

GENERAL NOTES:

1. All of the property included in this plat is subject to the Declaration of Covenants, Conditions and Restrictions or Promontory Ridge Phase 1 ("Declaration") recorded in the office of the Summit County Recorder in Coalville, Utah. Pursuant to the Declaration, all owners of lots within Promontory are members of the Promontory Conservancy, an association of Promontory property owners (the "Association"). The use of any Promontory lot is governed by the Declaration. Each lot is subject to all easements set forth in these plat notes and in the Declaration.

2. No improvements or landscaping may be made to any lot without the review and approval of the Declarant or, if delegated by Declarant, the Architectural Review Committee of Promontory in accordance with the Declaration and the Promontory Design Guidelines ("Design Guidelines") and any Supplemental Design Guidelines which may be promulgated there under from time to time, which Design Guidelines and Supplemental Design Guidelines incorporate the include lighting, landscaping, grading, signage, and other guidelines. The Design Guidelines require the establishing of strict limits of disturbance for any construction activity. Certain lots in visually sensitive areas may be subject to Supplemental Design Guidelines for Sensitive Areas ("Supplemental Design Guidelines") as provided in the "Development Agreement" (defined in note 9 below). The Declarant or Architectural Review Committee, whichever has design review authority, is referred to as the "Design Reviewer."

3. Owners of Promontory lots will have no ownership or membership interest in the Promontory Club or any Golf Course shown on the Plat or other Golf Courses or recreational facilities of the Promontory Club within Promontory solely by virtue of the ownership of one or more Promontory lots. Further, lot owners shall have no rights, expectations, or guarantees with respect to the physical condition, layout or use of any Golf Course, or any right to use, occupy or exercise any degree of control over any portion of any Golf Course or any improvements thereto, by virtue of their ownership of one or more Promontory lots or their membership in the Association. At the discretion of the Promontory Club, the Promontory Club may be used for golf tournaments attended by the general public without any prior notice to or consent of lot owners. Declarant hereby reserves over each lot an easement permitting golf balls, golf clubs, golf cart paths and parts thereof, as provided more fully in the Declaration. The portions of lots not being improved by residential improvements may be entered into by the operator of the adjacent Golf Course for maintenance purposes and may be subject to irrigation over-spray from the Golf Course. Under no circumstances shall any of the following persons be held liable for any damages or injury resulting from errant golf balls, golf clubs, or parts thereof, or the exercise of this easement: Declarant; the Association or its officers or members (in their capacity as such); the Promontory Club or its officers, owners or members (in their capacity as such); any other owner of any golf course in the area, successors-in-title of the golf course or assigns; and individuals (in their capacity as such); any officer, director, or partner of any of the foregoing, or any officer or director of any partner.

4. Development on each lot will be limited to specific building disturbance areas, or "building envelopes" designated pursuant to the Design Guidelines and Supplemental Design Guidelines. Building envelopes may be established in the Design Guidelines and Supplemental Design Guidelines and modified by the Declarant, or the Architectural Review Committee, with the consent of the Declarant or the Architectural Review Committee. The Architectural Review Committee's sole discretion, provided such building envelopes shall incorporate all applicable building setbacks under the Development Agreement (defined in note 9 below) and shall comply with any additional setback requirements provided for in this final plat. The maximum height of any structure is established by the Design Guidelines, or the Supplemental Design Guidelines or instrument reflecting approval of the County and approved vertically from existing natural grade. Owners of lots shall have no rights, expectations or guarantees with respect to the final location of a building site on any lot, the particular view from any lot, the location, scope or design of any building features, or any improvements that may be approved for construction on any lot.

5. The combination of two adjacent lots into a single lot may be permitted in certain areas as determined by the Declarant, in the exercise of the Declarant's sole discretion. If an owner purchases two adjacent and contiguous lots, and the proposed house location straddles a lot line, it will be necessary to have the revised building envelope approved by the Design Reviewer. The Design Reviewer may be made in the exercise of its sole discretion. Further, the combination of lots may require the approval of Summit County for a lot line adjustment or an amendment to the Plat. Request for such approval may not be submitted to Summit County without prior written approval of the Design Reviewer.

6. In addition to the limitations on building size, the Design Guidelines and any applicable Supplemental Design Guidelines shall require that the following conditions be met: (a) all nature of landscaping and irrigation that may be permitted or required on each lot. All landscape plans and any modifications thereto must be approved by the Design Reviewer.

