

September 2, 2020

Michael and Sandra Day
1977 Alondra Drive
Washington, Utah 84780

To Members of the Planning and Zoning Committee:

Dear Sirs,

We listened to the entire proceedings regarding our lot split request this afternoon and want to thank you for the attention and consideration you gave to this important matter. Unfortunately, we watched on Youtube and were unable to participate or respond to questions that were raised by the committee. I mistakenly thought someone from the department would call me prior to the meeting with the necessary login information. I misunderstood and when I discovered the error it was too late to remedy.

I trust that you understand our motives for requesting this plat amendment. Our son and his family are not able to afford a home in the current market. They have been living in apartments for the last 16 years, so this gift of half my property would allow them a place they could call their own. My son has recovered from substance addiction and has been clean for more than twelve years. He is a facilitator in the LDS 12 Step Program, a model father and husband, and is well known and respected in our neighborhood. He grew up here. The house and property would be well maintained and would be an improvement to the salt grass and weeds I've tended for the last 26 years! In our view, this is simply a compassionate, logical and wise use of an otherwise empty property. We believe most of our neighbors agree.

I have enclosed with this letter a copy of the Declaration of Covenants, Conditions and Restrictions and Reservations of Easements for Pine View Estates. As mentioned by Mr. Ellerman, I read thoroughly through the document several times and could not find any restrictions regarding a division of my property. I also understand there are other properties in the subdivision that are less than the acre size as well.

I want the committee to know that we have tried very carefully to follow the rules for this application. We are aware, as you may be, of multiple violations of the CCR's among the 59 residences that received notification by mail. Some who wrote disparaging letters are in clear violation whether consciously or not. My nearest neighbors have been aware of this project and have ALL given their support. I contacted them months ago and was encouraged to proceed. Just this past week, Chief Evans of the fire department came at my request to look at the property and plan. I felt encouraged by him. He offered great suggestions to insure we were compliant with his regulations regarding fire response.

We understand, based on the discussion tonight, that the interpretation of the CCR's may or may not reveal the leverage needed to bring a halt to this already expensive application process. We are saddened that this has caused such alarm among our friends. It is our hope that fairness, congeniality and tolerance will be felt by all moving forward.

Sincerely,
Michael and Sandra Day, Brian and Mande Day

DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS AND RESERVATION OF EASEMENTS
FOR

PINE VIEW ESTATES

THIS DECLARATION is made this 15th day of April
1987, by Floyd Leor Griffiths, hereinafter called Declarant.

R E C I T A L S :

A. Declarant is the owner of certain property in the County of Washington, State of Utah, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

B. Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the real property described in Exhibit "A", and the additional schedules which may be annexed hereto, hereinafter called "the Properties", to develop and convey all of the Properties pursuant to a general plan for all of the Properties and subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens and charges, all running with the Properties as hereinafter set forth. Declarant may execute, acknowledge and record a Supplemental Declaration affecting solely a "Phase" of the development, so long as Declarant owns all of the real property to be affected by such Supplemental Declaration. Such Supplemental Declaration shall not conflict with the provisions of this Declaration, but may impose further conditions, covenants and restrictions for the operation, protection and maintenance of the Subdivision.

C. Declarant hereby declares that all of the Properties shall be held, sold, conveyed, encumbered, hypothecated, leased, used, occupied, and improved subject to the following easements, restrictions, covenants, conditions and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement and sale of the Properties, or any portion thereof. The covenants, conditions, restrictions, reservations, easements, and equitable servitudes set forth herein shall run with the Properties and shall be binding upon all persons having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns; shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon Declarant, his successors in interest and each Owner and his respective successors in interest; and may be enforced by Declarant and his successors in interest and by any Owner and his successors in interest.

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Notwithstanding the foregoing, no provisions of this Declaration shall be construed as to prevent or limit Declarant's rights to complete development of the Properties and construction of improvements thereon, nor Declarant's rights to maintain model homes, construction, sales or leasing offices or similar facilities on any parcels or lots in the Properties owned by Declarant, nor Declarant's right to post signs incidental to construction, sales or leasing.

