the K-J Four Access Easement. The K-J Four Easement is solely for the purpose of providing for the passage of motor vehicles and pedestrians to the property owned by K-J Four as described in Exhibits “B” and “E”. The K-J Four Access Easement shall not be used for any commercial activities, except the construction, building, maintenance, delivery and repairs associated with any residential building or development of the K-J Four Property described in Exhibits “B” and “E”. The K-J Four Access Easement shall be solely for the use of members of K-J Four, its guests, invitees and successors in interest. Nothing contained in this Agreement shall be construed to grant to K-J Four, its guests or invitees, the right to park vehicles within the K-J Four Access Easement or to engage in any other activity except for ingress and egress to K-J Four’s Property. As additional consideration for Falcon Crest granting to K-J Four the K-J Four Access Easement, K-J Four agrees to construct and install landscaping and a gate similar in design and style to the gate constructed, installed and landscaped by Falcon Crest (as shown on Addendum “1”). The K-J Four gate and landscaping shall be installed no later than one year following the date Falcon Crest completes the construction of its gate structure, and shall be constructed at a location west of the K-J Four Access Easement as determined by K-J Four.

3. **Pipe and Culvert Under 20 Foot Entrance to K-J Four C-2 Property.** Falcon Crest and K-J Four hereby agree to each pay one-half of the engineering and construction costs (materials and labor) associated with the installation of a pipe and culvert to conduct the

water from the ditch running parallel to 8900 East (the "Ditch") under the 35.05 footlength of the K-J Four Access Easement (granted to K-J Four pursuant to paragraph 2 above) and continuing under a portion of the adjacent K-J Four property (indicated by the letter "E" on Appendixes "1" and "3"). This adjacent K-J Four property consists of a 24.96 foot access off of 8900 East and onto the real property described in Exhibit "E" and owned by K-J Four. It is anticipated that the pipe will be 17 inches in size, but the parties will defer to the recommendation of engineers regarding the size of the pipe. Falcon Crest and K-J Four further agree to each pay one-half of the costs and expenses associated with the "repair or replacement" of the pipe and culvert, as needed in the future. Falcon Crest agrees to pay to "maintain" the Ditch, pipe and culvert and to keep the Ditch, pipe and culvert free from debris in order to maintain a free-flow of water and to prevent the culvert from backing up and flooding.

4. **K-J Four Grant of Easement to Falcon Crest.** K-J Four hereby grants and conveys to Falcon Crest, for the use of the owners of lots within Falcon Crest and the individual members of Falcon Crest (as described in Exhibit "F"), and their successors and assigns, an easement, described in Exhibit "D", solely for the purpose of constructing and maintaining a gate structure and landscaping on that real property described in Exhibit "D" (the "Falcon Crest Gate Structure Easement"). Falcon Crest hereby accepts the grant and conveyance of the Falcon Crest Easement. It is contemplated that to fulfill the purpose of this Agreement and build a gate structure, it will be necessary for Falcon Crest to connect into utilities to provide power to the gate structure. Accordingly, K-J Four grants and conveys to Falcon Crest as part of its grant of the Falcon Crest Gate Structure Easement the right to bring a water line and an electric power line to the gate structure, and any other necessary underground accessories and appurtenances thereto, all at Falcon Crest's expense. Furthermore, Falcon Crest, at its sole expense, shall landscape, operate and maintain the gate structure and surrounding property within the Falcon Crest Easement for as long as the Easement exists. The real property described in Exhibit "B" is hereby burdened for the benefit of the property described in Exhibits "A" and the property owners thereof.
5. **Maintenance of Gate and Appurtenances.** Falcon Crest covenants to maintain the gate structure on the Falcon Crest Easement in an attractive, usable and working condition and to not permit the gate structure to exist or remain in a broken or non-functional condition (this covenant shall hereinafter be referred to as the "Maintenance Covenant"). If at any time K-J Four determines that Falcon Crest has breached its Maintenance Covenant, then K-J Four shall provide written notice to Falcon Crest setting forth in specific detail the manner in which Falcon Crest has breached the Maintenance Covenant and shall specify those reasonable actions that need to be taken by Falcon Crest to remedy the breach. Falcon Crest shall have 60 days to remedy the breach complained of by J-K Four and to bring the gate structure into compliance with the Maintenance Covenant. However, if K-J Four provides written notice to Falcon Crest of a breach of the Maintenance Covenant after October 1 during any calendar year, or if Falcon Crest notifies K-J Four within 60 days of receiving written notice that it is willing but not able to make the requested repairs due to weather or factors beyond the control of Falcon Crest (such as extreme cold or snowy conditions), then Falcon Crest shall have until June 15 of the following year to complete the repairs demanded by K-J Four. Should Falcon Crest fail to make the