7. In accordance with Summit County ordinances, building permits issued by Summit County will be required for all development activity on a lot and it is unlawful to occupy a building located within Promontory without first having obtained a certificate of occupancy issued by the Building Inspector.

8. Promontory is served by or included within the boundaries of Mountain Regional Water Special Service District (MRWSSD), Park City Fire Service District (PCFSD), Snyderville Basin Water Reclamation District (SNBRD), and the Mountain Regional Special Recreation District (MSRD). All lots are subject to assessments and fees of all the foregoing districts.

9. Promontory is governed by the terms of a Development Agreement for the Promontory Property Owners Association, dated January 16, 2001, between Summit County and Promontory Development ("Development Agreement"). The Development Agreement governs uses and imposes regulations applicable within Promontory.

10. Developer reserves the right to designate any lot or combination of lots shown on the plat that is in excess of one acre in size as an "estate lot." The maximum building floor area of a home designated on an "estate lot" within this Plat is 8,000 square feet and the maximum building floor area of a home designated "incentive density" within this plat is 4,000 square feet, the minimum for an "estate lot" is 2,000 square feet and the minimum for an "incentive density" is 2,500. This may be further limited by the Design Guidelines and any applicable Supplemental Design Guidelines. The maximum building floor area of a home straddling two lots (as described in note 5), may be increased to a square footage not to exceed 12,000 square feet for an "estate lot" and 6,000 square feet for an "incentive density." All other provisions of the Design Reviewer, in its sole discretion, in connection with the approval of a specific house plan. Within Promontory, floor area is measured as provided in the Uniform Building Code, but floor area does not include garages or unheated spaces.

11. Most but not all "estate lots" comprising at least one acre in size may be designated by the developer as "dense density" under the Development Agreement and are indicated as such on this plat by the symbol ESD. All lots not meeting "estate lot" qualifications and "estate lot" designations are designated as "standard density" under the Development Agreement. Pursuant to all terms of the Development Agreement, any owner utilizing or converting an "incentive density" lot to permanent occupancy as defined in the Development Agreement is subject to an obligation to pay Summit County a one time \$10,000 conversion fee (subject to an adjustment as provided in the Development Agreement) as a precondition to the change of use to permanent occupancy. All owners may be required to submit an affidavit declaring the owner's permanent or part-year occupancy status.

12. The Development Agreement requires that a purchaser of a residential lot shall pay \$3,000 to Summit County at the time of lot purchase for an agricultural preservation contribution. Those contributions may be held by Summit County in trust and used to acquire title to or conserve easements on agricultural properties in Summit County or otherwise to preserve or enhance agricultural operations in Summit County.

13. The Development Agreement requires that a purchaser of a residential lot shall pay \$500 to Summit County at the time of building permit for an affordable housing program contribution. Those contributions may be held by Summit County in trust and used to provide affordable housing outside of the boundaries of Promontory.

14. All roads within Promontory are private and will be maintained by the Association subject to the terms of Recordation. Private driveways serving individual residences and the landscaping on each lot shall be the maintenance responsibility of the lot owner. Guardhouses, gates, landscaping, signage and other similar facilities may be constructed within the road rights of way or adjoining Common Area portions. Private driveways and other improvements serving more than one lot shall be the shared maintenance responsibility of the owners of the lots served thereby, provided the Association may, in its sole discretion, undertake the maintenance of such shared facilities and establish a fee schedule to be payable to the benefited lots to cover the costs of such maintenance. At the time of any resurfacing of roads within Promontory, the Association shall be responsible to raise manholes to grade, according to SBRWD specifications. Common area improvements shall be constructed and dedicated for the use of the general public but are declared common areas for the use and enjoyment of the Association.

15. Although Promontory is a private community, Declarant has retained the right to grant easements for public trails in certain locations within Promontory. In addition, the Development Agreement contemplates that the Association will contribute \$200,000 toward certain trail connections across Interstate 80 and Highway 248 upon the occurrence of certain preconditions. These contributions will be covered by Association assessments.

16. Construction activity will be required to comply with a construction mitigation plan approved by Summit County.

17. The grading of lots will be limited by the Design Guidelines and Supplemental Design Guidelines. Home owners must retain existing grade to the greatest extent possible in conformance with the Design Guidelines.