ARTICLE I

Architectural Control

Section 1. Members of Committee. There shall be an Architectural Committee selected which shall consist of five (5) owners of lots or parcels within the Properties. The initial members of the committee shall consist of the Declarant, or a representative of the Declarant, and four property owners appointed by the Declarant. The Declarant shall serve as temporary chairman of the committee until the first formal meeting of the committee, at which time a chairman shall be elected. The Declarant shall at his option remain a member of the committee so long as he owns parcels or lots within the Properties for development or sale. Any member of the Architectural Committee, appointed or elected shall have the right to resign at any time. A member of the committee who sells his lot or parcel within the Properties, is automatically released as a member of the committee. Any vacancy which occurs within the committee for any reason, shall be filled by appointment by the other members of the committee for the balance of the term of the member vacating said position. The initial term for two of the initial members of the committee shall be two (2) years, and the initial term for three of the initial members of the committee shall be three (3) years. Thereafter, the term for membership on the committee shall be two (2) years. The members of the Architectural Committee shall serve as a nominating committee for the purpose of nominating new members to be elected to the committee. At least thirty (30) days, and not more than sixty (60) days, before the expiration of any member's term, the committee shall cause to be mailed to each lot owner of record at their last known address, a ballot containing the names of at least two persons for each position being vacated on the committee. Said lot owners shall then have the opportunity to vote for new members of the committee, and those persons receiving the highest numbers of votes, shall serve on the Architectural Committee for the following two years.

Section 2. Review of Proposed Construction. No building, fence, wall, patio cover or other structure shall be commenced, painted, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and color and location in relation to surrounding structures and topography by the Architectural Committee. The Committee shall approve proposals or

plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Properties as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures. The Committee may condition its approval of proposals or plans and specifications on such changes therein as it deems appropriate, and may require submission or additional plans and specifications or other information prior to approving or disapproving material submitted. The Committee may also issue rules or guidelines setting forth procedures for the submissions of plans for approval, requiring a fee payable to the Committee, to accompany each application for approval, or additional factors which it will take into consideration in reviewing submissions. The Committee may provide that the amount of such fee shall be uniform, or that it be determined in any other reasonable manner, such as by the reasonable cost of the construction, alterations or additions contemplated, provided that in no event shall such fee exceed the sum of one hundred dollars (\$100.00). The Committee may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors. Until receipt by the Committee of any required plans and specifications, the Committee may postpone review of any plans submitted for approval. Approval of building plans by the Architectural Committee as provided for herein does not in any way constitute approval by Washington City for such construction. All appropriate building permits and other licenses required by Washington city ordinances in effect at the time of application must be obtained by the applicant prior to beginning construction.

Section 3. Meetings of the Committee. The Committee shall meet from time to time as necessary to perform its duties hereunder. A majority vote by the members of the Committee shall constitute an act of the Committee. The majority vote of the Committee taken without a formal meeting, shall also constitute an act of the Committee.

Section 4. No Waiver of Future Approvals. The approval of the Committee to any proposals or plans and specifications or drawings for any work done or proposed or in connection with any other matter requiring the approval and consent of the Committee shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatever subsequently or additionally submitted for approval or consent.

Section 5. Compensation of Members. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 6. Non-Liability of Committee Members. Neither the Committee nor any member thereof, or its duly authorized representative shall be liable to any Owner for any loss, damage or

injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the Properties generally. The Committee shall take into consideration the aesthetic aspects of the architectural design, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with zoning, building or other governmental or municipal codes.

Section 7. Variance. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any supplemental declaration, including restrictions upon height, size, floor area or placement of structures, or similar restrictions, when circumstances such as topography natural obstructions, hardship, aesthetic or environmental consideration may require. Such variances must be evidenced in writing, and must be signed by at least three (3) members of the Committee. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration or of any Supplemental Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the premises, including but not limited to zoning ordinances and lot set-back lines or requirements imposed by any governmental or municipal authority.

ARTICLE II

Use Restrictions

All real property within the Properties shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 12 hereof:

* * Section 1. Single Family Residence. Subject to Section 2 of the Article II, each lot shall be used as a residence for a single family and for no other purpose. The minimum floor area for a single floor residence shall be one thousand four hundred (1,400) square feet and the minimum ground floor area for a multilevel residence shall be one thousand two hundred (1,200) square feet. In calculating the minimum floor area, basements and attic spaces will not be considered as floors.