repairs demanded within the 60 day time period referred to above, or by the June 15 deadline when applicable, then the Falcon Crest Easement shall be vacated and ownership shall revert back to K-J Four free of the Falcon Crest Easement. Additionally, The Falcon Crest Easement shall also be vacated and ownership revert back to K-J Four in the event Falcon Crest (a) ceases all use of the Easement for a period of one year, (b) removes the gate structure, (c) permits or allows the filing of any mechanic lien upon the property consisting of the Falcon Crest Easement and fails to have such lien removed within 30 days following written notice; (d) fails to pay its share of the costs required in paragraph 3, above, within 30 days of written notice from K-J Four; or (iv) abandons the Falcon Crest Easement in writing in accordance with Section 8.

6. **Maintenance.** Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain, or cause to be operated and maintained, at its expense, that portion of its property both within and immediately adjacent to the easement granted by it to the other Owner in good order, condition and repair so as not to interfere with or limit the easement granted to the other Owner. Falcon Crest shall maintain at its sole cost and expense the gate structure and any appurtenant landscaping, utilities, and irrigation system in a good and usable condition at all times. Falcon Crest shall maintain at its sole cost and expense the K-J Four Easement, including without limitation, maintenance and repair of asphalt, paving, seal coating, grading, gravelling, and snow removal. Any portion of the Falcon Crest Easement on K-J Four's land not being used or maintained by Falcon Crest in connection with the gate structure may be used and maintained by K-J Four, at its sole option. The improvements located on and appurtenant to each easement granted herein may not be moved or relocated without the prior written consent of the other Party, which shall not be unreasonably withheld so long as the modifications and relocations do not substantially, negatively and unreasonably affect the other Owner's access to or use of its property or easement.
7. **Insurance.** Each Party shall obtain a comprehensive public liability insurance policy insuring against liability for personal injury, death and property damage; and insuring the other party against risk and liability arising from its use and maintenance of the easement granted to it herein and any improvements included thereon. The insurance shall specify a single occurrence policy limit of at least one million dollars (\$1,000,000.00). The insurance required by this paragraph must also name the other Party as an additional insured and include a waiver of subrogation rights. All policies shall require thirty (30) days' notice by certified or registered mail to the additional insured of any cancellation or change affecting any interest of the additional insured.
8. **Indemnification.** Each party agrees to indemnify and defend the other party, together with its agents, representatives, owners, members, managers, partners, heirs, successors and assigns (collectively the "Indemnitees", against any and all claims, actions, or demands, costs, expenses, including attorney fees and consultant fees, arising out of or in any way connected to any activities of that party, its agents, representatives, owners, members, managers, partners, heirs, successors, assigns or invitees arising out of its use of the respective easements, excluding therefrom claims resulting from gross negligence or willful misconduct of the Indemnitees.

9. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights or easement in or to the general public or as dedicating for public use any portion of the Falcon Crest Parcel or the K-J Four Parcel. No easements, except those expressly set forth herein shall be granted pursuant to this Agreement.
10. **Term.** The easements, covenants, conditions and restrictions contained in this Agreement shall be effective only upon recordation of this Agreement with the Weber County Recorder, and shall remain in full force and effect thereafter in perpetuity, except as otherwise expressly provided in this Agreement, and unless this Agreement is modified, amended, canceled or terminated by the written consent of K-J Four and the Falcon Crest board of directors after first receiving the approval of not less than sixty-seven percent (67%) of the record Owners of the Falcon Crest Parcel.
11. **Attorney Fees.** In the event an Owner institutes any legal action or proceeding for the interpretation or enforcement of any right, title, interest or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorney fees incurred in the preparation and prosecution or defense of such action or proceeding.
12. **No Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Falcon Crest or K-J Four.
13. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights, interests and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
14. **Grantee's Acceptance.** The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.
15. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
16. **Miscellaneous.** The section and other headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the

construction of any of the provisions of this Agreement. The recital paragraphs set forth above are expressly incorporated in and form a part of this Agreement by this reference. This Agreement represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party. Each party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Agreement. Any terms defined in this Agreement in the singular shall have a comparable meaning when used in the plural, and vice versa.

