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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: CDC, DEPUTY - WI 38 P.

After Recording Return To:

South Jordan City Recorder
1600 W. Towne Center Drive
South Jordan, Utah 84095

39
Space above for County Recorder's Use

Affecting Tax Nos. 26-24-300-027, 26-14-
202-003, 26-14-176-007, 26-14-176-006, 26-
14-202-101, 26-14-202-002

ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is made as of this 22nd day of July, 2013, by and between KENNECOTT LAND COMPANY, a Delaware corporation and DAYBREAK DEVELOPMENT COMPANY, a Delaware corporation f/k/a Kennecott Land Residential Development Company (collectively, the "Grantor"), and SOUTH JORDAN CITY, a Utah municipal corporation (the "City"). The following recitals of fact are a material part of this Agreement:

A. Grantor is the holder of legal title to a certain parcel of land in the Daybreak community located within the City (hereinafter referred to as the "Grantor Parcel");

B. The City wishes to receive and Grantor wishes to grant an easement for access over, upon and across a portion of the Grantor Parcel for a public sidewalk/trail, subject to the terms and conditions of this Agreement.

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

1. Grant of Access Easement. Grantor hereby grants to the City a non-appurtenant, non-exclusive, irrevocable and perpetual easement for pedestrian and other non-motorized recreational access over, upon and across that portion of the Grantor Parcel legally described in Exhibit "A" attached hereto and made a part hereof (the "Easement Area"). The foregoing grant specifically excludes the right of ingress and egress across the Grantor Parcel to and from the Easement Area.

2. Condition of the Easement Area. City accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects.

3. Construction, Repair and Maintenance. City, at its own cost and expense, shall repair and maintain (including replacement when necessary) the sidewalk/trail located on the Easement Area in a clean, sightly, safe, unobstructed, good and usable condition. City agrees that at all times the sidewalk/trail shall be no less than 12 feet in width.

4. Relocation. Should Grantor desire to relocate the sidewalk/trail located on the Easement Area, City shall allow Grantor to do so, at Grantor's expense and with no cost whatsoever to the City, upon reasonable notice and obtaining an Encroachment Permit from the City, and upon plans for the relocated sidewalk/trail being approved by the City, so long as Grantor provides another suitable location and the associated right of way or easement on its property to City at no additional cost to City, and relocation shall tie into the sidewalk/trail to maintain a continuous sidewalk/trail as currently exists.

5. Compliance with Laws. City agrees, and shall cause its agents and employees, to comply with all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Agreement and the work contemplated hereunder on the Easement Area (collectively, "Laws").

6. Liens. City shall at all times keep the Grantor Parcel (including the Easement Area) free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of City. In the event any mechanics' lien or similar lien is recorded against the Grantor Parcel (including the Easement Area) on account of any act by or on behalf of City, City shall, within 45 days after notice from Grantor, cause such mechanics' lien to be removed from the Easement Area.

7. Indemnity.

(a) The City shall indemnify, defend and hold Grantor and every other member of the "Rio Tinto Group" (meaning the dual listed company structure incorporating Rio Tinto plc and Rio Tinto Limited, and any person or entity which controls, is controlled by, or is under common control with either of them) and their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants, or representatives (collectively, the "Grantor Indemnified Parties") harmless from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the use of the Easement Area by the City or the public. City shall have no obligation to indemnify pursuant to this Section if and to the extent that the relevant claim or liabilities are caused by the active negligence or willful misconduct of the Grantor Indemnified Party; provided, however, this provision shall not relieve City of any pro rata, proportional, contributory or other allocation of liability or fault imposed by all applicable Laws, regulations and rules of any local, state and federal governmental agency applicable to a party, this Agreement, or City's use of the Easement Area. The City will be reimbursed for costs and fees incurred in defense of claims not covered by the City's indemnity obligations hereunder.

(b) It is not necessary for a Grantor Indemnified Party to incur expense or make payment before enforcing a right of indemnity under this Section. The Grantor Indemnified Party shall have the right to retain legal counsel, at its expense, to participate in the defense of any such suit or action. No such suit or action shall be settled, discontinued, nor shall judgment be permitted to be entered without the written consent of the Grantor Indemnified Party, which consent shall not be unreasonably withheld.

(c) Except as may be caused by the negligence or willful misconduct of Grantor, City assumes all risk of damage to property or injury to persons in or about the Easement Area arising from any cause and City hereby waives all claims in respect thereof against Grantor.