Section 2. Business or Commercial Activity. No part of the properties shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other such non-residential purposes; except Declarant, its successors or assigns, may use any portion of the Properties for a model home site, and display and sales office during the construction and sales period in accordance with Article II Section 11, of this Declaration, and excepting professional and administrative occupations without external evidence thereof, for so long as all such uses and occupations as herein provided are in conformance with Washington City zoning, building and other applicable ordinances and are merely incidental to the use of the Dwelling Unit as a residential home.

Section 3. Nuisances. No noxious or offensive activity (including but not limited to the repair of motor vehicles) shall be carried on, in or upon any Lot, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any other Owner. No loud noises or noxious odors shall be permitted on the Properties. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power equipment or large power tools, unlicensed off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner in the Properties, shall be located, used or placed on any portion of the Properties, or exposed to the view of other Owners without the prior written approval of the Architectural Committee.

Section 4. Parking and Vehicular Restrictions. No Owner of a Lot shall park, store or keep any vehicle except wholly within the parking area designated therefor, and any inoperable vehicle shall be stored only in covered carports or garages. No Owner shall park, store or keep on any property or street within the Properties any large commercial-type vehicle (dump truck, cement-mixer truck, oil or gas truck, or delivery truck) or any other vehicular equipment, mobile or otherwise, deemed to be a nuisance by the Architectural Committee. No Owner of a Lot shall conduct major repairs or major restorations of any motor vehicle, boat, trailer, aircraft, or other vehicle except within a totally enclosed garage and so as to not be visible from anywhere in the Properties. Nothing in this Declaration shall prohibit the use of and storage on any Lot, of small farm and garden power equipment as may be required in the use, enjoyment and maintenance of the Properties by the Owners thereof.

Section 5. Signs. No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot, without the prior written consent of the Architectural Committee, except one sign for each Dwelling Unit, of not more than three (3) feet by two (2) feet, advertising the property for sale or rent, or except signs, regardless of size, used by the Declarant, its successors or assigns, to advertise the Properties during the construction and sales

period. All signs and the conditions promulgated for the regulation thereof shall conform to the requirements of Washington City ordinances.

Section 6. Animal Restrictions. No animals, livestock reptiles or poultry of any kind shall be raised, bred or kept on any Lot, except up to two (2) horses, and except dogs, cats, fish, birds and other pets may be kept on Lots, provided they are not kept, bred or maintained for commercial purposes, or in unreasonable quantities. The Committee shall have the right to prohibit maintenance of any animal which in its opinion, constitutes a nuisance to any other Owner. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Properties must be either kept within an enclosure, an enclosed patio or on a leash being held by a person capable of controlling the animal. The enclosure must be so maintained that the animal cannot escape therefrom and shall be subject to the approval of the Architectural Committee. Should any animal belonging to an Owner be found unattended out of the enclosure and not being held on a leash by a person capable of controlling the animal, such animal may be removed by the Architectural Committee, to a pound under the jurisdiction of the local municipality in which the Properties are situated and subject to the laws and rules governing said pound, or to a comparable animal shelter. Furthermore, any Owner shall be absolutely liable to each and all remaining Owners, their families, guests, tenants and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept upon the Properties by an Owner or by members of his family, his tenants or his guests; and it shall be the absolute duty and responsibility of each such Owner to clean up after such animals, and to keep all animal enclosures free from noxious odors which would be offensive to other Owners. All animals shall be kept and maintained on the Properties in conformance with Washington City ordinances, and Utah State regulations.

Section 7. Trash. No rubbish, trash or garbage or other waste material shall be kept or permitted upon any Lot, except in sanitary containers located in appropriate areas screened and concealed from view, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles therefor and fire pits in patios designed in such a manner that they do not create a fire hazard. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible from the street, and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap or refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Properties except within an enclosed structure or appropriately screened from view.

Section 8. Weed Control. It shall be the absolute duty and responsibility of each Owner of each Lot within the Properties to control the weed growth on his or her property in such a manner

that it will enhance the beauty and aesthetic values of the Properties, and not become an nuisance to other Owners. Said responsibility shall begin at the time of purchase of said lot, and each Owner by accepting title to a Lot hereby acknowledges his or her responsibility to maintain said lot in a weed free condition both before and after construction of a dwelling thereon.

Section 9. View Obstruction. Unless written consent is received from the Architectural Committee, no fence, hedge, wall or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.

