

**TOWN OF LEEDS  
RESOLUTION 2026-09**

**A RESOLUTION APPROVING THE SETTLEMENT AND DISCONNECTION  
AGREEMENT WITH SILVER REEF INVESTMENT HOLDINGS, LLC**

**WHEREAS**, in February 2026, the Town Council of the Town of Leeds received a Petition for Disconnection from Silver Reef Investments, Holdings, LLC (“*SRIH*”), with a Joinder in Disconnection from Steve and Bonnie Matthews (the “*Matthews*”), to disconnect certain property under their ownership from the boundaries of the Town of Leeds; and

**WHEREAS**, on or about March 2, 2026, the Town Council received an additional request from Ray Crosby (“*Crosby*” and together with SRIH and the Matthews, the “*Petitioners*”) to join in the disconnection petition and disconnect certain property under their ownership from the boundaries of the Town of Leeds; and

**WHEREAS**, pursuant to Utah Code § 10-2-502.5, on March 25, 2026, the Town Council noticed and held a public hearing regarding the request for disconnection; and

**WHEREAS**, SRIH entered into discussions with the Town Council regarding a Settlement and Disconnection Agreement (the “*Agreement*”) between the Town of Leeds and SRIH; and

**WHEREAS**, the Town Council discussed the proposed disconnection thereafter in its regular council meetings in April and May 2026; and

**WHEREAS**, the Town desires to process and will recommend the Town Council approve SRIH’s Disconnection application to avoid potential litigation and subject to the terms and conditions of this Agreement; and

**WHEREAS**, SRIH intends to amend or vacate the currently recorded plat for the Silver Pointe Estates Subdivision, and agrees to preserve the portion of the plat for the unnamed road currently used by the Town for ingress and egress to the historic Catholic and Protestant Cemeteries (the “*Historic Cemeteries*”); and

**WHEREAS**, the SRIH intends to allow the Town to use that portion of the currently unnamed road adjacent to the Historic Cemeteries for ingress and egress to the future development of the Disconnection Property; and

**WHEREAS**, SRIH also desires to grant the Town a floating easement and to construct a portion of a road connecting the southern portion of the Disconnection Property to the Town of Leeds (the “*Southern Access Road*”), as set forth in the Agreement; and

**WHEREAS**, as additional consideration for this Agreement, SRIH has agreed to provide funding for the Town to purchase water shares or water rights with the Leeds Water Company or other water provider as a public benefit to the Town for use in the Town Park and on other Town property.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LEEDS, THAT IT AGREES TO ENTER INTO THE SETTLEMENT AND DISCONNECTION AGREEMENT ATTACHED HERETO AS EXHIBIT I.**

**PASSED AND APPROVED** this 10th day of June, 2026

<b>BY VOTE:</b>	<b>YEA</b>	<b>NAY</b>	<b>ABSENT</b>
<b>MAYOR WAYNE PETERSON</b>	_____	_____	_____
<b>COUNCILMEMBER JEFF ALLEN</b>	_____	_____	_____
<b>COUNCILMEMBER KOHL FURLEY</b>	_____	_____	_____
<b>COUNCILMEMBER CHRISTINE HARVEY</b>	_____	_____	_____
<b>COUNCILMAN AARON PRICE</b>	_____	_____	_____

TOWN OF LEEDS,  
WASHINGTON COUNTY, UTAH

\_\_\_\_\_  
Wayne Peterson, Mayor

ATTEST:

\_\_\_\_\_  
Cari Bishop  
Town Deputy Clerk

## **EXHIBIT I.**

## SETTLEMENT AND DISCONNECTION AGREEMENT

This Settlement and Disconnection Agreement (“Agreement”) is entered into as of June \_\_\_\_\_, 2026 (“Effective Date”), by and between the Town of Leeds, a Utah municipal corporation (“Town”), and Silver Reef Investment Holdings, LLC, a Utah limited liability company (“SRIH”). The Town and SRIH are each a Party and collectively the Parties.

### Recitals

**WHEREAS**, SRIH is the owner of certain real property situated within the municipal boundaries of the Town, in addition to other landowners who desire to disconnect from the Town of Leeds. The real property is more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (hereinafter the “Disconnection Property”).