(d) Grantor shall indemnify and hold City and its directors, officers, employees, agents, contractors, subcontractors, advisors, consultants, or representatives (collectively, the "City Indemnified Parties") harmless from and against any and all liability, loss, damage, costs and expenses (including reasonable attorneys' fees) for injury to person or death or property damage arising out of or resulting from the active negligence and willful misconduct of Grantor. Grantor shall have no obligation to indemnify pursuant to this Section if and to the extent that the relevant claim or liabilities are caused by a City Indemnified Party; provided, however, this provision shall not relieve Grantor of any pro rata, proportional, contributory or other allocation of liability or fault imposed by all applicable Laws, regulations and rules of any local, state and federal governmental agency applicable to a party or this Agreement.

(e) The terms of this Section shall survive termination of this Agreement.

8. Insurance. At all times while this Agreement is in effect, City shall maintain a policy of general liability insurance with respect to the Easement Area and City's activities thereon, written on an occurrence basis and including contractual liability coverage to cover City's indemnity obligations hereunder. Such policy shall have a limit of liability of \$2,000,000 combined single limit per occurrence; provided, however, that, at Grantor's request, the insurance limit shall be adjusted no more frequently than every five (5) years to reflect changes in the value of the dollar. Within 10 days after request by Grantor, City shall provide to Grantor evidence of insurance meeting the requirements of this Section in a form acceptable to Grantor. The insurance referenced in this Section may be provided under (a) a blanket policy (or policies) which includes other liabilities, properties, and locations of City; so long as the amount and coverage of insurance required to be carried hereunder is not diminished, (b) a plan of self-insurance, or (c) a combination of any of the foregoing insurance programs.

9. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the Grantor Parcel and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. The City may not assign this Agreement without the express written consent of Grantor, which consent Grantor may grant or deny it is sole, subjective discretion.

10. Notices. All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, addressed as follows:

If to Grantor:

Kennecott Land Company
4700 Daybreak Parkway, Suite 35
South Jordan, Utah 84095
Attn: Land Development and Construction

If to the City:

City Recorder
1600 W. Towne Center Drive
South Jordan, Utah 84095

Either party may change the name of the person or address to which notices or other communications are to be given by so notifying the other party.

11. Miscellaneous.

(a) Nothing contained in this Agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

(b) This Agreement sets forth the entire understanding of the parties as to the matters set forth herein and cannot be altered or otherwise amended, except pursuant to an instrument in writing signed by each of the parties hereto.

(c) In the event it becomes necessary for any party hereto to employ an attorney in order for such party to enforce its rights hereunder, either with or without litigation, the non-prevailing party of such controversy shall pay to the prevailing party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the prevailing party in enforcing its rights hereunder.

(d) This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

(e) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, condition, and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law, so long as removing the severed portion does not materially alter the overall intent of this Agreement.

(f) The parties shall not, by this Agreement nor by any act of either party, be deemed principal and agent, limited or general partners, joint venturers or to have any other similar relationship to each other in the conduct of their respective businesses, or otherwise.

(g) Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

(h) Each undersigned represents and warrants that each has been duly authorized by all necessary corporate, company or municipal action, as appropriate, to execute this Agreement for and on behalf of the respective parties.

(i) The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

(j) This Agreement may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[SIGNATURE PAGES FOLLOW]

GRANTOR:

KENNECOTT LAND COMPANY, a Delaware corporation

By *Ty McCutcheon*

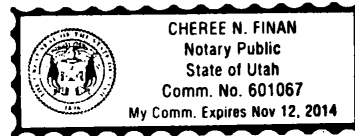
Print Name Ty McCutcheon

Its VICE PRESIDENT DAYBREAK

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

The foregoing instrument was acknowledged before me this 10th day of July 2013, by Ty McCutcheon as Vice President Daybreak of KENNECOTT LAND COMPANY, a Delaware corporation.

Cheree N. Finan
NOTARY PUBLIC
Residing at: Salt Lake County
My Commission Expires: 11-12-2014



CITY:

SOUTH JORDAN CITY
a Utah municipal corporation

By John H. Geilmann
Print Name John H. Geilmann
Its City manager

Approved as to form:

[Signature]
Assistant City Attorney

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

The foregoing instrument was acknowledged before me this 26 day of JULY, 2013, by John H. Geilmann as City Manager of South Jordan City, a Utah municipal corporation

Melanie Edwards
NOTARY PUBLIC
Residing at: Salt Lake County
My Commission Expires: January 26, 2014

