

WHEN RECORDED, MAIL TO:

Paul M. Durham, Esq.  
Durham Jones & Pinegar  
111 E. Broadway, Suite 900  
Salt Lake City, UT 84111

Affects Parcel Nos. 20-26-300-002  
and 20-26-100-006

**DECLARATION AND GRANT  
OF  
WATER LINE EASEMENT**

THIS DECLARATION AND GRANT OF WATER LINE EASEMENT (this "Declaration") is made and entered effective the 1<sup>st</sup> day of April, 2015, by and among RICHARD H. JENSEN, and CRAIG D. JENSEN (collectively, the "Jensens"), and ROBERT S. BOWMAN ("Owner").

RECITALS

A. The Owner owns approximately 87.54 acres of real property located in West Jordan, Salt Lake County, State of Utah (the "Property"). A graphic description of the Property, illustrated as the "Southwest Parcel", is set forth in Exhibit "A" attached hereto and incorporated herein by reference.

B. The Jensens own approximately 200.95 acres of real property in West Jordan, Salt Lake County, State of Utah, more particularly described in Exhibit "B" attached hereto (the "Adjacent Parcel"), which is located directly east and northeast of the Property on the opposite side of the Mountain View Corridor. A graphic description of the Adjacent Parcel, identified as the "North Parcel" and the "Southeast Parcel", is set forth in Exhibit "A" attached hereto.

C. The Owner desires to grant and the Jensens desire to receive a non-exclusive, twenty foot (20') wide easement upon, over and across that certain portion of the Property as more particularly described in Exhibit "C" attached hereto and incorporated herein by reference (the "Easement Property"). A graphic description of the Easement Property is set forth in Exhibit "D" attached hereto and incorporated herein by reference. The Easement Property is intended to be used, on a non-exclusive basis, by the Jensens for installation, access to, construction, and maintenance of an underground sixteen inch (16") culinary water line (or greater size if required by West Jordan City (the "City")), and all necessary or desirable accessories and appurtenances thereto (collectively the "Water Line").

D. The Owner and the Jensens desire to memorialize the use of the Easement Property and provide for the improvement, maintenance and upkeep of the Water Line and to subject the Property and/or the Easement Property to the agreements, conditions and rights set forth herein.

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom and other good and valuable consideration acknowledged and received by each of the parties hereto, the Owner and the Jensens hereby agree as follows:

### TERMS

1. Grant of Easement. The Owner hereby grants and conveys to the Jensens a non-exclusive easement and right of way (the "Easement") upon, over and across the Easement Property to be utilized solely for the construction, reconstruction, operation, maintenance, repair, replacement and removal of the underground Water Line for the sole benefit of the Adjacent Parcel. In addition to the Easement Property, the Jensens shall be granted a temporary construction easement ten feet (10') on either side of the Easement Property to facilitate construction of the Water Line, commencing on the first day of construction of the Water Line and terminating on the earlier of (a) the final date of construction, or (b) ninety (90) days after the commencement of construction of the Water Line, as such 90-day period shall be extended for any period of construction delay caused by acts of God, weather, fire or other casualty, or other reason not the fault of the Jensens (financial inability excepted). The Jensens shall not have the right to increase the size of the Water Line (unless required by the City prior to the construction of the Water Line) or to install more than one Water Line in the Easement Property. In the event that the Easement Property does not abut a public road, the Easement includes a limited right of vehicular ingress and egress to and from the Easement Property over and across the Property using such routes and at such times as may be designated and changed by the Owner from time to time; provided, however, (a) the Jensens' rights of ingress and egress shall not unreasonably interfere with the use of the Property by Owner; and (b) any such right of ingress and egress shall terminate if the Easement Property subsequently abuts a public road. The Easement Property shall be utilized by the Jensens so as to minimize any damages to the Property and to avoid any adverse impact on the use and enjoyment of the Property by the Owner and its successors and assigns.

2. Shared, Nonexclusive Use. Exclusive use of the Easement Property is not hereby granted by the Owner. Instead, the Owner expressly reserves the right, for itself and its successors and assigns, to make use of the Property, including the right to place roads, sidewalks and other improvements on the Easement Property; provided, however, that Owner shall not construct any permanent buildings or structures requiring any subsurface footing on the Easement Property.