**WHEREAS**, SRIH has requested that the Property be disconnected from the Town pursuant to Utah Code Ann. §10-2-501 *et seq.*

**WHEREAS**, the Town desires to process and will recommend the Town Council approve SRIH’s Disconnection application to avoid potential litigation and subject to the terms and conditions of this Agreement.

**WHEREAS**, SRIH intends to amend or vacate the currently recorded plat for the Silver Pointe Estates Subdivision, and agrees to preserve the portion of the plat for the unnamed road currently used by the Town for ingress and egress to the historic Catholic and Protestant Cemeteries (the “Historic Cemeteries”).

**WHEREAS**, the SRIH intends to allow the Town to use that portion of the currently unnamed road adjacent to the Historic Cemeteries for ingress and egress to the future development of the Disconnection Property.

**WHEREAS**, SRIH also desires to grant the Town a floating easement and to construct a portion of a road connecting the southern portion of the Disconnection Property to the Town of Leeds (the “Southern Access Road”), as set forth herein.

**WHEREAS**, as additional consideration for this Agreement, SRIH has agreed to provide funding for the Town to purchase water shares or water rights with the Leeds Water Company or other water provider as a public benefit to the Town for use in the Town Park and on other Town property.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

## **1. Disconnection**

- 1.1 **Ordinance.** The Town herein agrees to expeditiously vote on SRIH's application requesting to disconnect the Disconnection Property from the Town pursuant to Utah Code Ann. §10-2-501 *et seq.* and if the application to disconnect is approved, to create and adopt a disconnection ordinance, which is required to disconnect the Disconnection Property ("Disconnection Ordinance").
- 1.2 **Timing; Process.** After the Town has voted on SRIH's Disconnection Application, if approved, within fifteen (15) days of the Lieutenant Governor's Certification of the disconnection is recorded, SRIH will deliver to the Town: (a) the funds described under Section 4 and (b) the executed Easement Instrument under Section 3.3.

## **2. Cemetery Road Access**

- 2.1 **Access.** SRIH agrees to preserve the Town's access to the currently unnamed road used for ingress and egress to the Historic Cemeteries. This road is currently located within the Disconnection Property. SRIH agrees to preserve the Town's access to the Historic Cemeteries, including its right to reasonable ingress and egress thereto, in any new or amended plat approved by Washington County for the Disconnection Property.
- 2.2 **Maintenance.** The Town and SRIH agree that the unnamed road used to access the Historic Cemeteries is currently considered a private road and all maintenance required to be performed to provide vehicular access to the Historic Cemeteries will be performed by SRIH until such time as the road is dedicated to a governmental entity, community association, or is otherwise determined to be a public thoroughfare.

## **3. Southern Access Road.**

- 3.1 **Easement.** SRIH will grant to the Town a floating easement over the SRIH property for construction of a Southern Access Road which is intended to provide a secondary access to the Disconnection Property and access to other properties in the Town and in the County (the "Floating Easement"). The Easement will be considered a Floating Easement until the precise location of the Southern Access Road is determined. The Floating Easement shall be not more than fifty (50) feet wide exclusive of required slope and construction easements.
- 3.2 **Use; Maintenance.** Until the final legal description of the Southern Access Road is determined, the Town may not rely on the Floating Easement to access the Disconnection Property without the prior written consent of SRIH, which consent cannot be unreasonably held. Any approved use of the Floating Easement to access the Disconnection Property shall not

unreasonably interfere with SRIH's operations or construction. Notwithstanding the foregoing, the Town shall retain the right to reasonable access to the Historic Cemeteries and SRIH shall not inhibit the Town's ability to ingress and egress thereto in any way. In the event that SRIH's construction activities impede on the Town's ability to access the Historic Cemeteries, SRIH will provide the Town with a reasonable alternative access until such construction activities are completed.