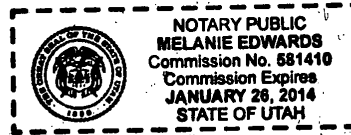


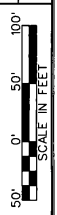
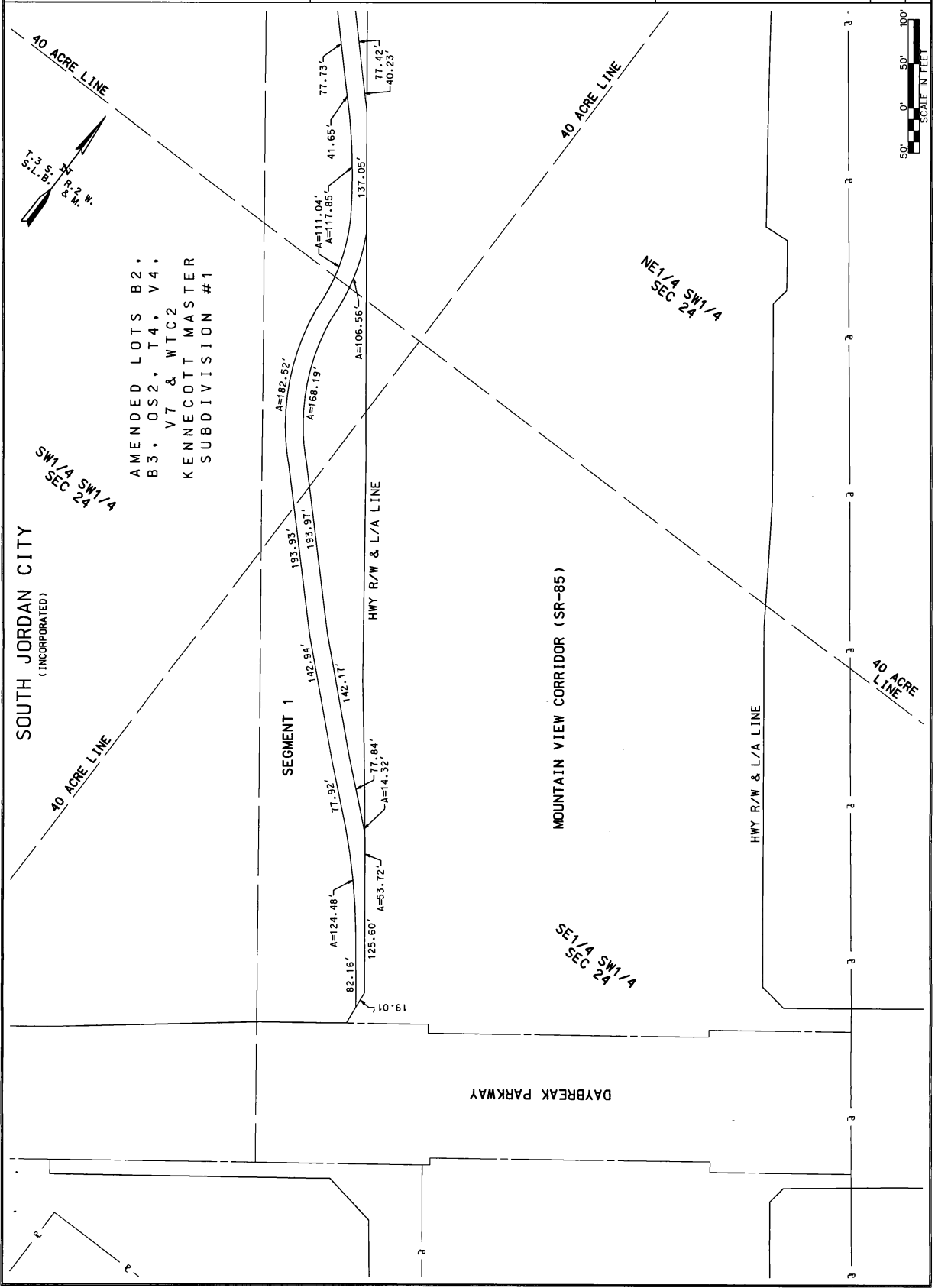
EXHIBIT "A"