17. **Notice.** Any notice or demand to be given pursuant to the terms of this Agreement shall be in writing and personally served or sent by certified mail to the respective party at the following address:

Falcon Crest:
c/o Lone Peak Realty
463 W. 4800 South
Murray, UT 84123

K-J Four:
Kent Beckstrom
1346 North HWY 89
Kaysville, UT 84037

Either party can change its address for notices upon written notice to the other party giving its new address.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Falcon Crest Homeowners Association, Inc.

K-J Four Investments LTD

By: _____
Its: President

By: _____
Its: General Partner

STATE OF UTAH)
 ss:
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before this _____ day of _____, 2012 by Brian Dehart, president the Falcon Crest Homeowners Association, Inc.

Notary _____

STATE OF UTAH)
 ss:
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before this _____ day of _____, 2012 by _____, general partner of K-J Four Investment LTD.

Notary

EXHIBIT "A"

LEGAL DESCRIPTION OF THE FALCON CREST PARCEL

EXHIBIT "B"

LEGAL DESCRIPTION OF THE K-J FOUR PARCEL

PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 28, AND RUNNING THENCE SOUTH 89D21'26" EAST ALONG THE NORTH LINE OF SAID SECTION 1278.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1665.26 FEET; A DISTANCE OF 300.01 FEET (LONG CHORD BEARS SOUTH 05D08'57" EAST 299.60 FEET); THENCE WEST 1305.13 FEET TO THE WEST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 00D00'57" EAST 312.73 FEET TO THE POINT OF BEGINNING[THIS DESCRIPTION SHOULD BE EXPANDED TO INCLUDE BOTH OF THE K-J FOUR (BECKSTROM) PARCELS—MAY BEST BE ACCOMPLISHED AS A C-1 AND C-2 SO THAT THE REFERENCE TO THE BURDENED PARCEL IN PARA 3 ONLY REFERS TO THE PARCEL ACTUALLY BURDENED]

EXHIBIT "C"

LEGAL DESCRIPTION OF THE ACCESS EASEMENT BURDENING THE FALCON CREST PARCEL

A parcel of land lying and situate in the Northwest Quarter of Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Weber County, Utah. Basis of Bearing for subject parcel being North 0000'57" East 2627.63 feet measured between the Weber County brass cap monuments monumentalizing the west line of the Northwest Quarter of said Section 28. Subject parcel being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 28, thence North 0000'57" East 2627.63 feet to the Northwest corner of said Section 28; Thence South 8921'26" East 1278.41 feet coincident with the north line of said Northwest Quarter Section to the northwest corner of the "Stable, Corrals & Training Center Common Area" of Falcon Crest Subdivision recorded January 19, 1996 as Entry 138662, in Book 41, at Page 38 of the Weber County Records and the True Point of Beginning:

Thence South 8921'26" East 61.00 feet coincident with the north line of said Common Area to the northeast corner of the right of way of Falcon Way a private street;

Thence southerly 35.05 feet along the arc of a 1604.26 foot radius curve to the left (center bears North 8959'16" East) through a central angle of 0115'06",

Thence North 8921'26" West 61.03 feet to a point on the west boundary of said Common Area and Subdivision;

Thence northerly 35.05 feet along the arc of a 1665.26 foot radius curve to the right (center bears North 8848'22" East) through a central angle of 0112'21" coincident with the west boundary of said Common Area and Subdivision to the point of beginning.