3. Permitted Use. The Easement shall be used by the Jensens for the purpose of installing and providing access to the Water Line and to maintain, repair, construct or otherwise upkeep the Water Line and shall extend to any and all contractors, subcontractors, joint venture partners, or consultants of the Jensens (or any assignee(s), successor(s) or tenant(s) of the Jensens) (collectively, the "Jensen Parties"); provided that the Jensens shall be responsible for any acts or omissions of the Jensen Parties.

4. Construction; Restoration.

(a) All of the work conducted by the Jensen Parties pursuant to the rights hereunder (the "Work") shall be conducted at the Jensen Parties' sole risk and expense. The Work shall conform to, and shall be conducted in accordance with any and all applicable ordinances, laws, rules and regulations relating to building, fire, sanitary, safety and other relevant matters. The Jensens shall pursue any and all of the Work diligently to completion. The Jensens shall bury the Water Line at least five (5) feet below the existing mean grade of the Easement Property. The Jensens shall not permit any lien or claim of mechanics, laborers or materialmen to be recorded against the Property, or any part thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by the Jensens. If such lien is recorded against the Property, then, within fifteen (15) days after the Jensens receive notice of the filing or recording of any such lien, the Jensens shall cause the same to be discharged of record.

(b) The Jensens shall design, improve and construct, to the satisfaction of the Jensens, the Water Line at the sole cost and expense of the Jensens. Upon the completion of the Water Line, the Jensens shall deliver to the Owner an "as built" survey showing the exact location and depth of the Water Line.

(c) The Jensens agree that if, in connection with the use, occupation and enjoyment of the Easement Property, any portion of the Property or any improvements located thereon are damaged or disturbed by the Jensen Parties, then, the Jensens shall promptly (and in any event within twenty (20) days) repair or replace the Property or any improvements located thereon to a condition substantially similar to that existing before any such damage or disturbance. The Jensens agree to pay to the Owner, within 30 days after receipt of an invoice therefor from the Owner, the amount of any losses to the Owner or damages to the Property, which were not remedied by the Jensens, arising from or related to the Jensens or their contractor performing the Work on the Property.

(d) In the event the Jensens fail to perform any of their obligations under this Declaration within the time period set forth herein, the Owner shall have the right to perform in the Jensens' stead any obligation that the Jensens have failed to perform, and the Owner shall be reimbursed within ten (10) business days after demand for any reasonable cost incurred by the Owner, with interest thereon at the rate of fourteen percent (14%) per annum from the date of such expenditure until paid in full, with interest.

(e) The terms of this Section shall survive the termination or expiration of this instrument.

5. Amendment and Termination. This Declaration may not be amended or modified except with the consent of the Owner and the Jensens and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Salt Lake County, Utah.

6. Default. No person shall be deemed to be in default of any provision of this Declaration except upon the expiration of twenty (20) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration, unless such person, prior to the expiration of said twenty (20) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including, without limitation, specific performance, reasonable expenses, attorney fees and costs.

7. Maintenance and Repair of Water Line. After the Jensens have completed the Water Line improvements, the Jensens shall be responsible to maintain, repair, and otherwise maintain the Water Line in good working condition and repair. The Jensens and their successors and assigns shall be irrevocably responsible to pay all costs and expenses incurred from the date of this Declaration going forward to maintain, repair and keep the Water Line in satisfactory condition. If for any reason the Water Line is dedicated as a public element and/or accepted by a mutually permitted party, then the repair and maintenance responsibilities described herein shall terminate, but only to the extent that such public element and/or mutually permitted party performs such maintenance and repair as required hereunder.

8. Relocation.

(a) In the event (i) the Jensens have not commenced construction of the Water Line and (ii) the Owner desires to change the location of the Easement Property, then, upon Owner's request, the Owner and the Jensens shall execute and record in the Salt Lake County Recorder's Office an amendment to this Declaration to relocate the Easement to the new location on the Property reasonably designated by the Owner so long as such new location is a size similar to the Easement granted hereby and is suitable for the Jensens' use as described herein.

(b) In the event neither the Jensens nor the Owner have commenced construction of the Water Line, and the City requires the Jensens to change the location of the Water Line and/or the Easement Property (e.g., to coordinate with the location of a proposed road), then, upon the Jensens' request, the Owner and the Jensens shall execute and record in the Salt Lake County Recorder's Office an amendment to this Declaration to relocate the Easement to the new location on the Property as required by the City so long as such new location is a size similar to the Easement granted hereby; provided, however, that (1) Jensens shall promptly notify the Owner after the Jensens first become aware of any City request or proposal to relocate the Water Line and/or Easement Property; (2) the Owner shall have the right to object to the City with respect to such relocation and negotiate with the City regarding any proposed new location for the Water Line and or the Easement Property, and (3) any such new location shall not materially interfere with the Owner's use or intended development of the Property.