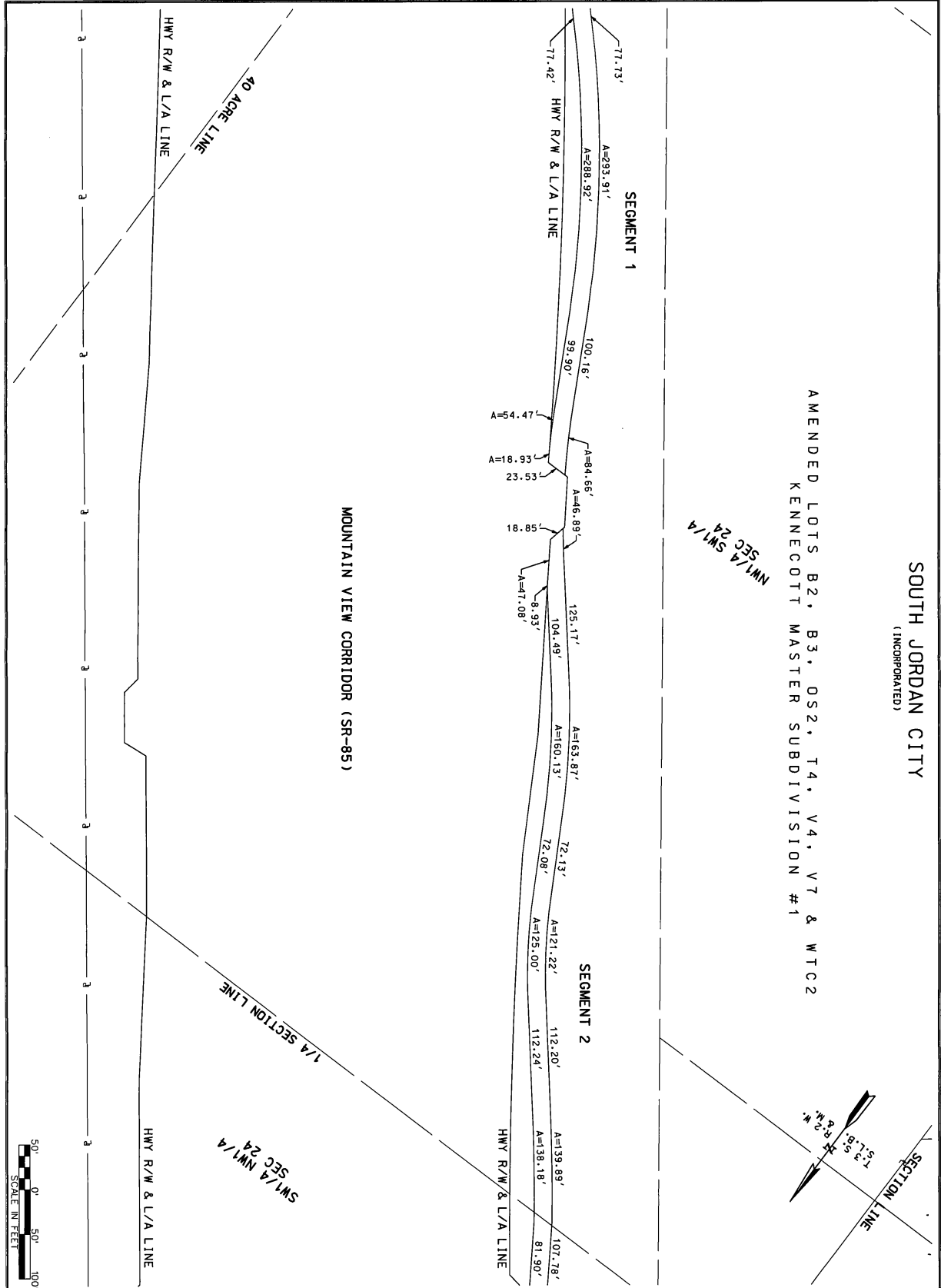
Legal Description of Easement Parcel

16460

16460

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RIGHT OF WAY ENGINEER DATE		PROJECT REDWOOD RD - 9000 SOUTH	
CHECKED BY DATE		PROJECT SOUTH JORDAN TRAIL EXHIBIT	
APPROVED		PROJECT MOUNTAIN VIEW CORRIDOR	
DRAWN BY DATE		PROJECT SOUTH JORDAN TRAIL EXHIBIT	
DATE		PROJECT MOUNTAIN VIEW CORRIDOR	
NO.		PROJECT SOUTH JORDAN TRAIL EXHIBIT	
DATE		PROJECT MOUNTAIN VIEW CORRIDOR	
APPROVED BY		PROJECT SOUTH JORDAN TRAIL EXHIBIT	
REVISIONS		PROJECT MOUNTAIN VIEW CORRIDOR	
REMARKS		PROJECT SOUTH JORDAN TRAIL EXHIBIT	





