

**ANNEXATION AGREEMENT FOR PROPERTY LOCATED AT HUNTSVILLE TOWN,
WEBER COUNTY, UTAH**

This Annexation Agreement (“Agreement”) is made and entered into as of the date set forth on the signature page, by and between CW Land Co., LLC, a Utah limited liability company (“Developer”) and Huntsville Town, a municipality and political subdivision of the State of Utah (“Town”). Developer and Town may be referred to herein individually as a “Party” or collectively, as the “Parties”.

RECITALS

- A. The Developer is the fee title owner of approximately 73 acres of land located East of Highway 39 from 100 South to 500 South, Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040 (the “Property”). A Map identifying the Property is attached hereto as **Exhibit “A”** and incorporated by this reference;
- B. The Developer duly filed an Annexation Petition (“Petition”) to the Town for consideration by the Town Council, and the Town Council accepted said Petition which was subsequently certified by the Town Clerk;
- C. The Petition is consistent with the Town’s Annexation Policy Plan;
- D. The Developer and Town desire to enter this Agreement to govern aspects of the annexation in order to benefit the health, safety, and welfare of the overall community and the area being annexed;
- E. The area to be annexed and developed is set forth in the Concept Plan is attached hereto as **Exhibit “B”** and incorporated by this reference.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Developer and Town hereby agree as follows:

- 1. **Definitions.** In this Agreement, the following terms shall have the following meaning and except where context requires otherwise, the singular of a term includes the plural and vice versa. Other terms may be defined elsewhere in this Agreement.
 - 1.1. “A-3 Zone” means Sections 15.10.1 through 15.10.7 of the Town Land Use Regulations.
 - 1.2. “Concept Plan” means the concept plan for the Development attached hereto as **Exhibit “B.”**
 - 1.3. “Developer” means CW Land Co., LLC, a Utah limited liability company, with a principal mailing address of: 1222 West Legacy Crossing Boulevard, Suite 6, Centerville, Utah 84014.
 - 1.4. “Development” means the Concept Plan and other plans for the Property to form a cohesive residential development in the overall community. The Development is commonly referred to as “The Sage” by Developer.

1.5. “Property” means those certain parcels of land consisting of approximately 73 cumulative acres identified as Parcel Nos. 24-019-0001, 24-019-0023, 24-019-0012, 24-019-0013, 21-026-0041, 24-019-0011, and 21-026-0040.

1.6. “Town” means Huntsville Town, a body corporate and politic of the State of Utah, with a principal office located at 7309 East 200 South, PO Box 267, Huntsville, Utah 84317.

1.7. “Town General Plan” means that certain *General Plan for Huntsville Town, Utah* dated December 17, 2020.

2. **Conditions Precedent**

2.1. Town Council Approval Required. This Agreement shall be approved in conjunction with the Town Council adopting an Ordinance approving the annexation of the Property, and any other properties that may be involved in the annexation.

2.2. Restrictions of Use. Developer and Town agree to restrict the uses of the Development as provided in this Agreement as applied by the land use and subdivision regulations adopted by the Town governing the Development, and to provide such additional amenities as are set forth in this Agreement, the municipal code, and submitted documents in connection with the complete land use applications.

3. **Preliminary Provision**

3.1. Property Affected by this Agreement. The legal description of the Property, to which this Agreement applies, is attached as **Exhibit “A.”** The annexation of other properties and parcels as part of any annexation Ordinance approving this Agreement does not limit or impact this Agreement whatsoever nor other parcels or properties annexed in conjunction with the Property.

3.2. Amendment of this Agreement. This Agreement may only be modified, amended, or terminated by the Parties by mutual written consent, which consent requires the approval of the Town Council.

3.3. Development Rights. Upon execution of this Agreement by the Parties, and unless otherwise provided for in this Agreement, the Developer shall be entitled to construct a maximum of twenty-one (21) residential dwelling units within the Development, of which, four (4) dwelling units may be situated on flag lots, as further set forth herein (the “Maximum Lot Count”). The Development of those four (4) units shall comply with all other codes in effect at the time of the land use applications are duly filed and complete, unless otherwise approved herein or in a subsequent subdivision development agreement pertaining to the Development.