(c) In addition to the right of the Owner to relocate the Easement in accordance with Section 8(a) above, after the construction of the Water Line, the Owner shall have the right to relocate the Easement and the Water Line at its sole cost and expense upon reasonable written notice to the Jensens; provided that, the Owner's relocation of the Water Line shall not interfere with the operation thereof and the new Easement location shall be of a size similar to the

Easement granted hereby and shall be suitable for the Jensens' use as described herein. The Owner shall exercise its relocation rights hereunder in a manner to avoid any interruption in the operation of the Water Line. The Jensens agree to cooperate with the Owner in recording in the Salt Lake County Recorder's Office, any document memorializing such relocation.

9. Construction of the Water Line by the Owner. In the event (i) the Jensens have not commenced construction of the Water Line, and (ii) in connection with the development of the Property, the Owner constructs the Water Line in accordance with the specifications provided in this Declaration and with the applicable governmental requirements and specifications, and stubs the Water Line to the east perimeter of the Easement Property, then (a) the Jensens shall have the right to connect to such Water Line for the sole benefit of the Adjacent Parcel pursuant to rules and specifications reasonably promulgated by the Owner, which shall grant to the Jensens and their successors and assigns the irrevocable right to receive water to the same extent as permitted by this Declaration, and (b) if the Jensens accept the rules and regulations proposed by Owner, the Easement granted to the Jensens hereunder shall terminate and be of no further force or effect; otherwise, the Easement granted by this Declaration shall continue in full force and effect.

10. Indemnification.

(a) The Owner shall indemnify and agrees to defend and hold the Jensens harmless from any claims, causes of action, damages, losses, litigation and/or expenses (including reasonable attorneys' fees and costs) (collectively, "Losses") arising from, or related to the use of the Easement Property by the Owner or the Owner's employees, contractors or agents or a breach of this Agreement by the Owner.

(b) The Jensens shall indemnify and agree to defend and hold the Owner harmless from any Losses arising from, or related to (a) the Water Line, except to the extent caused by the Owner or its employees, contractors or agents, (b) the use of the Easement Property or the Property by the Jensens or the Jensens' employees, contractors or agents, or (c) a breach of this Agreement by the Jensens.

11. Hazardous Substances. The Jensens shall not permit any contamination, dumping or other Hazardous Material (as defined below) caused by the Jensens or the Jensen Parties to be left or disposed on or under or to contaminate the Property in violation of Applicable Law (as defined below) and, further, shall not create, exacerbate or cause any Environmental Condition (as defined below) on or about the Property. For purposes hereof, "Environmental Condition" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the effects thereof, (c) noncompliance with or violation of Applicable Law including, without limitation, any lack of required governmental permits or approvals; "Hazardous Material" means (i) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (ii) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (iii) any asbestos or asbestos-containing material, PCBs or equipment or articles

containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons; and "Applicable Law" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

12. Disclaimer of Warranties. The Easement Property shall be accepted by the Jensens in its then-existing condition (that is, "as is," "where is," and "with all faults"), and the Owner has not made, and expressly disclaims, any actual or alleged representation or warranty, express or implied, with respect to the Easement Property, including, without limitation, any representation or warranty regarding the fitness or suitability of the Easement Property for the Jensens' intended use. The Jensens waives any claim of liability against the Owner based on any statement, representation, warranty, covenant, undertaking or agreement (except as provided in this Declaration) which may have been made by the Owner or any person representing or purporting to represent the Owner in connection with the Easement Property. The rights granted to the Jensens in this Declaration are subject to all other easements, exceptions, reservations, rights and encumbrances of record, enforceable in equity or evidenced physically on the Property.

13. Waiver. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

14. No Joint Venture; Merger. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

15. Choice of Law; Recordation. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration shall be recorded in the records of the County Recorder of Salt Lake County, Utah.