AMENDED LOTS B2, B3, OS2, T4, V4, V7 & WTC2
KENNECOTT MASTER SUBDIVISION #1

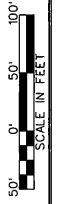
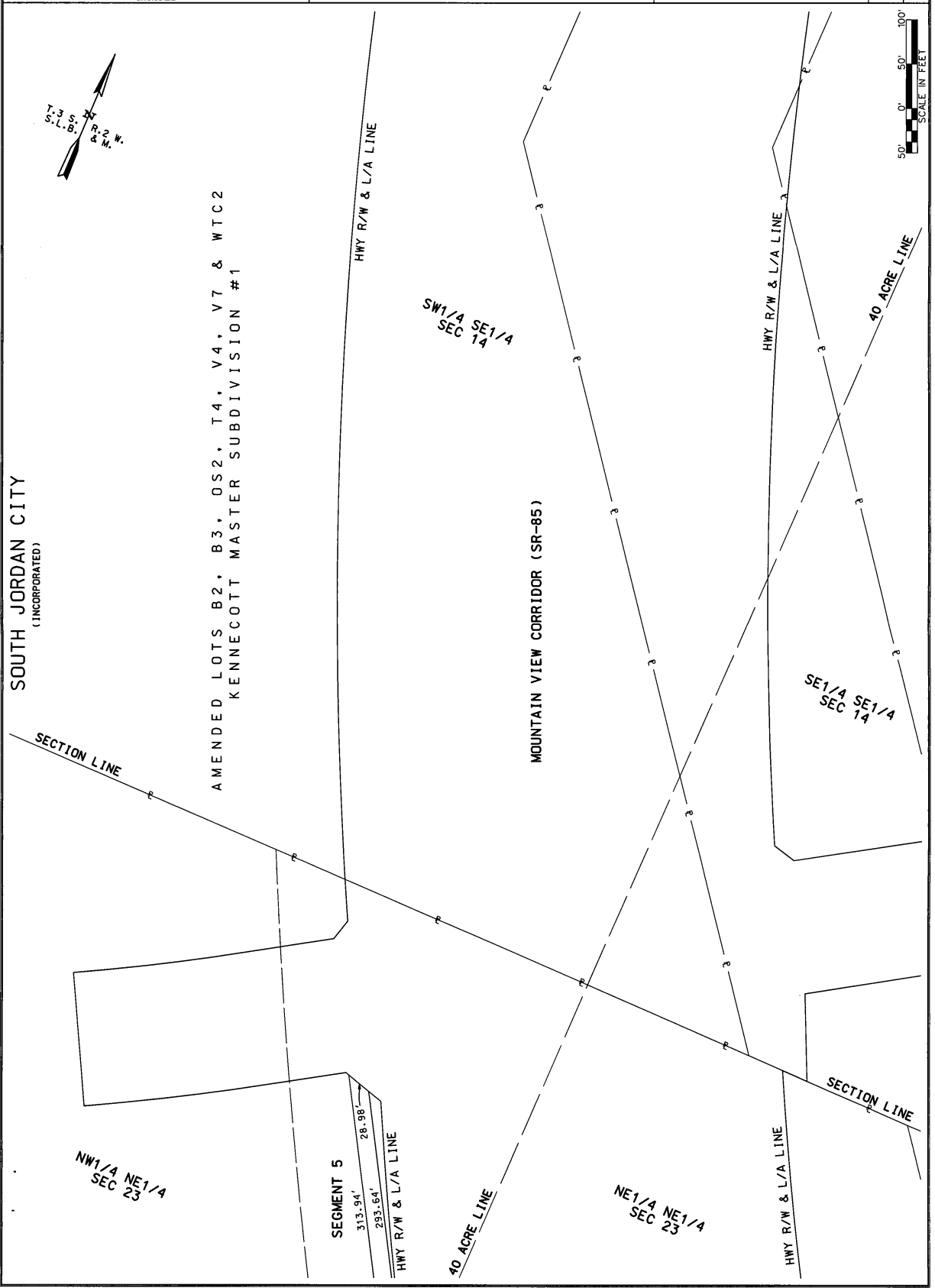
SOUTH JORDAN CITY
(INCORPORATED)