GENERAL NOTES (CONTINUED):

18. Promontory or MRWSSD may implement a secondary water system for irrigation purposes. Promontory may utilize treated sewage effluent in watering golf courses using irrigation water in compliance with Utah regulatory standards. Declarant hereby reserves over each lot for the benefit of the Declarant, the Association and the Promontory Club an easement for irrigation, drainage, stream flow, water over-spray (which may include raw water and/or treated effluent) across any portion of any lot from any water system serving the golf course(s) or other landscaping of Promontory. Under no circumstances shall Declarant, the Association, MRWSSD or the owner of the golf course(s) be held liable for any damages or injury resulting from such irrigation, drainage or over-spray or the exercise of this easement.

19. Promontory contains extensive areas of open space. Open space areas designated on the plat shall be preserved in their natural condition in accordance with the requirements of the Development Agreement, Design Guidelines and Declaration.

20. Principal resident, guest, and construction vehicle access shall be maintained through Antelope Canyon (via Interstate 80) and the western community entrance (via U.S. Highway 40) rather than through Brown's Canyon.

21. The Association has the obligation to fence out and to avoid interference with adjacent ranching and agricultural operations. The Association shall be responsible for any damages or injury caused by the failure to contain adjacent agricultural operations.

22. All lots are subject to a 10 foot wide public and private non-exclusive utility and drainage easement along all lot lines. Declarant retains the right to grant additional utility easements within Promontory. In addition to the easements described in notes 27, 28, 30, and 35, Declarant may grant easements for utilities whether or not the easements are necessary to serve Promontory. All road right-of-way and open spaces shown on this plat are subject to Declarant's right to grant easements for utilities.

23. Due to the possible existence in Promontory of subsurface conditions affecting construction, a soils engineer should be consulted for building footing and foundation designs.

24. SBRWD shall be required to maintain the collector and pressure mains but shall not be required to maintain any private pressure lines or ejector pumps located on individual lots. Several areas of Promontory are likely to require lift stations or sections of low pressure system lines that utilize a series of grinder pumps. These lift stations shall be the sole financial responsibility of the Association. The Association shall be required to pay SBRWD's cost of maintaining each such facility, as provided in the SBRWD annexation agreement.

25. Owners constructing driveways over drainage swales shall be required to install a concrete culvert in accordance with the requirements of Summit County.

26. All homes and landscaping are required to comply with water conservation measures established by the Association, which may include low-flow toilets, drip irrigation systems, the use of drought tolerant plant materials and other requirements, as established from time to time.

27. Ranch Club Trail and Promontory Ranch Road generally describe the proposed location of roads intended to provide a legal right of access to and from the platted lots and publicly dedicated streets. The legal descriptions of these Roads may be modified by a subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified road location. Any such plat or instrument shall not be deemed an amendment to this plat and shall not require the application for a plat amendment process or the consent of existing lot owners or mortgage holders.

28. The Declaration contains additional easements for drainage, natural drainage ways, trails and utilities and other matters which may affect portions of lots outside of the portion of the lot improved by residential improvements. Declarant reserves in addition to easements geographically described on the plat. Declarant also reserves permanent easements across the portions of lots along roadways and outside of the reserved road corridor for the finishing of utility easements required to be installed in accordance with the plans and specifications approved by Summit County. Access to lots on the plat may be affected by cut and fill slopes required by the road. In certain instances, special engineering and construction techniques may be required for driveways across such cut and fill slopes. The legal descriptions and other conditions of these Easements as subsequently recorded plat or instrument reflecting approval of the County and providing an alternative or modified easement location. Any such plat or instrument shall not be deemed to be an amendment to this plat and shall not require the application for a plat amendment process or the consent of existing lot owners or mortgage holders.

29. Residential Building Permits, including footing and foundation permits, will not be issued until developer complies with the requirements of 4.6 of the Development Agreement for the Promontory Specially Planned Area, dated January 16, 2001, regarding infrastructure construction or bonding for the same.

30. The following listed service providers are given a non-exclusive utility easement across the 10 foot private utility and drainage easements (as described in note 22), the roads shown on the plat, Ranch Club Trail and Promontory Ranch Road (as described in note 27) and other easements and/or easements on the Plat or by separate recorded easement signed by the Declarant: PACIFICORP; AllWest Telecommunications; Questar Gas; SBRWD; and MRWSSD.