EXHIBIT "D"

LEGAL DESCRIPTION OF THE LANDSCAPE AND GATE EASEMENT BURDENING THE K-J FOUR PARCEL

A parcel of land lying and situate in the Northwest Quarter of Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Weber County, Utah. Basis of Bearing for subject parcel being North 0000'57" East 2627.63 feet measured between the Weber County brass cap monuments monumentalizing the west line of the Northwest Quarter of said Section 28. Subject parcel being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 28, thence North 0000'57" East 2627.63 feet to the Northwest corner of said Section 28; Thence South 8921'26" East 1278.41 feet coincident with the north line of said Northwest Quarter Section to the northwest corner of the "Stable, Corrals & Training Center Common Area" of Falcon Crest Subdivision recorded January 19, 1996 as Entry 138662, in Book 41, at Page 38 of the Weber County Records; Thence coincident with the west boundary of said Common Area and subdivision boundary, southerly 35.05 feet along the arc of a 1665.26 foot radius curve to the right (center bears South 8959'17" East) through a central angle of 0112'21" to the True Point of Beginning:

Thence continuing coincident with said west boundary southerly 134.55 feet along the arc of said 1665.26 foot radius curve to the left (center bears North 8848'22" East) through a central angle of 0437'46", Thence South 8410'35" West 20.00 feet along a radial line; Thence northerly 136.17 feet along the arc of a 1685.26 foot radius curve (center bears North 8410'35" East) to the right through a central angle of 0437'46", Thence North 8848'22" East 20.00 feet to the point of beginning.

Including the right to bring utilities on, across and to the subject property as needed.

EXHIBIT "E"

LEGAL DESCRIPTION OF THE K-J FOUR PARCEL # 2

EXHIBIT “F”