Section 10. Temporary Buildings. No buildings, outbuildings, basement, tent, shack, or shed of a temporary nature shall be placed upon any portion of the Properties. No garage, trailer, camper, motor home or recreation vehicle shall be used as a residence in the Properties, either temporarily or permanently, excepting that after obtaining a Conditional Use permit from Washington City Planning Commission and during the construction of a permanent residence, a recreational vehicle may be used as a temporary residence for a period not to exceed six (6) months.

Section 11. Declarant Exemption. Declarant or its successors or assigns may undertake the work of constructing Dwelling Units and developing all of the Lots included within the Properties and any annexation thereto. The completion of that work and sale, rental and other disposal of Dwelling Units is essential to the establishment and welfare of said property as a residential community. As used in this Section and its sub-paragraphs, the words "its successors or assigns" specifically do not include Owners of Lots purchased from Declarant, either improved with dwelling units or not. In order that said work may be completed and the Properties be established as a residential community as rapidly as possible, no Owner shall do anything to interfere with and nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any Lot owned by Declarant whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation the alteration of its construction plans and designs as Declarant deems advisable in the course of development, so long as any such work or alteration which comes under the jurisdiction of the Architectural Committee has been approved by said committee; or

(b) Prevent Declarant, its successors or assigns, or its or their representatives, from erecting, constructing and maintaining on any Lot, or portion thereof, owned or controlled by Declarant, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or

their business of completing said work and establishing the Properties as a residential community and disposing of the same in Lots by sale, lease or otherwise; or

(c) Prevent Declarant, its successors or assigns, or its or their contractors or subcontractors, from conducting on any Lot, or any portion thereof, owned or controlled by Declarant, or its successors or assigns, the business of developing, subdividing, grading and constructing Dwelling Units and other improvements in the Properties as a residential community and of disposing of Dwelling Units thereon by sale, lease or otherwise; or

(d) Prevent Declarant, its successors or assigns, or its contractors or subcontractors, from maintaining such sign or signs on any Lot owned by or controlled by it as may be necessary in connection with the sale, lease or other marketing of Lots and Dwelling Units in the Properties; or

(e) Prevent Declarant, at any time prior to acquisition of title to a Lot in a Phase by a purchaser from Declarant, to establish on that Phase additional licenses, reservations and rights-of-way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Properties.

Notwithstanding the foregoing, nothing in this declaration shall be construed to give license to begin or alter any construction work, grading, excavation, or development work of any nature, without prior approval of appropriate Washington city building and zoning departments, and as evidenced by the acquisition of all required permits prior to the commencement of said alteration or construction work.

Section 12. Drilling. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted upon the surface of any Lot or within five hundred (500) feet below the surface of the Properties. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot, except that a drilling rig used in the development of a water well will be permitted for the temporary drilling of a water well.

ARTICLE III

General Provisions

Section 1. Enforcement. This Declaration may be enforced by any Owner or association of Owners as follows:

(a) Breach of any of the covenants contained in this Declaration and the continuation of any such breach may be enjoined, abated or remedied by appropriate legal proceedings by the Declarant, by an Owner, or association of Owners. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may deem reasonable, in favor of the prevailing party, as well as the amount of any delinquent payment, interest thereon, costs of collection and court costs.

(b) The result of every act or omission whereby any of the covenants contained in this Declaration are violated in whole or in part is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance either public or private shall be applicable against every such result and may be exercised by Declarant, by any Owner or association of Owners.

(c) The remedies herein provided for breach of the covenants contained in this Declaration shall be deemed cumulative, and none of such remedies shall be deemed exclusive.

(d) The failure to enforce any of the covenants contained in this Declaration shall not constitute a waiver of the rights to enforce the same thereafter.

(e) A breach of the covenants, conditions or restrictions contained in this Declaration shall not affect or impair the lien or charge of any bonafide Mortgage made in good faith and for value on any residential lot or the improvements thereon, provided, however, that any subsequent owner of such property shall be bound by said covenants, whether such Owner's title was acquired by foreclosure in a trustee's sale or otherwise

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision which shall remain in full force and effect.

* * * Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and be enforceable by the Declarant, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, so long as Declarant has any interest in and to the Properties, and perpetually thereafter. The Owners constituting a majority of not less than seventy five percent (75%) of the Lots may sign and have recorded an instrument in writing agreeing to change such covenants and restrictions in whole or in part, provided however, that this Declaration shall not be amended in such a manner that the rights of any Mortgagee will be adversely affected, nor in such a manner that

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would violate any Washington city ordinance, or other applicable governmental code.