31. Roofing materials must be non-combustible and approved by the PCFSD and the Design Reviewer. No wood shake roofing material will be permitted.

32. An all-weather fire department access road is required to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. The all-weather fire department access road is to be maintained at all times during construction. In the event that the all-weather fire department access is not maintained, PCFSD reserves the right to stop work until required roads are placed back in service.

33. Water supplies required for fire protection are to be installed and made serviceable prior to the issuance of a building permit and/or combustible construction being initiated. In the event that the fire protection water supply is not maintained, PCFSD reserves the right to stop work until the required water supply for fire protection is placed back in service. Water supplies for fire protection must be clearly identified in a manner to prevent obstruction by parking and/or other obstructions. Each water supply for fire protection must be marked with an approved flag to identify its location during winter conditions. (UFC 901.2 and 901.4.3)

34. All dwelling, guest houses and out buildings over 750 square feet must be constructed with a fire sprinkler system installed, as required and approved by the PCFSD. In some instances, PCFSD may require building exteriors to be fire sprinkled depending on the fire hazard rating, type of existing vegetation, fuel break clearing limits, slope degree and orientation or types of building materials being used.

35. Utilities shall have the right to install, maintain, and operate their equipment above and below ground and all other related facilities within the Public Utility Easements identified on this plat and/or easements as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the PUE. The utility may require the lot owner to remove all structures within the PUE at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the PUE or any other obstruction which interferes with the use of the PUE without the prior written approval of the utilities with facilities in the PUE.

36. Any residence proposed for construction in a Ridgeline Protection Area identified in this Plat must comply with certain requirements of the Development Agreement that are generally summarized as follows: No proposed building form shall break the natural line of the protected ridgeline when viewed from U.S. Highway 40, Interstate 80, Highway 248 or the Brown's Canyon Road. A building that is located a minimum of 50 vertical feet below the ridgeline will generally meet the requirement of not breaking the ridgeline. A building that does not break the ridgeline as viewed from the designated roadways and that meets the requirements of the Supplemental Design Guidelines shall be deemed to fulfill all ridgeline requirements. The County or the Design Reviewer may require special studies to assure that proposed construction meets the ridgeline requirements of the Development Agreement, however it is the sole responsibility of the owner to ensure that a building does not violate the ridgeline requirements of the Development Agreement.

SPECIAL NOTES

1. Declarant hereby grants, for the use and benefit of the lots within this plat, a perpetual easement for ingress and egress over the ridge line across the ridge line identified as Ridge Line and Promontory Ranch Road in this plat. The grant of easement is subject to the general note 30.

2. Any property in a Preservation Area identified in this plat must comply with certain requirements of the development Agreement that are generally summarized as follows: no development of structures intended for occupancy is permitted. A driveway, road or other path is prohibited.

PROMONTORY RIDGE PHASE I LOCATED IN SECTION 1 AND SECTION 2, TOWNSHIP 1 SOUTH, RANGE 4 EAST SALT LAKE BASE AND MERIDIAN SUMMIT COUNTY, UTAH

SHEET 1 OF 2 FINAL PLAT DECEMBER 01, 2005

ACCESS EASEMENT NO. 1 (PROMONTORY RANCH ROAD):