4. **Town’s Undertakings**

4.1. Initial Zoning and Platting. Subject to the satisfaction of the conditions set forth in Article 2, Town shall make diligent good faith efforts to process the approvals for the Development in accordance with Utah law:

4.2. Density. The overall density for the Development shall not exceed twenty-one (21) residential dwelling units. However, Developer may be further limited from developing the maximum lots set forth in this Paragraph by wetlands, topography, or other limiting factors unrelated to this Agreement.

4.3. Lot Frontage; Front, Side, and Rear Setback. The minimum requirements for lot frontage and front, side, and rear setbacks shall be shown on the approved final plat for the Development consistent with the land use regulations, which final plat may depict up to but not to exceed four (4) flag lots within the Development. Any flag lots require separate approval from Fire Marshall of the Weber Fire District, which separate approvals shall occur concurrently with the final plat review by the Town.

4.4. Street Design. The following shall apply within the Development: (i) streets shall include twenty-six feet (26') of asphalt, without curb and gutter or sidewalk; and (ii) include drainage swales based upon approved low impact road standards with an overall right-of-way of sixty-six feet (66').

4.5. Special Considerations. The Development is to provide for the following special considerations:

4.5.1. A maximum of four (4) flag lots as preliminarily depicted on the Concept Plan attached hereto;

4.5.2. All lots within the Development shall be a minimum three (3) acres;

4.5.3. Approximately twenty-five percent (25%) of the Development is comprised of Wetlands subject to a Conservation Easement to be dedicated to the Development's homeowners association, Town and / or its designee;

4.5.4. The Developer agrees to preserve the maximum amount of wetland acreage possible as set forth in a wetland delineation to be completed and provided to the Town and as may otherwise be directed by the U.S. Army Corps of Engineers approval of this Development;

4.5.5. The Development is planned to impact the least amount of wetland acreage possible;

4.5.6. The Developer has received an Aquatic Resource Delineation Report;

4.5.7. The Developer has worked closely with the Town to obtain its approval of the wetlands mitigation and Concept Plan based on the unique characteristics of the Development; and

4.5.8. The Developer agrees to implement a mutually agreed upon Conservation Easement to preserve the maximum amount of wetland acreage and other open space that may be included.

4.6. Land Use Applications. The Developer agrees that it shall submit timely, complete applications with sufficient time that the Town can properly notice the hearings and meetings that are necessary with each application. The failure of the Town's good faith efforts to meet this schedule or to render approvals for these land use applications shall result in either party having the right to terminate this Agreement on written notice of such termination to the other party. Such written notice shall clearly be entitled a "Termination Notice." In the case of such termination, the Development shall remain in the Town (if it has been annexed). The termination of this Agreement shall be the Developer's sole remedy, in such an event.

4.7. Utility Services. The Town agrees that in areas where municipal services are not presently extended, such services will be extended on an as-needed basis by, and at the cost of the

Developer. All such extensions shall comply with the municipal code. Additionally, upon annexation and payment of all applicable fees and costs, the Development shall receive the following services from the Town: (i) culinary water; (ii) police protection; (iii) planning and zoning, including enforcement; (iv) curb side garbage collection; and (v) other services provided by the Town. Upon annexation the Developer shall pay to the Town the amount of \$20,000, per lot up to the Maximum Lot Count, for the connection to the Town's culinary water service. In the event the lot count in the approved final subdivision plat is less than the Maximum Lot Count, the Town shall refund the Developer, within five (5) business days of final subdivision plat approval, for any lot under the Maximum Lot Count and not included in the final subdivision plat. The Parties expressly acknowledge and agree that in no event shall Developer be obligated to pay more than \$20,000 per lot to connect to the Town's culinary water service and the Town shall not withhold reviewing and issuing building permits or providing culinary water service if the foregoing connection fee is ever increased.

5. **Developer's Undertakings.** Conditioned upon the Town's performance of its undertakings set forth in Article 4, and provided Developer has not terminated this Agreement pursuant to Section 7.1, Developer agrees to the following:

5.1. **General Plan and General Plan Map Amendment.** Apply for and support the change in designation on the Town General Plan Map for the Development to be designated as the A-3 Zone, along with general plan amendments supporting such zone.

5.2. **Initial Zoning** The Development is annexed and designated as A-3 Zone.