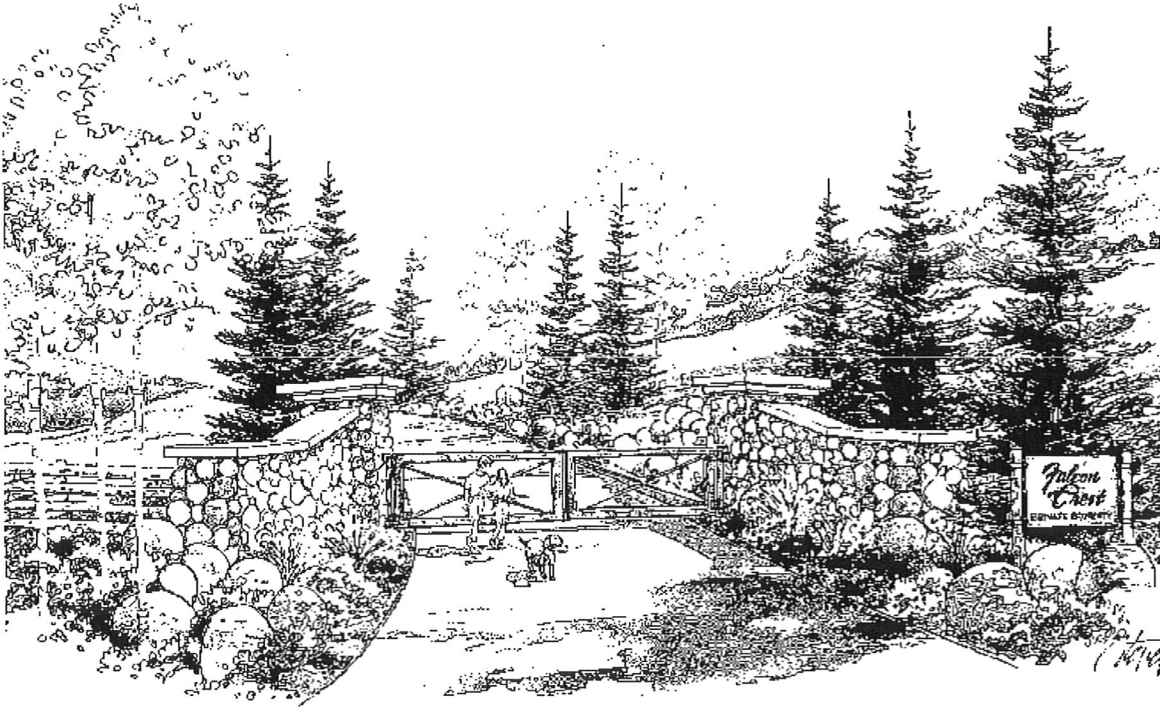
Legal Description of Falcon Crest Lots

ALL OF LOTS 1 THROUGH 12, FALCON CREST SUBDIVISION, WEBER COUNTY, UTAH; AND INCLUDING THE ASSOCIATION’S COMMON AREA

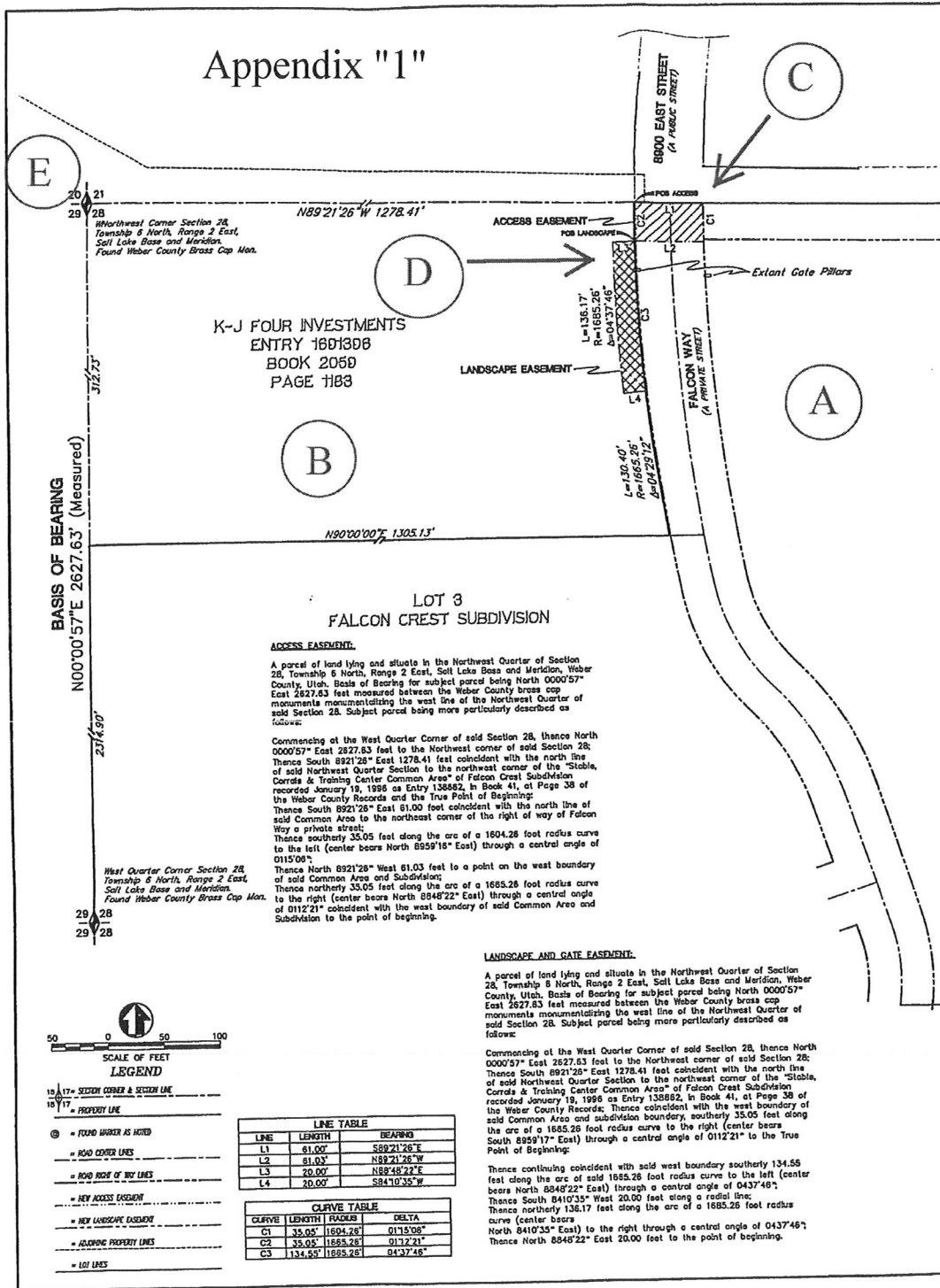
[21-071-0001 -0004; 21-072-0001 -0005; 21-073-0001 -0004]

ADDENDUM "1"

DRAWING OF GATE STRUCTURE



Appendix "1"



Northwest Corner Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Found Weber County Brass Cap Mon.