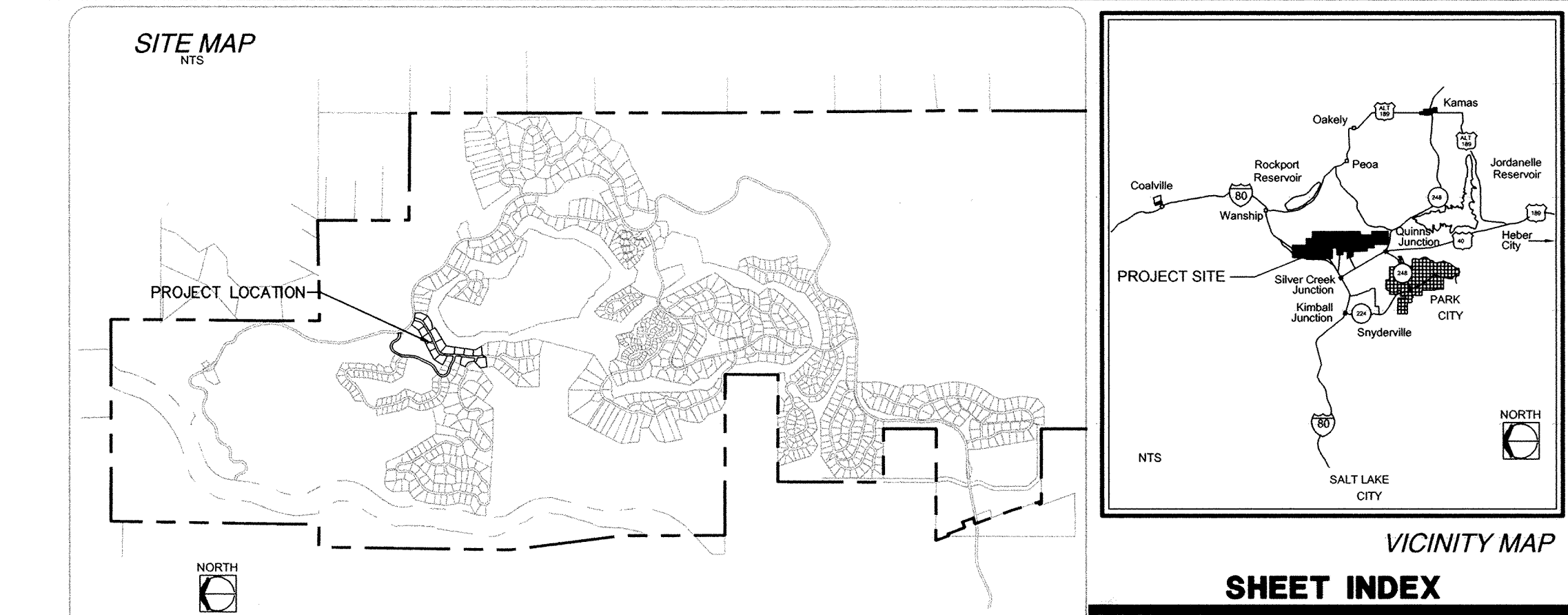
A 50.00 foot wide right-of-way lying 25.00 feet each side of the centerline more particularly described as follows:

Beginning at a point which is North 89°42'38" West along the Section Line 1097.82 feet and North 2105.78 feet from the Southwest Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being North 89°42'38" West 4821.42 feet between said Southwest Corner and the Northeast closing Corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian), said point also being on the East Right of Way Line of I-80; and running thence South 72°38'09" East 64.86 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears South 172°51'51" West; thence Southeastery along the arc of said curve 143.34 feet through a central angle of 54°45'11"; thence South 175°52'58" East 56.62 feet to a point of curvature of a 150.00 foot radius curve to the left, the center of which bears North 72°07'02" East; thence Southeastery along the arc of said curve 445.50 feet through a central angle of 170°10'02"; thence North 08°03'00" West 71.59 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears North 81°57'00" East; thence Northeastly along the arc 300.59 feet through a central angle of 114°56'12" to a point of reverse curvature of a 180.00 foot radius curve to the left, the center of which bears North 16°53'12" East; thence Northeastly along the arc of said curve 244.28 feet through a central angle of 77°45'28"; thence North 29°07'44" East 171.75 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 60°52'16" East; thence Northeastly along the arc of said curve 218.93 feet through a central angle of 62°43'07" to a point of reverse curvature of a 450.00 foot radius curve to the left, the center of which bears North 01°50'51" East; thence Northeastly along the arc of said curve 434.96 feet through a central angle of 55°22'51" to a point of reverse curvature of a 400.00 foot radius curve to the right, the center of which bears South 53°32'00" East; thence Northeastly along the arc of said curve 591.74 feet through a central angle of 84°45'38" to a point of reverse curvature of a 180.00 foot radius curve to the left, the center of which bears North 31°13'38" East; thence Northeastly along the arc of said curve 350.38 feet through a central angle of 11°31'44"; thence North 09°41'54" East 146.94 feet to a point of curvature of a 155.00 foot radius curve to the right, the center of which bears South 80°18'06" East; thence Northeastly along the arc of said curve 389.47 feet through a central angle of 14°58'01"; thence South 26°20'05" East 504.24 feet to a point of curvature of a 300.00 foot radius curve to the left, the center of which bears North 63°39'55" East; thence Southeastly along the arc of said curve 188.35 feet through a central angle of 35°58'17"; thence South 62°18'22" East 71.75 feet to a point of curvature of a 1000.00 foot radius curve to the left, the center of which bears North 27°41'38" East; thence Southeastly along the arc of said curve 68.31 feet through a central angle of 03°54'49" to a point of reverse curvature of a 1000.00 foot radius curve to the right, the center of which bears South 23°46'49" West; thence Southeastly along the arc of said curve 136.98 feet through a central angle of 07°50'55"; thence South 58°22'16" East 209.26 feet to a point of curvature of a 150.00 foot radius curve to the right, the center of which bears South 31°37'44" West; thence Southeastly along the arc of said curve 144.95 feet through a central angle of 55°22'01" to a point of reverse curvature of a 150.00 foot radius curve to the left, the center of which bears North 86°59'45" East; thence Southeastly along the arc of said curve 185.52 feet through a central angle of 70°51'43" to a point of reverse curvature of a 150.00 foot radius curve to the right, the center of which bears South 16°08'02" West; thence Southeastly along the arc of said curve 91.93 feet through a central angle of 35°06'58" to a point of compound curvature of a 1275.00 foot radius curve to the right, the center of which bears South 51°15'00" West; thence Southeastly along the arc of said curve 801.97 feet through a central angle of 36°02'19"; thence South 02°42'41" East 93.53 feet to a point of curvature of a 785.00 foot radius curve to the right, the center of which bears South 87°17'19" West; thence Southeastly along the arc of said curve 345.79 feet through a central angle of 25°14'20"; thence South 22°31'39" West 190.55 feet to a point of curvature of a 700.00 foot radius curve to the right, the center of which bears North 67°28'21" West; thence Southeastly along the arc of said curve 129.99 feet through a central angle of 10°38'24"; thence South 33°10'03" West 258.32 feet to a point of curvature of a 700.00 foot radius curve to the left, the center of which bears South 58°49'57" East; thence Southeastly along the arc of said curve 347.82 feet through a central angle of 28°28'09"; thence South 04°15'54" West 61.80 feet to the North Line of said Section 2, Township 1 South, Range 4 East, said point being North 89°42'38" West along the Section Line 241.01 feet from said Northeast Closing Corner Section 2; thence South 04°41'54" West 514.66 feet to a point of curvature of a 500.00 foot radius curve to the left, the center of which bears South 85°18'06" East; thence Southeastly along the arc of said curve 186.79 feet through a central angle of 21°24'15"; thence South 16°42'21" East 885.72 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears South 73°17'39" West; thence Southeastly along the arc of said curve 110.16 feet through a central angle of 21°02'22"; thence South 04°20'01" West 248.60 feet to a point of curvature of a 450.00 foot radius curve to the left, the center of which bears South 85°39'59" East; thence Southeastly along the arc of said curve 800.99 feet through a central angle of 10°15'09"; thence North 82°20'56" East 257.77 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears South 07°39'04" East; thence Southeastly along the arc of said curve 759.17 feet through a central angle of 72°29'45"; thence South 25°09'19" East 210.56 feet to a point of curvature of a 825.00 foot radius curve to the left, the center of which bears North 64°50'41" East; thence Southeastly along the arc of said curve 565.47 feet through a central angle of 39°16'17"; thence South 64°25'36" East 226.18 feet to a point of curvature of a 450.00 foot radius curve to the right, the center of which bears South 25°34'24" West; thence Southeastly along the arc of said curve 473.86 feet through a central angle of 60°20'02"; thence South 04°05'34" East 248.72 feet to a point of curvature of a 700.00 foot radius curve to the left, the center of which bears North 85°54'26" East; thence Southeastly along the arc of said curve 880.95 feet through a central angle of 72°06'24"; thence South 76°11'58" East 74.30 feet to a point of curvature of a 550.00 foot radius curve to the right, the center of which bears South 13°48'02" West; thence Southeastly along the arc of said curve 343.87 feet through a central angle of 35°49'22"; thence South 04°22'36" East 142.99 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears South 49°37'24" West; thence Southeastly along the arc of said curve 452.28 feet through a central angle of 43°11'24"; thence South 02°48'48" West 426.33 feet to a point of curvature of a 400.00 foot radius curve to the left, the center of which