5.3. **Declaration of Covenants, Conditions, and Restrictions.** Developer shall, prior to recordation of the final approved plat, form a homeowners' association and incorporate one set of residential suitable codes, covenants and restrictions, and reservation of easements for the Development (the "Declaration"). The Declaration shall include, among other provisions, maintenance responsibilities for the right-of-way (discussed below) and common area amenities.

5.4. **Right-of-Way.** The sixty-six foot (66') right-of-way located with the development, and graphically depicted on the Concept Plan, shall be constructed and comply with all Town standards and specifications. Additionally, the Development's homeowners' association shall be responsible for the maintenance, repair, and general upkeep of the right-of-way including, without limitation, snow removal and gates at the ingress / egress points of the right-of-way (collectively, the "Gates"). The Parties acknowledge that Developer shall have the right to install and maintain the Gates; provided, however, Developer shall cause the sidewalk / trail to remain open and accessible to the general public for pedestrian access and connectivity through the Development. In the event the homeowners' association fails to maintain the right-of-way to Town standards, the Town may provide written notice of such failure and a reasonable cure period to remedy the identified deficiencies. If the homeowners' association has failed to remedy the identified deficiencies to Town standards, then, upon expiration of the applicable cure period, the Town may create a special service district (as defined in Utah Code Ann. §17D-1-102(11)) to fund maintenance of the right-of-way.

5.5. **Secondary Water.** As a condition to annexation, Developer will ensure that the Development is accompanied by sufficient water rights and water sources, which rights and sources may be addressed in the subdivision development agreement.

5.6. **Financial Guarantees.** As a condition to annexation, and when applicable, Developer agrees to furnish and file with the Town a escrow agreement for the Development in the amount equal to the Town Engineer's Cost Estimate.

5.7. Proposed Concept Plan. The Development shall be substantially similar to the proposed Concept Plan. It is recognized that minor adjustments to the Concept Plan may be necessary during subdivision approval, accommodating changes in infrastructure, engineering, or adjustments to enhance utility and connectivity. Approval of this Agreement shall not be interpreted to entitle Developer to a specific approval by the Town of a layout for purposes of the subdivision approval and other code requirements governing the Development.

5.8. Compliance with Law. The Parties agree to be bound by all Town and State rules, regulations, and codes.

5.9. No Pre-Approval. The enumerations in this Agreement are not to be construed as approvals thereof except as specifically provided herein, as any required land use approval process must be pursued independent hereof.

5.10. Conflicts. Any conflict between the provisions of this Agreement and the Town code shall be resolved in favor of this Agreement.

6. General Requirements and Rights of the Town

6.1. Issuance of Permits. Developer, or its assignee, shall have the sole responsibility for obtaining all necessary building permits in connection with Developer's undertakings and shall make application for such permits directly to the Town and agencies having authority to issue such permits in connection with the performance of Developer's undertakings. Town shall not unreasonably withhold or delay the issuance of its permits. Developer understands and acknowledges that other permits, including but not limited to septic tank permits, and other code requirements require approval of a governmental agency separate and apart from the Town; provided, however, Sunrise Engineering, the Town's contracted third-party engineering firm, shall review all building permits concurrently with such separate reviews and approvals to avoid delays to Developer.

6.2. Completion. The Developer shall, in good faith, reasonably pursue completion of the Development. Each portion of the Development must independently meet the requirements of this Agreement and the municipal code, such that it will stand alone if no further work takes place within the Development.

6.3. Access to the Development. For purposes of assuring compliance with this Agreement, so long as they comply with all safety rules of Developer and its contractor, representatives of the Town shall have the right of access to the Development without charges or fees during the period of performance of Developer's undertakings. Town shall indemnify, defend, and hold Developer harmless from and against all liability, loss, damage, costs, or expenses (including attorneys' fees and court costs) arising from or as a result of the death of a person or any accident, injury, loss, or damage caused to any person, property, or improvements on the Development arising from the negligence or omissions of the Town, or its agents or employees, in connection with Town's exercises of its right granted in this Section 6.3.