- 3.3 Easement Instrument. Within 15 business days after the Disconnection Ordinance is approved, SRIH shall execute and deliver to the Town an easement deed in recordable form consistent with this Section 3 for the Floating Easement (the "Easement Instrument"). The Town shall promptly execute any acknowledgments required for acceptance. The Parties shall cooperate in the recordation of the Easement Instrument in the real property records of Washington County, Utah.
- 3.4 Alignment. The final alignment of the Southern Access Road through the Disconnection Property will be determined by SRIH and Washington County during the first preliminary site plan approval process for any portion of the Disconnection Property. SRIH will use commercially reasonable efforts to align the Southern Access Road with the adjacent landowner's access road easement identified as Document Number 20210014953 and called "Roadway and Slope Easements" in the real property records of Washington County, Utah. *See Exhibit "B"* attached. SRIH shall cause a survey and legal description to be prepared, and the Parties shall execute and record an amendment to the Easement Instrument attaching the final legal description of the Southern Access Road when the final location of the Southern Access Road is determined and approved by all applicable governmental and regulatory agencies during the approval process described above (the "Access Easement").
- 3.5 Construction Triggering Event. SRIH agrees to immediately commence and complete the construction of the Southern Access Road on the Disconnection Property, at its own cost, when required by the Fire Marshall or Washington County during SRIH's development process, after receiving all applicable approvals from Washington County to commence construction (the "Triggering Event"). The width and final design of the Southern Access Road will be determined based on all applicable requirements of the Washington County Code, applicable regulations of the Fire District, and all other applicable regulations. SRIH will not be required to construct Southern Access Road in the event that an adjacent landowner has already constructed the Southern Access Road prior to SRIH receiving applicable approvals from Washington County.
- 3.6 Utilities. The Parties agree that the Access Easement will include the right of either the Town or SRIH to install, operate, and maintain customary

underground utilities reasonably necessary to provide services to the Town and Disconnection Property, subject to standard utility protection and relocation provisions to be included in the Access Easement.

- 3.7 Future Reimbursement Agreement and Alignment of Road by Adjacent Property Owners. The parties agree that the construction of the Southern Access Road through the SRIH Disconnection Property provides a significant benefit to the Town and adjacent landowners who may also be required to construct the Southern Access Road on their properties to provide for ingress and egress to their developments. Accordingly, the parties herein agree:
- a. If the Triggering Event has not occurred and the Town requires an adjacent landowner to construct the Southern Access Road, the Town agrees to: (1) require the adjacent landowner to align its portion of the Southern Access Road to the location of the Southern Access Road as depicted in SRIH's preliminary plat for the Disconnection Property, if available at the time, or if no preliminary plat has been approved; (2) to work with the adjacent landowner and SRIH to develop and approve a mutually agreeable final alignment of the Southern Access Road prior to approving any preliminary plat or development agreement proposed by a neighboring landowner. The Town also agrees to notify SRIH of any development proposal for adjacent properties to the Disconnection Property so that SRIH and the adjacent landowner may enter into a reimbursement agreement or other financing mechanism to share construction costs associated with the construction of the Southern Access Road. The Town herein agrees to act in good faith and approve all such financing mechanisms agreed to by the parties as well as to cooperate with the parties to execute all required agreements and notices for any reimbursement agreement and/or alignment of the Southern Access Road, as required by Washington County, the Town Code, or Utah law.
  - b. If the Triggering Event occurs prior to the Town requiring another landowner to construct the Southern Access Road, the Parties agree that SRIH may seek to enter into a financing or reimbursement agreement with neighboring landowners to recover the neighboring landowners' proportionate share of costs and expenses related to construction of the Southern Access Road through the Disconnection Property. The Town herein agrees to act in good faith and approve all such financing mechanisms agreed to between the parties as well as to cooperate with the parties to execute all required agreements and notices for, as required by Washington County, the Town Code, or Utah law.

- c. The Town is not obligated to compel an adjacent landowner to enter into any reimbursement agreement or other financing mechanism to share the costs associated with the construction of the Southern Access Road.

3.7.1 Right to Require SRIH to Upsize Certain Utilities and Improvements. Prior to SRIH commencing any efforts to construct the Southern Access Road or install any utilities, including sewer, stormwater, and culinary and secondary water, within any portion of the Disconnected Property, SRIH shall notify the Town in writing of its intent to begin these construction activities. Within sixty (60) days after receiving this written notification from SRIH, the Town will notify SRIH in writing of its intent to require SRIH to “upsized” any utility or public improvement (i.e., to construct the improvements or utilities to a size larger than required by Washington County and/or other regulatory authority to service the contemplated Project on the Disconnected Property). At that time the Town shall also provide assurances to SRIH that the Town has a mechanism in place to reimburse the SRIH. If the Town notifies SRIH of its intention to require SRIH to upsize an improvement or utility, SRIH shall thereafter install the upsized utility or improvement as requested. SRIH shall take measures to ensure that the Town has ability to access and utilize the upsized utility and improvement as needed for the Town’s future development. The Town shall reimburse SRIH for the marginal cost difference of the upsizing itself within thirty (30) days of SRIH submitting, from time to time, a request for reimbursement together with reasonable supporting documentation of the work performed.