16. Successors and Assigns; Run with the Land. All of the provisions in this Declaration, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. All obligations of each party under this Declaration, if more than one person or entity is the successor or assign of such party, shall be jointly and severally binding on each such person or entity. The covenants agreed to and the restrictions imposed herein shall continue as a servitude running in perpetuity with the Easement Property and the Water Line and shall survive any death or termination of any party's existence. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land. Each party shall have the right, without prior written consent, to assign, transfer or otherwise convey the land owned by it or any portion thereof. By acquiring the Easement Property, the Adjacent Parcel or any portion thereof, the person so acquiring shall be deemed to have

consented to, and shall be bound by, each provision of this Declaration. Notwithstanding anything to the contrary, if the Property is subdivided into two or more lots, only those lots on which the Easement Property is located shall be burdened by this Declaration and the owner of any lots on which the Easement Property is not located shall have no further obligations under this Declaration.

17. No Third Party Beneficiaries; No Public Dedication. Nothing in this Declaration is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration. Nothing contained in this instrument shall be deemed or considered to be a dedication of all or any part of the Property for the general public or for any other public purpose whatsoever.

18. Authority of Signatory. Each person executing this Declaration certifies that he or she is duly authorized to execute this Declaration on behalf of the party for which he or she is signing, and that the person has the authority to bind said party to the terms of this Declaration.

19. Independent Provisions. If any provision herein is held invalid or unenforceable, such a finding shall not affect the validity of the remainder of the Declaration, the parties hereto hereby stipulate that all provisions are deemed severable and independent.

20. Counterparts. This Declaration and any originals of exhibits referred to herein may be executed in any number of duplicate originals or counterparts, each of which (when the original signatures are affixed together with the applicable acknowledgment) shall be an original but all of which shall constitute one and the same instrument.

21. Miscellaneous. The paragraph and other headings contained in this Declaration are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any of the provisions of this Declaration. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof. Further, the masculine gender shall include the female gender and neuter, and vice versa. The recital paragraphs set forth above are expressly incorporated in this Declaration by this reference. This Declaration represents the wording selected by the parties to define their agreement and no rule of strict construction shall apply against either party. Each party represents that it has had or has been advised to have the representation of its legal counsel in connection with the preparation of this Declaration. The words "hereof," "hereto," "herein" and "hereunder" and words of similar import, when used in this Declaration, shall refer to this Declaration as a whole and not to any particular provision of this Declaration. References herein to Paragraphs and Exhibits shall be construed as references to Paragraphs and Exhibits of this Declaration unless the context otherwise requires. Any terms defined in this Declaration in the singular shall have a comparable meaning when used in the plural, and vice versa.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereby enter into this Declaration effective as of the date first indicated above.

OWNER: *[Signature]*  
ROBERT S. BOWMAN

JENSENS: *[Signature]*  
RICHARD H. JENSEN

*[Signature]*  
CRAIG D. JENSEN

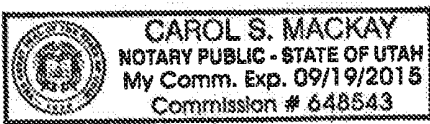
~~STATE OF See attached )  
: ss.  
COUNTY OF \_\_\_\_\_ )~~

~~The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by ROBERT S. BOWMAN.~~

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

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

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2015, by RICHARD H. JENSEN.

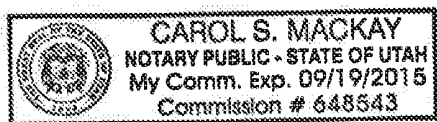


*[Signature]*  
Notary Public



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

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of March, 2015,  
by CRAIG D. JENSEN.



*Carol S. Mackay*  
\_\_\_\_\_  
Notary Public

# CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On 1st APR 2015 before me, KIRTI I PATEL Notary Public,

Date

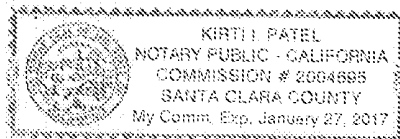
(here insert name and title of the officer)

personally appeared ROBERT S. BOLMAN

who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity~~(ies)~~, and that by his/~~her~~/~~their~~ signature~~s~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature] (Seal)