7. Remedies

7.1. Remedies for Breach. Unless otherwise provided in this Agreement, in the event of any default or breach of this Agreement or any of its terms or conditions, the defaulting Party or any permitted successor to such Party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and in any event cure or remedy the breach within thirty (30) days after receipt of such notice. In the event that such default or breach cannot reasonably be cured within said

timeframe, the Party receiving such notice shall, within such timeframe, take reasonable steps to commence the cure or remedy of such default or breach, and shall continue diligently thereafter to cure or remedy such default or breach in a timely manner. In case such action is not taken or diligently pursued, the aggrieved Party may institute such proceedings as may be necessary or desirable in its option to:

7.1.1. Cure or remedy such default or breach, such as proceedings for injunctive relieve, to compel specific performance by the defaulting Party, or declare a material breach by the Party; provided, however, such relief shall exclude the aware or recovery of any damages by either Party.

7.2. Attorneys' Fees. Each Party agrees that should it default in any of the covenants or agreements contained herein, the defaulting Party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

8. General Provisions

8.1. Reserved Legislative Powers. The Developer acknowledges that the Town is restricted in its authority to limit its police powers by contract and the limitations, reservations, and exceptions set forth herein are intended to reserve to the Town all of its police power that cannot be so limited. Notwithstanding the retained power of the Town to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Developer under the terms of this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah as set forth in Utah Code Ann. §10-9a-509. Any proposed change affecting the vested rights of the Development shall be of general application to all development activity within the Town; and unless in good faith the Town declares an emergency, the Developer shall be entitled to prior written notice and an opportunity to be heard with respect to any such proposed change and its applicability to the Development under the compelling, countervailing public interest exception to the vested rights doctrine.

8.2. No Joint Venture, Partnership, Third-Party Rights, or Agency. This Agreement does not create any joint venture, partnership, undertaking, or business arrangement between the Parties and does not create any rights or benefits to third-parties. No agent, employee or servant of the Developer or the Town is or shall be deemed to be an employee, agent, or servant of the other Party. None of the benefits provided by any Party or by the Developer to its employees, including but not limited to worker's compensation insurance, health insurance, and unemployment insurance are available to the employees, agents, contractors, or servants of the other Party. The Parties shall each be solely and entirely responsible for their respective acts and for the acts of their respective employees, agents, contractors, and servants throughout the term of this Agreement.

8.3. Agreement to Run with the Land. This Agreement shall be recorded against the Development and shall be deemed to run with the land and shall be binding on all successors and assigns of the Developer in the ownership and development of any portion of the Development.

8.4. Term. This Agreement shall expire upon the earliest of the following:

8.4.1. Recordation of the final plat of the Development;

8.4.2. Expiration of the preliminary plan due to lack of work or subsequent action, as may be provided in the Town code; or

8.4.3. Upon written agreement of the Parties.

8.5. Assignment. Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual, or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of the Town, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.

8.6. Integration. This Agreement contains the entire understanding with respect to the subject matter hereof and integrates all prior conversations, discussions, or understandings of whatever kind or nature.

8.7. Severability. If any part or provision of this Agreement shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

8.8. Notices. Any notices, requests, and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended, or if mailed, be by certified mail, return receipt requested, postage prepaid, to such Party at its address shown below. Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

To Developer: CW Land Co., LLC
Attn: The Sage Development Team
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014

To Town: Huntsville Town
Attn: Town Clerk
7309 E. 200 S.
Huntsville, UT 84317

8.9. Amendment. The Parties or their successors in interest may, by written agreement, choose to amend this Agreement at any time. The amendment of this Agreement shall require the prior approval of the Town Council.

8.10. General Terms and Conditions.

8.10.1. Non-liability of Town Officials or Employees. No officer, representative, agent, or employee of the Town shall be personally liable to the Developer or any successor in interest or assignee of the Developer, in the event of any default or breach by the Town or for any amount which may become due, the Developer, or its successors or assignee, for any obligation arising out of the terms of this Agreement.

8.10.2. Referendum or Challenge. Both Parties understand that any legislative action by the Town Council is subject to referendum or challenge by individuals or groups of citizens, including approve of development agreements. The Developer agrees that the Town shall not be found to be in breach of this Agreement if a referendum or challenge is successful, so long as the referendum or challenge relates to the Town Council's approval of this Agreement. In the case of a successful referendum, this Agreement shall be void at inception.