K-J FOUR INVESTMENTS
ENTRY 1601308
BOOK 2059
PAGE 1183

LOT 3
FALCON CREST SUBDIVISION

ACCESS EASEMENT:

A parcel of land lying and situate in the Northwest Quarter of Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Weber County, Utah. Basis of Bearing for subject parcel being North 00°00'57" East 2627.63 feet measured between the Weber County brass cap monuments monumentizing the west line of the Northwest Quarter of said Section 28. Subject parcel being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 28, thence North 00°00'57" East 2627.63 feet to the Northwest corner of said Section 28; Thence South 89°21'26" East 1278.41 feet coincident with the north line of said Northwest Quarter Section to the northwest corner of the "Stable, Corral & Training Center Common Area" of Falcon Crest Subdivision recorded January 19, 1998 as Entry 138882, in Book 41, at Page 38 of the Weber County Records and the True Point of Beginning; Thence South 89°21'26" East 61.00 feet coincident with the north line of said Common Area to the northeast corner of the right of way of Falcon Way a private street;

Thence southerly 35.05 feet along the arc of a 1604.28 foot radius curve to the left (center bears North 89°59'16" East) through a central angle of 01°15'00"; Thence North 89°21'26" West 61.03 feet to a point on the west boundary of said Common Area and Subdivision; Thence northerly 35.05 feet along the arc of a 1655.26 foot radius curve to the right (center bears North 88°48'22" East) through a central angle of 01°12'21" coincident with the west boundary of said Common Area and Subdivision to the point of beginning.

LANDSCAPE AND GATE EASEMENT:

A parcel of land lying and situate in the Northwest Quarter of Section 28, Township 6 North, Range 2 East, Salt Lake Base and Meridian, Weber County, Utah. Basis of Bearing for subject parcel being North 00°00'57" East 2627.63 feet measured between the Weber County brass cap monuments monumentizing the west line of the Northwest Quarter of said Section 28. Subject parcel being more particularly described as follows:

Commencing at the West Quarter Corner of said Section 28, thence North 00°00'57" East 2627.63 feet to the Northwest corner of said Section 28; Thence South 89°21'26" East 1278.41 feet coincident with the north line of said Northwest Quarter Section to the northwest corner of the "Stable, Corral & Training Center Common Area" of Falcon Crest Subdivision recorded January 19, 1998 as Entry 138882, in Book 41, at Page 38 of the Weber County Records; Thence coincident with the west boundary of said Common Area and subdivision boundary, southerly 35.05 feet along the arc of a 1655.26 foot radius curve to the right (center bears South 89°59'17" East) through a central angle of 01°12'21" to the True Point of Beginning;

Thence continuing coincident with said west boundary southerly 134.55 feet along the arc of said 1655.26 foot radius curve to the left (center bears North 88°48'22" East) through a central angle of 04°37'46"; Thence South 84°10'35" West 20.00 feet along a radial line; Thence northerly 138.17 feet along the arc of a 1685.26 foot radius curve (center bears North 84°10'35" East) to the right through a central angle of 04°37'46"; Thence North 88°48'22" East 20.00 feet to the point of beginning.



- LEGEND**
- 15/17 SECTION CORNER & SECTION LINE
 - 16/17 PROPERTY LINE
 - FOUND MARKER AS NOTED
 - ROAD CENTER LINES
 - ROAD ROOF OF WY LINES
 - NEW ACCESS EASEMENT
 - NEW LANDSCAPE EASEMENT
 - ADJOINING PROPERTY LINES
 - LOT LINES

LINE	LENGTH	BEARING
L1	61.00'	S89°21'26"E
L2	61.03'	N89°21'26"W
L3	20.00'	S84°10'35"W
L4	20.00'	S84°10'35"W

CURVE	LENGTH	RADIUS	DELTA
C1	35.05'	1604.28'	01°15'00"
C2	35.05'	1655.26'	01°12'21"
C3	134.55'	1685.26'	04°37'46"

Appendix "2"