OPTIONAL

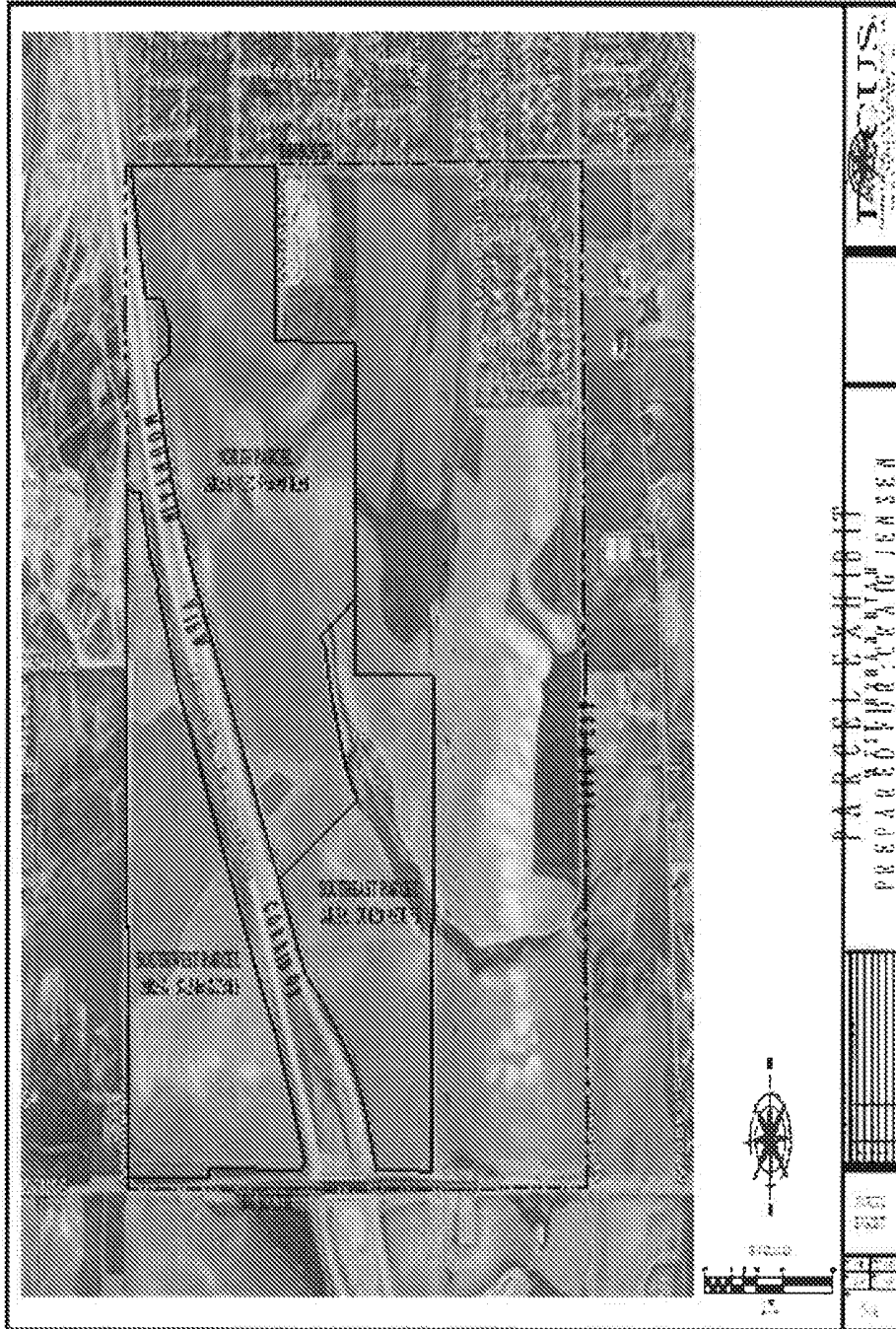
Description of Attached Document

Title or Type of Document: DECLARATION / GRANT OF LEASE BASED ON Number of Pages: 8

Document Date: 1st APR 2015 Other: \_\_\_\_\_

EXHIBIT "A"

GRAPHIC DESCRIPTION



**EXHIBIT "B"**

**(THE "ADJACENT PROPERTY")**

Real property located in the County of Salt Lake, State of Utah, and more particularly described as follows:

Parcel 1:

A portion of the NW1/4 & the SW1/4, and the SE1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan, Utah, more particularly described as follows:

Beginning at a point on the easterly line of that Real Property described in Deed Book 9969 Page 174 of the Official Records of Salt Lake County located N89°41'31"E along the Section line 44.72 feet and South 33.00 feet from the Northwest Corner of Section 26, T2S, R2W, S.L.B.& M. (Basis of Bearing: N89°58'36"E along the Section line from the Southwest Corner to the South ¼ Corner of said Section 26); thence N89°41'31"E 1,678.84 feet; thence S0°35'35"E 900.40 feet; thence N89°41'31"E 933.40 feet; thence S0°35'24"E 1,316.34 feet; thence S64°48'28"W 448.09 feet; thence S51°08'54"E 3.87 feet; thence S46°14'13"E 80.15 feet; thence S13°56'38"E 210.23 feet; thence S24°13'43"E 433.85 feet; thence S38°01'41"E 236.42 feet; thence S66°04'20"W 974.98 feet; thence S59°02'10"W 34.09 feet to the easterly line of said deed; thence along said deed the following 13 (thirteen) courses and distances: N32°46'47"W 1,812.02 feet; thence N30°26'24"W 206.28 feet; thence N49°05'36"E 37.47 feet; thence N40°54'24"W 149.31 feet; thence N23°38'36"W 378.38 feet; thence N19°32'35"W 357.21 feet; thence N3°54'49"E 133.37 feet; thence N70°27'25"E 126.81 feet; thence N8°24'01"E 127.59 feet; thence N31°04'25"W 179.83 feet; thence N85°48'05"W 145.75 feet; thence S75°58'16"W 48.42 feet; thence N14°59'13"W 697.16 feet to the point of beginning.

Parcel 2:

A portion of the NW1/4, the SW1/4, and the SE1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan, Utah, more particularly described as follows:

Beginning at a point on the northeasterly line of that Real Property described in Deed Book 9969 Page 174 of the Official Records of Salt Lake County located N89°58'39"E along the Section line 851.04 feet and N0°27'55"W 78.33 feet from the South ¼ Corner of Section 26, T2S, R2W, S.L.B.& M. (Basis of Bearing: S89°58'36"W along the Section line from the South 1/4 Corner to the Southwest Corner of said Section 26); thence along said deed the following 8 (eight) courses and distances: S89°59'21"W 247.31 feet; thence N88°20'54"W 231.29 feet; thence S89°44'12"W 154.95 feet; thence N20°15'48"W 224.19 feet; thence along the arc of a 1,108.00 foot radius curve to the left 561.17 feet through a central angle of 29°01'07" (chord: N34°46'21"W 555.19 feet); thence N49°17'50"W 102.69 feet; thence N50°42'49"W 469.01

feet; thence N32°46'47"W 561.33 feet; thence N59°02'10"E 34.09 feet; thence N66°04'20"E 974.98 feet; thence N38°01'41"W 236.42 feet; thence N24°13'43"W 433.85 feet; thence N13°56'38"W 210.23 feet; thence N46°14'13"W 80.15 feet; thence N51°08'54"W 3.87 feet; thence N64°48'28"E 448.09 feet; thence S0°35'24"E 387.57 feet; thence N89°43'51"E 856.99 feet; thence S0°27'55"E 2,572.19 feet to the point of beginning.