8.10.3. Ethical Standards. The Developer represents that it has not: (i) provided an illegal gift or payoff to any officer or employee of the Town, or former officer or employee of the Town, or to any relative or business entity of an officer or employee of the Town; (ii) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (iii) breached any of the ethical standards set forth in Utah Code Ann. § 10-3-1301 et seq. and 67-16-3 et seq.; or (iv) knowingly influenced, and hereby promises that it will not knowingly influence, any officer or employee of the Town or former officer or employee of the Town to breach any of the ethical standards set forth in the State of Utah or Town code.

8.10.4. No Officer or Employee Interest. It is understood and agreed that no officer or employee of the Town has or shall have any pecuniary interest, direct or indirect, in this Agreement or the proceeds resulting from the performance of this Agreement. No officer, manager, employee or member of the Developer, or any member of any such persons' families shall serve on any Town board or committee or hold any such position which either by rule, practice, or action nominates, recommends, or supervises the Developer's operations, or authorizes funding or payments to the Developer. This Section 8.10.4 does not apply to elected officials.

8.10.5. Governing Law and Venue. This Agreement and the performance hereunder shall be governed by the laws of the State of Utah. Any action taken to enforce the provisions of this Agreement shall have exclusive venue in the Second District Court of the State of Utah, Farmington Division.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their respective duly authorized representatives as of the ____ day of _____, 2021 (the “Effective Date”).

DEVELOPER

CW LAND CO., LLC,
a Utah limited liability company

By: _____

Name: Colin H. Wright

Title: Manager

STATE OF UTAH)

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COUNTY OF DAVIS)

On this ____ day of _____, 2021, personally appeared before me Colin H. Wright, the Manager of CW LAND CO., LLC, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of said company and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

(Notary Public)

(Seal)

TOWN

HUNTSVILLE TOWN

By: _____

Name: Jim Truett

Title: Mayor

Attest:

Approved as to Form:

By: _____

By: _____

Name: Beckki Endicott

Name: Bill Morris

Title: Town Recorder

Title: Town Attorney

STATE OF UTAH)

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COUNTY OF WEBER)

On this ____ day of _____, 2021, personally appeared before me Jim Truett, the Mayor and authorized signer of Huntsville Town, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Annexation Agreement on behalf of Huntsville Town, and who duly acknowledged to me that he / she executed the same for the purposes therein stated.

(Notary Public)

(Seal)

Exhibit A
(The Property)

PARCEL 1:

Part of the Northeast quarter of Section 18, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southeast corner of said quarter section and running thence North 44 rods; thence West 6 rods 6 feet; thence in a Southwesterly direction to a point 7 rods 3 feet West of the place of beginning; thence East 7 rods 3 feet to the place of beginning, being part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

ALSO:

Part of the Southeast quarter of Section 18, Township 6 North, Range 2 East Salt Lake Meridian, U.S. Survey: Beginning at the Northeast corner of said quarter section and running thence West 7 rods 3 feet; thence South 3 rods 15.5 feet; thence East 7 rods 3 feet; thence North 3 rods 15.5 feet to the place of beginning; being part of Lot 6, Block 2, Huntsville Survey, Weber County, Utah.

PARCEL 2:

All of Lot 1, Block 2, Plat B, Huntsville Survey, Weber County, Utah.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Beginning at the Southwest corner of said Lot 1; thence Easterly 70 feet, more or less, along the South boundary line of said Lot 1 to a point 60.0 feet perpendicularly distant Easterly from the center line of survey of said project; thence North $01^{\circ}18'28''$ West, 146 feet, more or less, to a point 60.0 feet North $87^{\circ}53'32''$ East, from Engineer's Station 118+00; thence North $02^{\circ}54'28''$ West, 1042 feet, more or less, to the North boundary line of said Lot 1; thence Westerly 6 feet, more or less, along said North boundary line to the Northwest corner of said Lot 1; thence Southerly 18.06 chains along the West boundary line of said Lot 1 to the point of beginning.