#### **4. Payments to Town for Water and Historic Cemeteries Uses**

- 4.1 SRIH herein agrees, as additional consideration for this Settlement Agreement, that SRIH shall provide the Town a payment of \$30,000, which the Town may use to (i) purchase or lease water shares or water rights in Leeds Water Company or other water provider for use at the Town Park and other Town property, or (ii) reimburse the Town for the Town’s purchase or lease of water shares or water rights in Leeds Water Company or other water provider. These funds shall be earmarked by the Town and used for the sole purpose of purchasing and leasing, or reimbursing the Town for the Town’s prior purchase or lease of, water shares or water rights for use at Town parks and other Town property.
- 4.2 SRIH also agrees, as additional consideration for this Settlement Agreement, that SRIH shall provide to the Town a payment of \$20,000 to be used exclusively for improvements to Historic Cemeteries (the “Cemetery Funds”). The Cemetery Funds shall be earmarked by the Town and used for the sole purpose of improving and beautifying the

Historic Cemeteries. Prior to using the Cemetery Funds, the Town shall consult with SRIH on potential improvements the Town intends to make to the Historic Cemeteries through the use of the Cemetery Funds. The parties will endeavor to agree on the appropriate use of the Cemetery Funds for the improvement and beautification of the Historic Cemeteries, with the Town having final discretion as to the use of the Cemetery Funds.

## **5. Conditions; Remedies**

- 5.1 Conditions Precedent to Town's Performance. The Town's obligation to process and approve the Disconnection Application under Section 1 is a condition precedent to SRIH's timely performance of its obligations under Sections 2, 3 and 4 of this Agreement.
- 5.2 Failure to Adopt. If the Disconnection Application is not adopted, this Agreement is terminated and SRIH may proceed with all legal options to pursue disconnection of the Disconnection Property under Utah law.
- 5.3 Specific Performance; Declaratory Relief. Each Party acknowledges that monetary damages may be inadequate to remedy a breach of Sections 2 or 3, and that the non-breaching Party shall be entitled to seek specific performance or declaratory relief. Nothing herein waives governmental immunities or limits statutory defenses.

## **6. Representations; Authority**

- 6.1 Authority. Each Party represents and warrants that it has full power and authority to enter into this Agreement and to perform its obligations herein, and that the individual(s) executing this Agreement on its behalf are duly authorized. Specifically, the approval of this Agreement by the Town is authorized by Resolution \_\_\_\_\_ adopted by the Town Council on \_\_\_\_\_, 2026
- 6.2 No Conflicts. Each Party represents that execution and performance of this Agreement will not violate any other agreement to which it is a party.
- 6.3 Settlement of Potential Litigation. The Parties acknowledge that nothing in this Agreement obligates the Town Council or any official to vote in any particular manner and that all legislative actions will be taken in the Town's independent judgment in accordance with applicable law. This Agreement is entered into solely to avoid potential litigation regarding SRIH's Disconnection Petition and will be considered null and void should the Town Council vote to reject SRIH's disconnection petition.

- 6.4 Laws; Procedures. The Parties shall comply with all applicable laws, including Utah Code Ann. § 10-2-501 *et. seq.*, and any notice, hearing, filing, or recordation requirements associated with the disconnection.

## 7. Notices

All notices under this Agreement shall be in writing and deemed given when delivered personally, sent by nationally recognized overnight courier, or deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed as follows, or to such other address as a Party may designate by notice:

### **To the Town:**

Town of Leeds Attn: Mayor  
218 North Main Street  
PO Box 460879  
Leeds, Utah 84746  
mayor@leedstown.org

With a copy to: Hyrum Bosserman  
Bennett, Tueller, Johnson & Deere  
3165 East Millrock Drive  
Suite 500  
Salt Lake City, Utah 84121  
hbosserman@btjd.com

### **To SRIH:**

Silver Reef Investment Holdings, LLC Attn: Gary Crocker  
2825 E Cottonwood Parkway, Suite 330  
Salt Lake City, Utah 84121  
glc@crockerventures.com

With a copy to:  
Janelle Eurick Bauer  
Ray Quinney & Nebeker PC  
36 S. State Street, Suite 1400  
SLC, UT 84121  
jbauer@rqn.com

## 8. Miscellaneous

- 8.1 Entire Agreement. This Agreement, including its exhibits, constitutes the entire agreement between the Parties concerning the subject matter and supersedes all prior discussions or writings.