bears South 87°11'12" East; thence Southeastly along the arc of said curve 388.76 feet through a central angle of 55°41'11"; thence South 52°52'23" East 117.83 feet to a point of curvature of a 250.00 foot radius curve to the right, the center of which bears South 37°07'37" West; thence Southeastly along the arc of said curve 162.86 feet through a central angle of 37°19'31"; thence South 15°32'52" East 482.23 feet to a point of curvature of a 475.00 foot radius curve to the right, the center of which bears South 74°27'08" West; thence Southeastly along the arc of said curve 698.47 feet through a central angle of 84°15'04"; thence South 68°42'12" West 856.11 feet to a point of curvature of a 450.00 foot radius curve to the left, the center of which bears South 21°17'48" East; thence Southeastly along the arc of said curve 1316.44 feet through a central angle of 16°36'51"; thence North 81°05'21" East 125.23 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 08°54'39" East; thence Southeastly along the arc of said curve 448.01 feet through a central angle of 128°24'00"; thence South 29°26'01" West 679.84 feet to a point of curvature of a 600.00 foot radius curve to the left, the center of which bears South 60°33'59" East; thence Southeastly along the arc of said curve 644.76 feet through a central angle of 61°34'11"; thence South 32°08'17" East 330.66 feet to the North Line of Section 13, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being North 89°19'08" West along the Section Line 2250.17 feet from the Northeast Corner of said Section 13; thence South 32°08'10" East 147.22 feet to a point of curvature of a 300.00 foot radius curve to the left, the center of which bears North 57°51'50" East; thence Southeastly along the arc of said curve 273.07 feet through a central angle of 52°09'06"; thence South 84°17'16" East 148.29 feet to a point of curvature of a 200.00 foot radius curve to the right, the center of which bears South 05°42'44" West; thence Southeastly along the arc of said curve 367.72 feet through a central angle of 105°20'41"; thence South 21°03'25" West 190.03 feet to a point of curvature of a 675.00 foot radius curve to the right, the center of which bears North 68°56'35" West; thence Southeastly along the arc of said curve 158.27 feet through a central angle of 132°06'51" to a point of reverse curvature of a 1375.00 foot radius curve to the left, the center of which bears South 55°30'30" East; thence Southeastly along the arc of said curve 658.56 feet through a central angle of 27°28'31" to a point of reverse curvature of a 350.00 foot radius curve to the right, the center of which bears North 82°57'01" West; thence Southeastly along the arc of said curve 156.63 feet through a central angle of 25°38'26"; thence South 32°41'25" West 396.06 feet to a point of curvature of a 925.00 foot radius curve to the right, the center of which bears North 57°18'35" West; thence Southeastly along the arc of said curve 471.27 feet through a central angle of 29°11'29"; thence South 61°52'54" West 590.62 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears North 28°07'06" West; thence Westery along the arc of said curve 288.79 feet through a central angle of 55°09'17"; thence North 62°57'49" West 531.88 feet to a point of curvature of a 500.00 foot radius curve to the left, the center of which bears South 27°02'11" West; thence Southeastly along the arc of said curve 855.07 feet through a central angle of 97°59'03"; thence South 19°03'08" West 160.57 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears North 11°01'49" West; thence Southeastly along the arc of said curve 576.66 feet through a central angle of 55°04'02"; thence South 74°07'10" West 208.56 feet to the West Line of said Section 13, said point being North 00°12'10" East along the Section Line 2118.93 feet from the Southwest Corner of said Section 13; thence South 74°07'10" West 23.37 feet to a point of curvature of a 600.00 foot radius curve to the left, the center of which bears South 15°52'50" East; thence Southeastly along the arc of said curve 24.79 feet through a central angle of 02°22'01"; thence South 71°45'09" West 198.80 feet to a point of curvature of a 600.00 foot radius curve to the right, the center of which bears North 18°14'51" West; thence Southeastly along the arc of said curve 211.52 feet through a central angle of 20°11'54"; thence North 88°02'57" West 1206.78 feet to a point of curvature of a 800.00 foot radius curve to the left, the center of which bears South 01°57'03" West; thence Southeastly along the arc of said curve 1317.81 feet through a central angle of 94°22'51"; thence South 02°25'48" East 321.83 feet to a point of curvature of a 1200.00 foot radius curve to the right, the center of which bears South 87°34'12" West; thence Southeastly along the arc of said curve 224.47 feet through a central angle of 104°30'44"; thence South 08°17'16" West 200.42 feet to a point of curvature of a 750.00 foot radius curve to the left, the center of which bears South 81°42'44" East; thence Southerly along the arc of said curve 203.57 feet through a central angle of 153°30'77"; thence South 07°15'51" East 185.53 feet to a point of curvature of a 500.00 foot radius curve to the right, the center of which bears South 82°44'09" West; thence Southerly along the arc of said curve 79.81 feet through a central angle of 09°08'44" to the South Line of Section 14, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being South 89°45'21" East along the Section Line 207.87 feet from the South Quarter Corner of said Section 14; thence continuing Southerly along the arc of said lot mentioned curve 178.03 feet through a central angle of 20°24'04"; thence South 22°16'56" West 178.56 feet to a point of curvature of a 700.00 foot radius curve to the right, the center of which bears North 67°43'04" West; thence Southeastly along the arc of said curve 789.75 feet through a central angle of 64°38'30"; thence South 86°55'26" West 732.10 feet to a point of curvature of a 1000.00 foot radius curve to the left, the center of which bears South 03°04'34" East; thence Southeastly along the arc of said curve 138.83 feet through a central angle of 07°57'15"; thence South 78°58'11" West 943.91 feet to a point of curvature of a 1000.00 foot radius curve to the right, the center of which bears North 11°01'49" West; thence Southeastly along the arc of said curve 214.98 feet through a central angle of 12°19'03"; thence North 88°42'46" West 145.43 feet to the East Line of Section 22, Township 1 South, Range 4 East, Salt Lake Base and Meridian, said point being South 00°34'53" East along the Section Line 1042.67 feet from the Northeast Corner of said Section 22; thence North 88°42'46" West 494.23 feet to a point of curvature of a 993.00 foot radius curve to the left, the center of which bears South 01°17'14" West; thence Southeastly along the arc of said curve 461.64 feet through a central angle of 26°38'11"; thence South 64°39'03" West 544.89 feet to a point of curvature of a 300.00 foot radius curve to the right, the center of which bears North 25°20'57" West; thence Southeastly along the arc of said curve 187.39 feet through a central angle of 35°47'22"; thence North 79°33'35" West 197.19 feet to the point of terminus.