Section 4. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot within the Properties does and shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in the Properties, or any portion thereof.

Section 5. Reservation of Easements. There is established a ten (10) foot wide easement along the rear property line, and along the sidelines of each lot covered by this Declaration for the installation, maintenance, control and repair of utilities and irrigation system. Declarant expressly reserves for the benefit of all the real property in the Properties, and the Owners, rights of access, ingress and egress over these established easements where necessary for the installation and repair of utility and irrigation system services.

Section 6. No Representations or Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Properties or any portion of the Properties, or any improvements thereon, its physical condition, zoning, compliance with applicable laws, fitness for intended use, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof as a residential subdivision, except as specifically and expressly set forth in this Declaration.

Section 7. Violation of City Ordinances. Notwithstanding the foregoing covenants and restrictions, nothing contained in this declaration shall be construed in such a manner as to give license to any person to violate the ordinances, policies or restrictions of Washington City.

Dated: April 15, 1987

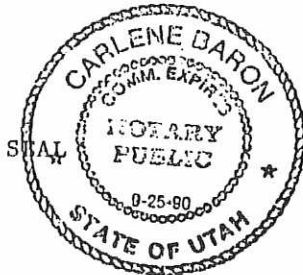
Floyd Leor Griffiths

STATE OF UTAH)

COUNTY OF WASHINGTON)

ss.

On the 15th day of April 1987, personally appeared before me Floyd Leor Griffiths, who duly acknowledged to me that he executed the same.



Carlene Baron
Notary Public

Residing at: Washington, Utah

My Commission Expires: 9-25-90

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EXHIBIT "A"

Beginning at the East 1/4 Corner of Section 27, Township 42 South, Range 15 West, Salt Lake Base and Meridian, and running thence N 0° 23' W 1,311.0 feet along the Section line to a point on the centerline of an old irrigation canal; Thence along the centerline of said old irrigation canal as follows: S 78° 19' W 290.07 ft. thence S 82° 52' 30" W 339.30 ft.; thence S 78° 59' W 107.40 ft.; thence S 63° 52' 30" W 106.40 ft.; thence S 26° 28' W 70.90 ft.; thence S 6° 05' W 146.90 ft.; thence S 22° 55' W 95.20 ft.; thence S 36° 40' 30" W 94.80 ft.; thence S 42° 13' 30" W 379.90 ft.; thence S 45° 52' 30" W 255.40 ft.; thence S 49° 54' 30" W 234.00 ft.; thence S 45° 32' W 107.30 ft.; thence S 36° 13' 30" W 96.70 ft.; thence S 27° 41' 30" W 62.90 ft.; thence S 34° 06' W 76.70 ft.; thence S 40° 30' 30" W 87.10 ft.; thence S 46° 44' 45" W 148.70 ft.; thence S 39° 59' W 161.85 ft.; thence S 43° 09' W 98.20 ft.; thence S 49° 14' W 108.60 ft.; thence S 55° 44' W 225.40 ft.; thence leaving said centerline of canal and running N 34° 28' 50" W 416.01 ft.; to a point on the Meander line of the Virgin River; thence along said Meander line as follows: S 57° 37' W 233.20 ft.; thence S 28° 58' 24" W 723.42 ft.; thence S 73° 37' W 396.00 ft.; thence N 74° 23' W 71.27 ft.; thence leaving said Meander line and running S 43° 30' W 40.85 ft.; thence East 110.00 ft.; thence S 1° 48' E 700.00 ft.; thence S 73° 30' E 945.00 ft. to a point on the Center Section line of said Section 27; thence S 0° 26' 05" E 345.31 ft.; along said center Section line; thence N 58° 15' E 1146.085 ft.; thence N 12° 48' E 1265.82 ft.; to a point on the Centerline of an existing irrigation canal; thence N 48° 54' E 740.14 ft. along the Centerline of said canal; thence N 1° 32' E 198.00 ft. along the Centerline of said canal and its extension to a point on the Center Section line of said Section 27; thence N 89° 48' 21" E 800.30 ft. along the Center Section line of said Section 27 to the point of beginning. Contains 114.148 Acres

Subject to and together with a 50 ft. wide right of way, and such other rights of way and easements, and conditions of record.