- 8.2 Amendments. Any amendment must be in a writing signed by authorized representatives of both Parties.
- 8.3 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, conditioned, or delayed; provided, however, SRIH may assign in connection with a sale or transfer of the Property if the assignee assumes SRIH's obligations herein by a written instrument reasonably acceptable to the Town.
- 8.4 Binding Effect; Run with the Land. Upon recordation of the Access Easement shall run with the land and bind SRIH's successors and assigns and inure to the benefit of the Town and its successors and assigns.
- 8.5 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, and all of which constitute one instrument. Signatures delivered electronically shall be deemed originals.
- 8.6 Governing Law; Venue. This Agreement is governed by Utah law. Venue for any action arising hereunder shall lie in a court of competent jurisdiction in Washington County, Utah.
- 8.7 Severability. If any provision is found invalid or unenforceable, the remaining provisions shall continue in full force.
- 8.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 8.9 Costs and Fees. Each Party shall bear its own costs and attorney fees incurred in negotiating and executing this Agreement. In any action to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and costs, subject to applicable law and governmental immunities.

*Space left intentionally blank*

*Signatures on next page*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF LEEDS, UTAH

By: \_\_\_\_\_  
Name: Mayor Wayne Peterson

Date: \_\_\_\_\_

STATE OF UTAH )

: ss.

COUNTY OF Washington )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of May, 2026, by Mayor Wayne Peterson.

\_\_\_\_\_  
Notary Public

SILVER REEF INVESTMENT HOLDINGS,  
LLC By:

\_\_\_\_\_  
Gary Crocker, Manager, SRIH

Date: \_\_\_\_\_

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
May, 2026, by Gary Crocker, Manager of Silver Reef Investment Holdings, LLC.