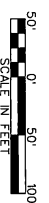
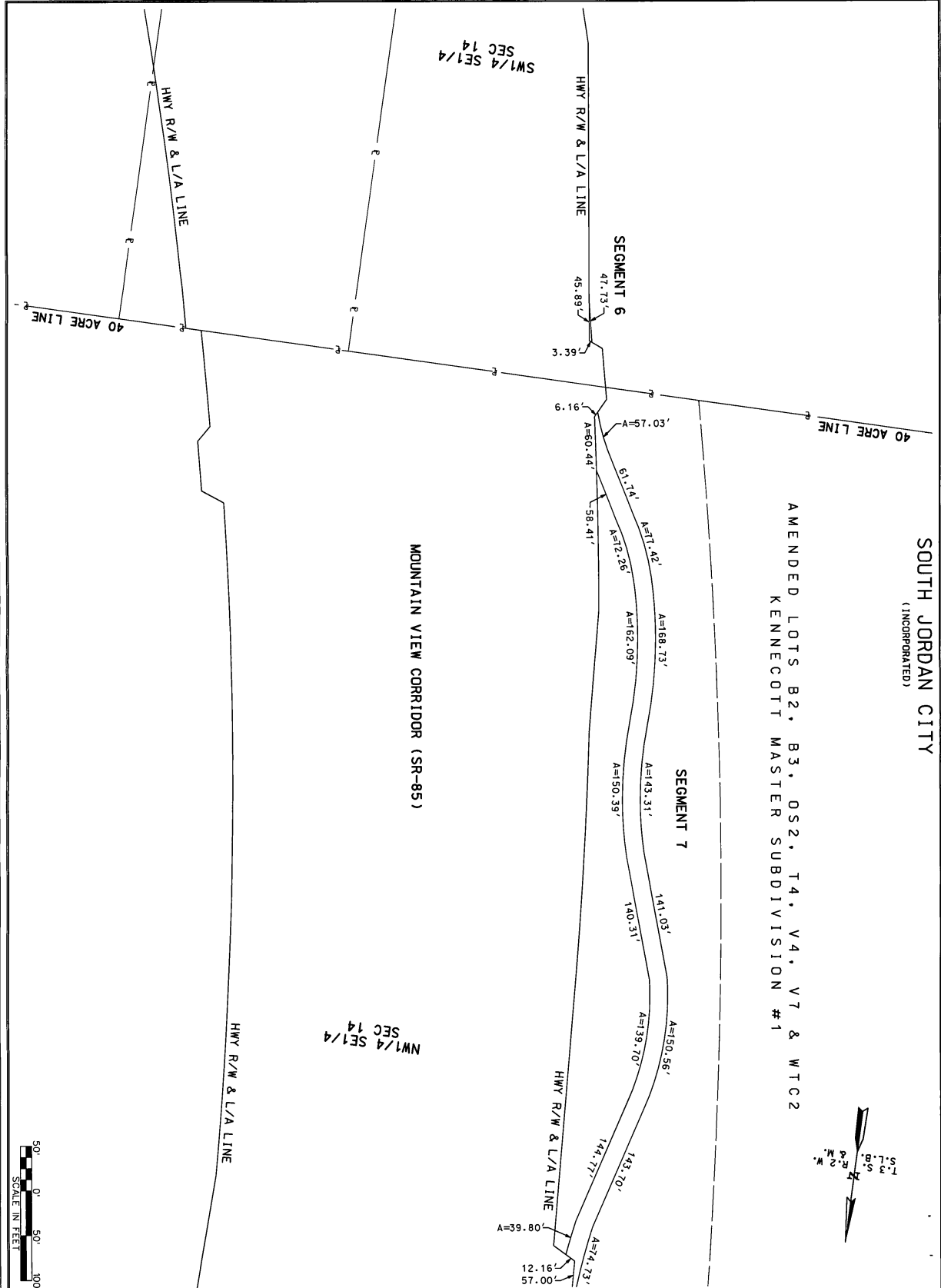
NW 1/4 SW 1/4
SEC 24

SECTION LINE
T-2
S-2
R-2
N-2

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	REDWOOD RD - 9000 SOUTH			APPROVED	DRAWN BY	DBA	
PROJECT NUMBER	SOUTH JORDAN TRAIL EXHIBIT	RIGHT OF WAY ENGINEER	DATE	QC CHECKED BY	JPA	NO.	DATE
	MP-0182(6)					APPROVED BY	REMARKS