SECTION 28, T.6N., R.2E., S.L.B. & M.
IN WEBER COUNTY
SCALE 1" = 400'

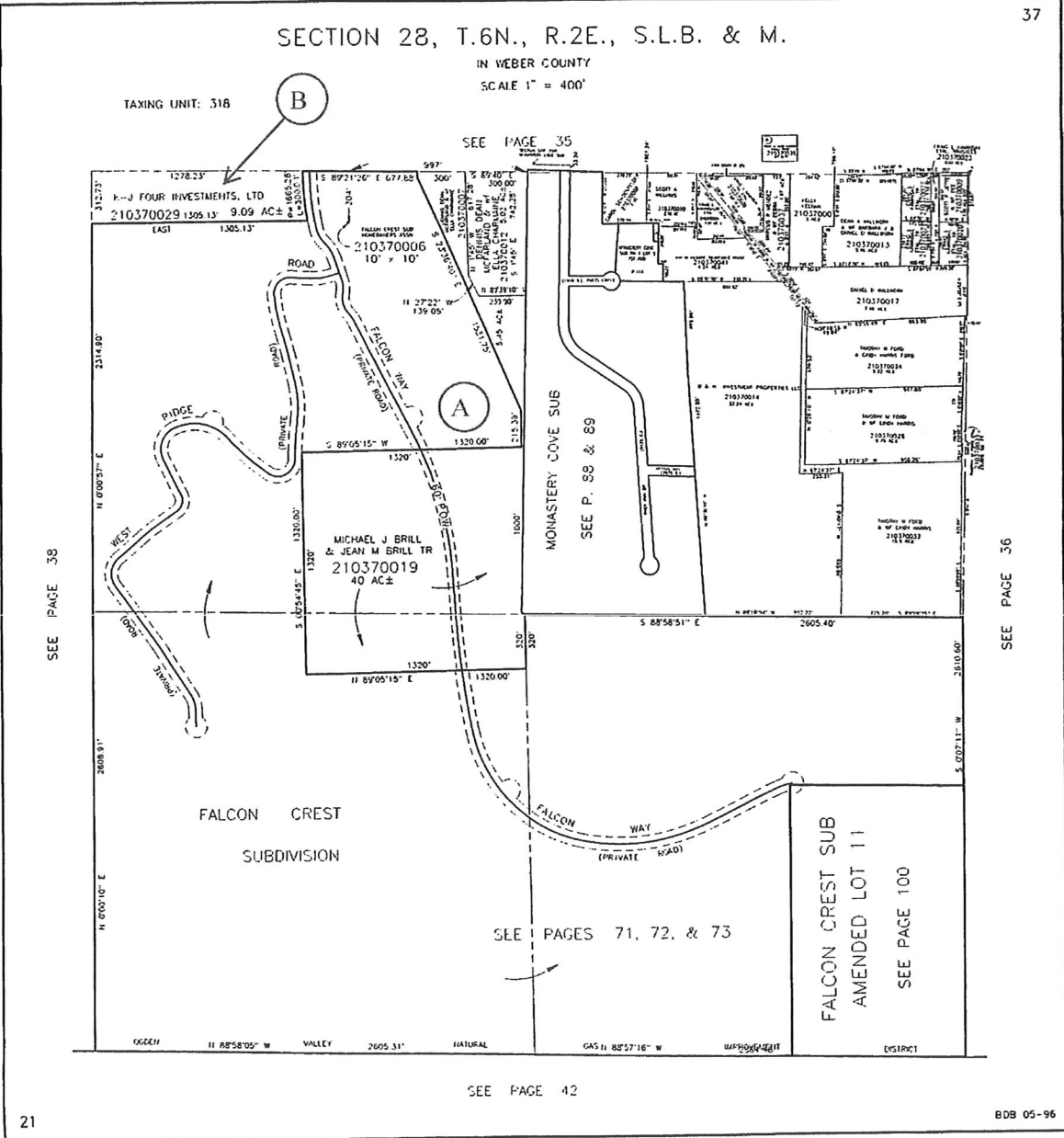
37

TAXING UNIT: 318

(B)

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SEE PAGES 71, 72, & 73

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FALCON CREST SUB
AMENDED LOT 11
SEE PAGE 100

Appendix "3"