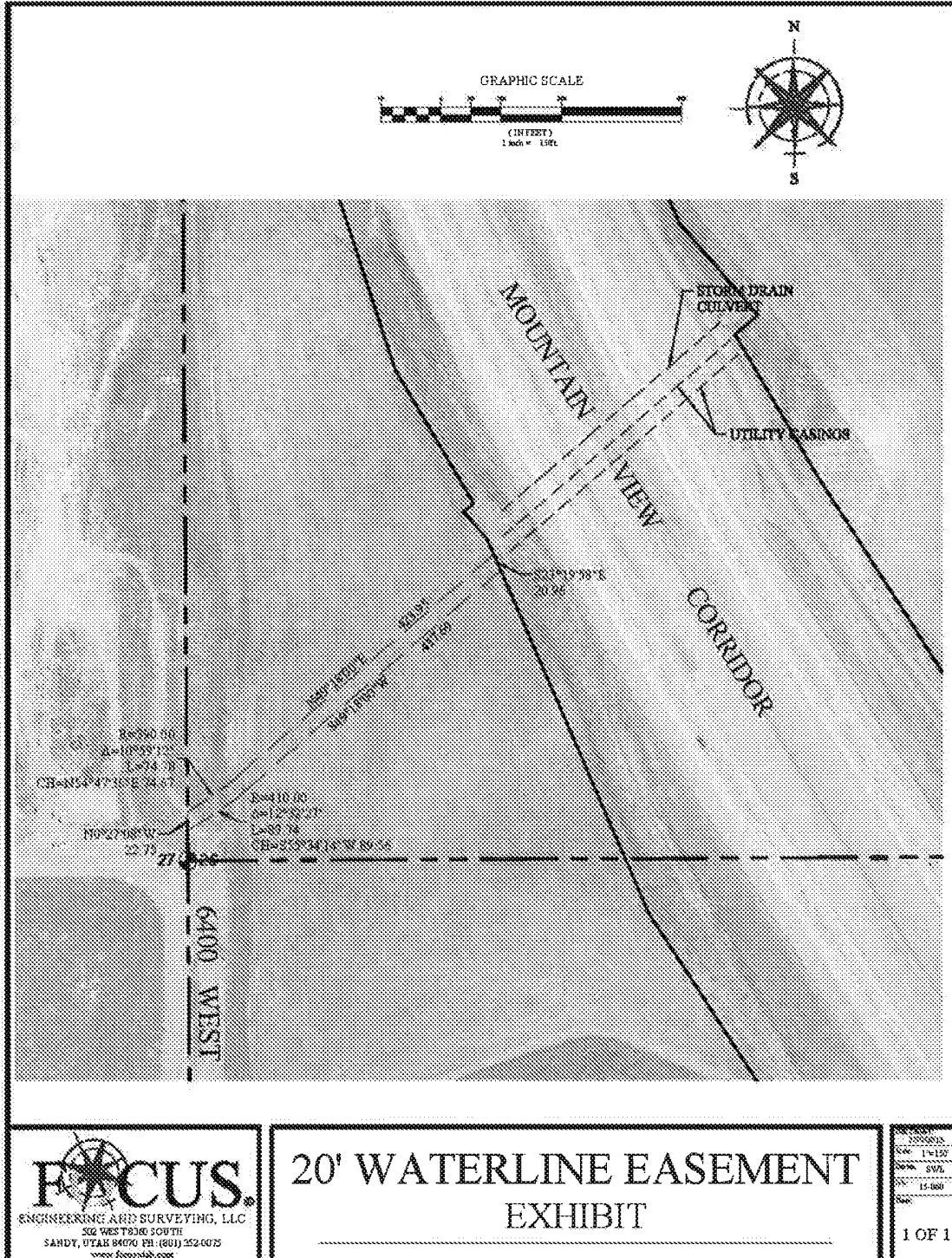
**EXHIBIT "C"**

**CULINARY WATER LINE EASEMENT  
(THE "EASEMENT PROPERTY")**

A 20.00 foot wide culinary water line easement located in a portion of the NW1/4 of Section 26, Township 2 South, Range 2 West, Salt Lake Base & Meridian, West Jordan, Utah, more particularly described as follows:

Beginning at a point located  $N0^{\circ}27'08''W$  along the Section line 38.23 feet from the West  $\frac{1}{4}$  Corner of Section 26, T2S, R2W, S.L.B. & M. (Basis of Bearing:  $N89^{\circ}58'36''E$  along the Section line from the Southwest Corner to the South  $\frac{1}{4}$  Corner of said Section 26); thence  $N0^{\circ}27'08''W$  along the Section line 22.75 feet; thence Northeasterly along the arc of a 390.00 foot radius non-tangent curve (radius bears:  $N29^{\circ}42'48''W$ ) 74.78 feet through a central angle of  $10^{\circ}59'12''$  (chord:  $N54^{\circ}47'36''E$  74.67 feet); thence  $N49^{\circ}18'00''E$  423.95 feet to the westerly right-of-way line of the Mountain View Corridor (Utah Dept. of Transportation); thence  $S23^{\circ}19'58''E$  along said right-of-way line 20.96 feet; thence  $S49^{\circ}18'00''W$  417.69 feet; thence along the arc of a 410.00 foot radius curve to the right 89.74 feet through a central angle of  $12^{\circ}32'27''$  (chord:  $S55^{\circ}34'14''W$  89.56 feet) to the point of beginning.

**EXHIBIT "D"**  
**GRAPHIC DESCRIPTION OF EASEMENT PROPERTY**



**FOCUS**  
 ENGINEERING AND SURVEYING, LLC  
 502 WEST 2300 SOUTH  
 SANDY, UTAH 84070 PH: (801) 252-0075  
 www.focus4eb.com

**20' WATERLINE EASEMENT**  
**EXHIBIT**

DATE	11/15/11
SCALE	1"=100'
PROJECT	597
DATE	11-08-11
DATE	

1 OF 1