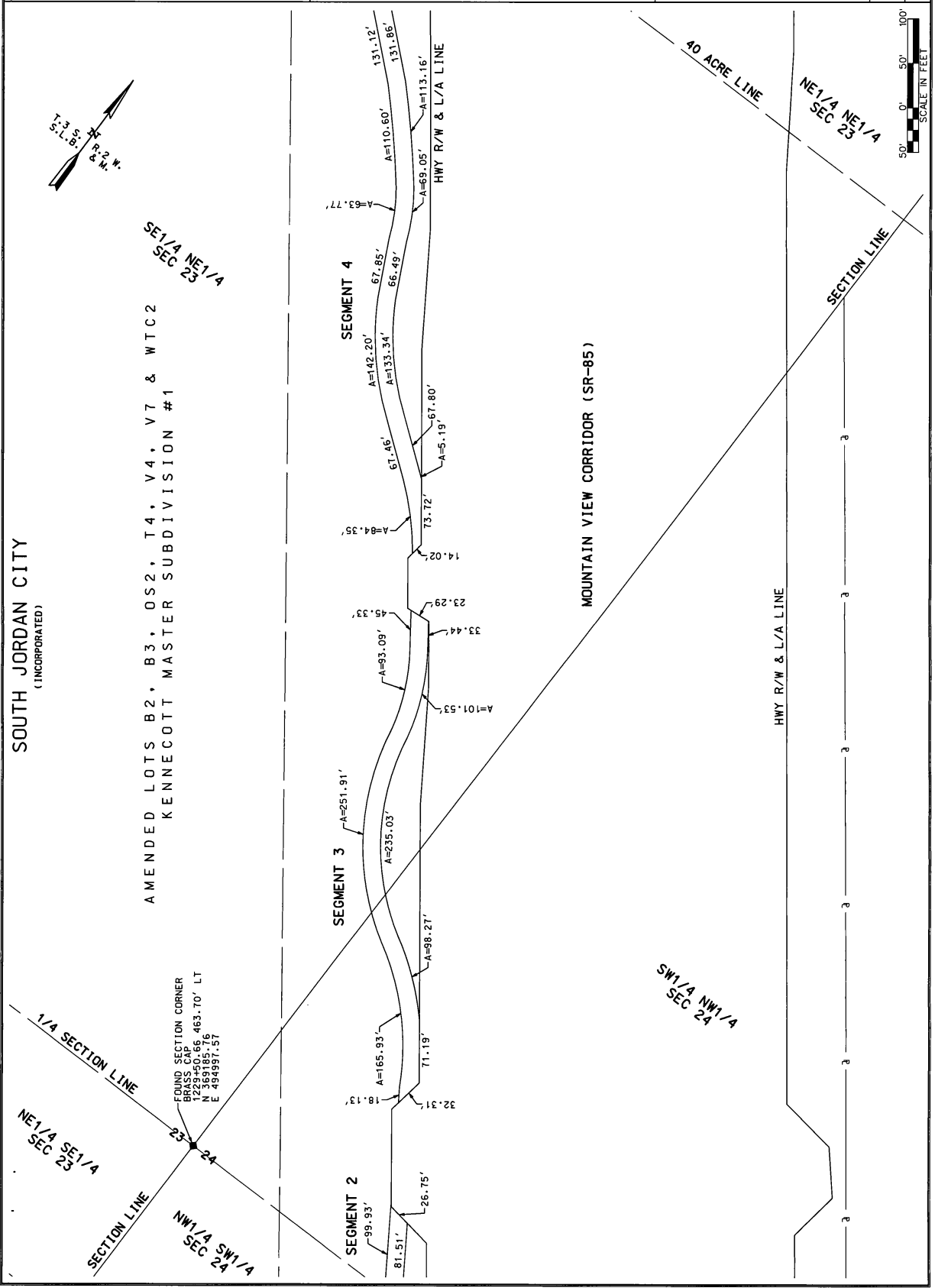
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REGION 2 - SALT LAKE CITY, UTAH		DATE		DATE	
DRAWN BY		CHECKED BY		DATE	
DBA		JPA		NO.	
APPROVED		DATE		DATE	
REVISIONS		DATE		DATE	
REMARKS		DATE		DATE	