ALSO LESS AND EXCEPTING that portion deeded to the Utah Department of Transportation by Warranty Deed recorded February 12, 2003 as Entry No. 1912788 in Book 2317 at Page 2683 and described as follows: A parcel of land in fee for the spot improvements of an existing highway, State Route 39, known as Project No. 0039, being part of an entire tract of property, situate in Lot 1, Block 2, Plat B, Huntsville Survey, a subdivision in the East half of Section 18, Township 6 North, Range 2 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the intersection of the existing Easterly right-of-way line of said SR-39 (7800 East Street) and the North line of said Lot 1, which line is also the existing Southerly right-of-way line of SR-39 (100 South Street), said point of intersection being 56.77 feet radially distant Easterly from the center line of said project at Engineer Station 14+85.94, said point also being approximately 6 feet South $88^{\circ}59'29''$ East along said North line of Lot 1 from the Northwest corner of said Lot 1 and running thence South $88^{\circ}59'29''$ East 31.04 feet along said North line to a point 87.75 feet radially distant Easterly from said center line at Engineer Station 14+84.10; thence South $39^{\circ}48'05''$ West 45.70 feet to said existing Easterly right-of-way line of SR-39 at a point 57.04 feet radially distant Easterly from said center line at Engineer Station 14+50.14; thence North $02^{\circ}51'21''$ West 35.70 feet, more or less, along said existing Easterly right-of-way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

PARCEL 3:

Part of Lot 6, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning 105 feet West of the Northeast corner of Lot 6; thence South 791 feet; thence West to East line of perpetual State Road right of way; thence Northerly along East boundary of perpetual State Road right of way to intersection of North line of Lot 6; thence East to point of beginning.

PARCEL 4:

Part of the West half of the Northwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning 10.7 chains South from the Northwest corner of said Section 17 and running thence South $88^{\circ}45'$ East 8.69 chains; thence South $01^{\circ}54'$ East 10.31 chains; thence South $00^{\circ}16'$ West 8.01 chains; thence North $89^{\circ}55'$ West 8.54 chains; thence North 18.42 chains to the beginning.

PARCEL 5:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah: Beginning at a point 162 feet North of the Southeast corner of said Lot 7; thence North to the Northeast corner of said lot; thence West to the Northwest corner of said lot; thence South to the Southwest corner of said lot; thence East along the South line of said Lot 7 to a point 222 feet West and 162 feet South of the place of beginning; thence North 162 feet; thence East 222 feet to the place of beginning.

LESS AND EXCEPTING that portion to State of Utah for highway known as Project No. 0568 in Final Order of Condemnation recorded January 23, 1959 as Entry No. 307834 in Book 603 at Page 128 and described as follows:

Being part of an entire tract of property in Lot 7, Block 2, Plat B, Huntsville Survey, in Section 18, Township 6 North, Range 2 East, Salt Lake Meridian. Said part of an entire tract of property is a parcel of land bounded on the Westerly side by the West boundary line of said Lot 7 from the Southwest corner of said Lot 7 to a point 60.0 feet perpendicularly distant Westerly from the center line of survey of said project; thence by a line parallel to said center line, to the North boundary line of said Lot 7. Said parcel of land is bounded on the Easterly side by a line parallel to and 60.0 feet perpendicularly distant Easterly from said center line of survey. Said center line is described as follows:

Beginning at the intersection of the South boundary line of said Lot 7 and said center line of survey at Engineer's Station 103+24, which point is approximately 38 feet East along said South boundary line from the Southwest corner of said Lot 7; thence North $01^{\circ}18'28''$ West, 533 feet, more or less, to the intersection of said center line of survey at Engineer's Station 108+57 and the North boundary line of said Lot 7, which point is approximately 70 feet Easterly along said North boundary line from the Northwest corner of said Lot 7.

ALSO LESS AND EXCEPTING that part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah, lying West of the existing Utah State Highway right of way.

PARCEL 6:

Part of Lot 7, Block 2, Plat B, Huntsville Survey, Weber County, Utah; Beginning at the Southeast corner of said Lot 7 and running thence North 162 feet; thence North $88^{\circ}15'$ West 222 feet; thence South 162 feet; thence South $88^{\circ}15'$ East 222 feet to the place of beginning.

PARCEL 7:

Part of the Northwest quarter and part of the Southwest quarter of Section 17, Township 6 North, Range 2 East, Salt Lake Meridian, U.S. Survey: Beginning at the Southwest corner of said Northwest quarter of Section 17 and running thence North $00^{\circ}05'$ East 11 chains on the West line of said Section 17; thence North $89^{\circ}55'$ East 8.54 chains; thence South $01^{\circ}15'$ East 20.54 chains to the center of the street; thence North $88^{\circ}54'$ West 8.90 chains in the center of the street; thence North 9.41 chains to the place of beginning.

Exhibit B
(Concept Plan)