Together with an easement more particularly described as follows:

Beginning at a point which is South 00°24'17" West along the Section Line 2634.64 feet and West 1025.20 feet from the Northeast Corner of Section 35, Township 1 North, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°24'17" West 5268.15 feet between said Northeast Corner and the Southeast Corner of said Section 35); and running thence South 27°41'38" West 60.00 feet; thence North 62°18'22" West 187.74 feet; thence North 28°11'37" West 92.77 feet; thence North 09°39'06" West 175.40 feet; thence North 63°39'55" East 60.00 feet; thence South 36°13'26" East 140.25 feet; thence South 32°52'03" East 240.83 feet to the point of beginning.

Containing 1.01 acres more or less.



PROMONTORY PROMONTORY RIDGE PHASE 1 LEGAL DESCRIPTION: A parcel of land located in Section 1 and Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian; and being more particularly described as follows:

Beginning at a point which bears South 01°28'53" East along the Section Line 2326.76 feet and East 101.93 feet from the Northeast Corner of Section 2, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°42'38" East 4821.42 feet between the Northeast Corner of said Section 2 and the Southwest Corner of said Section 35, both corners being found monuments), said point being on the Southerly right of way of Promontory Ranch Road (a.k.a. Access Easement No. 1) and thence to a point on a curve having a 475.00 foot radius curve to the left, the center of which bears North 34°42'54" East, thence along the arc of said curve 323.45 feet through a central angle of 39°03'56"; thence South 03°56'19" East 149.68 feet; thence South 25°00'02" West 191.65 feet; thence North 89°48'30" West 128.53 feet; thence South 23°39'03" West 113.56 feet; thence North 81°25'27" West 154.81 feet; thence South 33°43'45" East 76.51 feet; thence South 53°34.36 feet; thence South 08°00'49" West 717.91 feet; thence South 07°37'10" East 22.81 feet; thence South 15°31'39" East 19.12 feet; thence South 29°12'24" East 64.07 feet; thence South 32°00'39" East 95.36 feet; thence South 84°47'01" West 231.75 feet; thence South 25°29'32" West 97.