\_\_\_\_\_  
Notary Public

**Exhibit A**

Legal Description of Disconnection Property



## Exhibit A

COMMENCING AT A FOUND ALPHA ENGINEERING REBAR AND CAP, ESTABLISHED BY THAT CERTAIN ALPHA ENGINEERING RECORD OF SURVEY, DOCUMENT NO. 6359-14, OFFICIAL RECORDS WASHINGTON COUNTY, UTAH, SAID MONUMENT LIES SOUTH 01°01'25" WEST A DISTANCE OF 426.25 FEET FROM THE WEST QUARTER CORNER OF SECTION 6, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING THE NORTHWEST CORNER OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20190002775 SAID OFFICIAL RECORDS; RUNNING THENCE SOUTH 72°41'37" EAST ALONG SAID PROPERTY 67.49 FEET; THENCE SOUTH 00°27'26" WEST ALONG SAID PROPERTY 264.70 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20160019452 SAID OFFICIAL RECORDS, THENCE ALONG SAID PROPERTY SOUTH 88°40'20" EAST 606.71 FEET AND SOUTH 01°17'35" WEST 706.35 FEET TO THE NORTHWEST CORNER OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20120002373 SAID OFFICIAL RECORDS, THENCE ALONG THE NORTH LINE SAID PROPERTY AND NORTH LINE OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 00850310 SAID OFFICIAL RECORDS SOUTH 88°56'23" EAST 1346.30 FEET TO THE SOUTHWEST CORNER OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20130036079 SAID OFFICIAL RECORDS, THENCE NORTH 01°38'34" EAST ALONG THE WEST LINE SAID PROPERTY A DISTANCE OF 755.31 FEET TO THE SOUTHWEST CORNER OF HOWARD MINOR SUBDIVISION, DOCUMENT NO. 732491 SAID OFFICIAL RECORDS, THENCE SOUTH 88°24'24" EAST ALONG THE SOUTH LINE SAID HOWARD MINOR SUBDIVISION 65.98 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THAT CERTAIN THREE PARCEL MINOR SUBDIVISION CREATED BY RECORD OF SURVEY, DOCUMENT # 2947-99 SAID OFFICIAL RECORDS, THENCE ALONG THE WEST BOUNDARY OF SAID MINOR SUBDIVISION AND THE CENTERLINE OF AN IRRIGATION DITCH THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) SOUTH 19°41'24" EAST 71.98 FEET; 2) SOUTH 08°38'24" EAST 64.31 FEET; 3) SOUTH 29°16'26" EAST 64.08 FEET; 4) SOUTH 00°07'36" WEST 51.91 FEET; 5) SOUTH 07°08'04" WEST 55.92 FEET; 6) SOUTH 10°01'24" EAST 27.85 FEET; 7) SOUTH 26°22'24" EAST 37.18 FEET AND 9) SOUTH 38°13'24" EAST 91.47 FEET; TO THE NORTHWEST CORNER OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20130033726 SAID OFFICIAL RECORDS, THENCE ALONG THE WEST LINE OF SAID PROPERTY AND CONTINUING ALONG THE CENTERLINE OF SAID IRRIGATION DITCH THE FOLLOWING NINE (9) COURSES AND DISTANCES: 1) SOUTH 54°23'13" EAST 28.90 FEET; 2) SOUTH 64°21'21" EAST 34.19 FEET; 3) SOUTH 42°44'13" EAST 27.84 FEET; 4) SOUTH 48°19'02" EAST 31.22 FEET; 5) SOUTH 16°56'04" EAST 67.68 FEET; 6) NORTH 83°27'41" EAST 41.75 FEET; 7) SOUTH 47°48'08" EAST 26.47 FEET; 8) SOUTH 10°36'21" WEST 25.16 FEET AND 9) SOUTH 56°26'51" EAST 20.71 FEET MORE OR LESS TO THE WEST LINE OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20160006590 SAID OFFICIAL RECORDS, THENCE ALONG SAID WEST LINE SOUTH 01°49'13" WEST 146.78 FEET TO THE SOUTHWEST CORNER SAID PROPERTY, THENCE SOUTH 88°56'23" EAST ALONG THE SOUTH LINE SAID PROPERTY AND THE EXTENSION THEREOF EASTERLY A DISTANCE OF 264.02 FEET MORE OR LESS TO THE NORTHWEST CORNER OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20170012756 SAID OFFICIAL RECORDS, THENCE ALONG THE WEST LINE OF SAID PROPERTY AND THE WEST LINE OF THAT CERTAIN REAL PROPERTY CONVEYED IN DOCUMENT NO. 20180014107 SAID OFFICIAL RECORDS SOUTH 01°49'11" WEST 524.65 FEET; THENCE NORTH 86°48'47" EAST 168.86 FEET, THENCE SOUTH 03°24'13" EAST 65.05 FEET, MORE OR LESS TO THE NORTH



★ CONSULTING & ENGINEERING ★

LINE OF SILVER POINTE ESTATES SUBDIVISION, DOCUMENT NO. 20160023327 SAID OFFICIAL RECORDS, THENCE ALONG SAID SUBDIVISION THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) NORTH 83°21'54" EAST 168.97 FEET, 2) SOUTH 83°00'50" EAST 45.07 FEET, 3) NORTH 03°49'20" EAST 6.15 FEET, 4) NORTH 84°43'56" EAST 32.48 FEET, AND 5) EASTERLY ALONG A 452.00 FOOT RADIUS CURVE TO THE RIGHT, (CENTER POINT LIES SOUTH 05°16'04" EAST) THROUGH A CENTRAL ANGLE OF 25°32'28", A DISTANCE OF 201.49 FEET TO THE NORTH LINE OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20140002742 SAID OFFICIAL RECORDS, THENCE ALONG THE NORTH LINE SAID PROPERTY NORTH 62°38'21" EAST 158.93 FEET TO THE MOST WESTERLY CORNER OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20210010987 SAID OFFICIAL RECORDS; THENCE SOUTH 38°13'19" EAST ALONG THE WEST LINE OF SAID PROPERTY 553.83 FEET TO THE MOST SOUTHERLY CORNER OF SAID PROPERTY TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF INTERSTATE 15, UTAH DEPARTMENT OF TRANSPORTATION PROJECT NO. I-15-1(9)22, THENCE SOUTH 41°17'57" EAST ON A RANDOM LINE CROSSING SAID INTERSTATE 15 A DISTANCE OF 575.82 FEET MORE OR LESS TO THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE 15, THENCE RUNNING ALONG SAID RIGHT-OF-WAY AND FENCE LINE THE FOLLOWING EIGHTEEN (18) COURSES: 1) SOUTH 48°42'03" WEST ALONG SAID LINE 182.96 FEET 2) SOUTHWESTERLY ALONG A 2,954.79 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 38°33'07" WEST) THROUGH A CENTRAL ANGLE OF 04°08'44", A DISTANCE OF 213.79 FEET; 3) SOUTHWESTERLY ALONG A 2,954.79 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (CENTER POINT LIES NORTH 34°52'21" WEST) THROUGH A CENTRAL ANGLE OF 06°51'46", A DISTANCE OF 353.92 FEET; 4) SOUTH 72°49'20" WEST 140.51 FEET; 5) SOUTH 72°54'17" WEST 110.84 FEET; 6) SOUTH 74°10'57" WEST 33.62 FEET; 7) NORTH 52°09'12" WEST 11.66 FEET; 8) SOUTH 66°25'52" WEST 10.69 FEET; 9) SOUTH 05°15'16" EAST 10.33 FEET; 10) SOUTH 73°09'06" WEST 47.56 FEET; 11) SOUTH 86°51'26" WEST 9.16 FEET; 12) SOUTH 21°06'39" WEST 17.14 FEET; 13) SOUTH 27°04'25" WEST 54.53 FEET; 14) SOUTH 63°50'07" WEST 13.21 FEET; 15) SOUTH 68°45'14" WEST 67.52 FEET; 16) SOUTH 71°37'32" WEST 109.30 FEET; 17) SOUTH 73°11'19" WEST 92.03 FEET AND 18) SOUTH 73°42'06" WEST 279.84 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY FENCE AND CROSSING INTERSTATE 15 ON A RANDOM LINE NORTH 00°58'49" EAST A DISTANCE OF 252.07 FEET TO THE NORTH RIGHT-OF-WAY LINE SAID INTERSTATE 15; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 74°05'59" WEST 296.34 FEET MORE OR LESS TO THE MOST SOUTHEASTERLY CORNER OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20100019147 SAID OFFICIAL RECORDS, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE AND SAID PROPERTY, THENCE SOUTH 73°34'23" WEST 318.33 FEET, AND 7) WESTERLY ALONG A 2,954.93 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, (CENTER POINT LIES SOUTH 18°46'47" EAST) THROUGH A CENTRAL ANGLE OF 01°46'54", A DISTANCE OF 91.88 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND CONTINUING ALONG SAID PROPERTY THE FOLLOWING THIRTEEN (13) COURSES: 1) SOUTH 76°55'16" WEST 383.40 FEET, 2) NORTH 02°37'44" WEST 88.46 FEET, 3) NORTH 79°06'16" WEST 1,125.47 FEET, 4) NORTH 41°36'51" WEST 716.13 FEET, 5) SOUTH 87°21'01" WEST 22.65 FEET, 6) NORTH 63°11'12" WEST 603.87 FEET, 7) NORTH 17°37'18" EAST 301.04 FEET, 8) NORTH 71°13'40" WEST 533.40 FEET MORE OR LESS TO A POINT ON THE EASTERLY LINE OF THAT CERTAIN PROPERTY CONVEYED IN DOCUMENT NO. 20080015630 SAID OFFICIAL RECORDS, 9) NORTH 17°09'42" EAST ALONG SAID EASTERLY LINE 1,491.63 FEET, 10) NORTH 63°56'15" WEST ALONG SAID EASTERLY LINE 407.40 FEET, 11) LEAVING SAID PROPERTY CONVEYED IN DOCUMENT NO. 20080015630 AND RUNNING NORTH 64°31'26" WEST 184.54 FEET, 12) NORTH 17°27'34" EAST 389.00 FEET, 13) SOUTH 64°31'26" EAST 600.00 FEET, AND 14) SOUTH 72°32'26" EAST 448.44 FEET TO THE POINT OF BEGINNING.



CONTAINING 9,365,368 SQUARE FEET OR 215.00 ACRES

**Exhibit B**  
Roadway & Slopes Easement