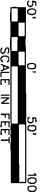
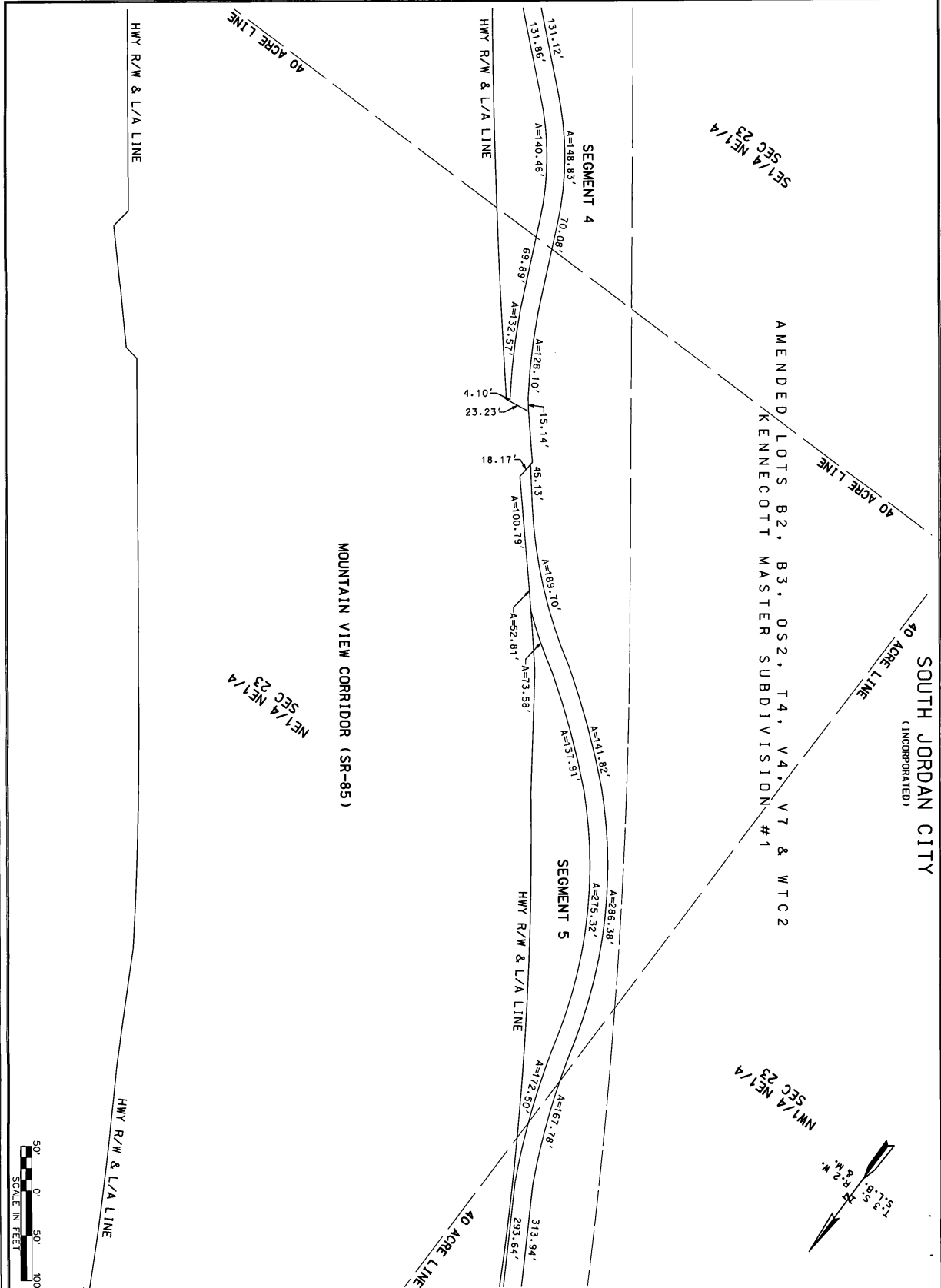




PROJECT MOUNTAIN VIEW CORRIDOR REDWOOD RD - 9000 SOUTH SOUTH JORDAN TRAIL EXHIBIT	UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - SALT LAKE CITY, UTAH		REVISIONS			
	APPROVED _____ RIGHT OF WAY ENGINEER	DATE _____	DRAWN BY DBA	OC JPA	NO.	DATE
	PROJECT NUMBER MP-0182(6)	CHECKED BY JPA	APPROVED BY	NO.	DATE	REMARKS

PROJECT NUMBER		PROJECT	
MP-0182(6)		MOUNTAIN VIEW CORRIDOR	
RIGHT OF WAY ENGINEER		REWOOD RD - 9000 SOUTH	
DATE		SOUTH JORDAN TRAIL EXHIBIT	
CHECKED BY		UTAH DEPARTMENT OF TRANSPORTATION	
JPA		REGION 2 - SALT LAKE CITY, UTAH	
APPROVED		DRAWN BY	
NO.		DATE	
DATE		APPROVED BY	
REVISIONS		REMARKS	

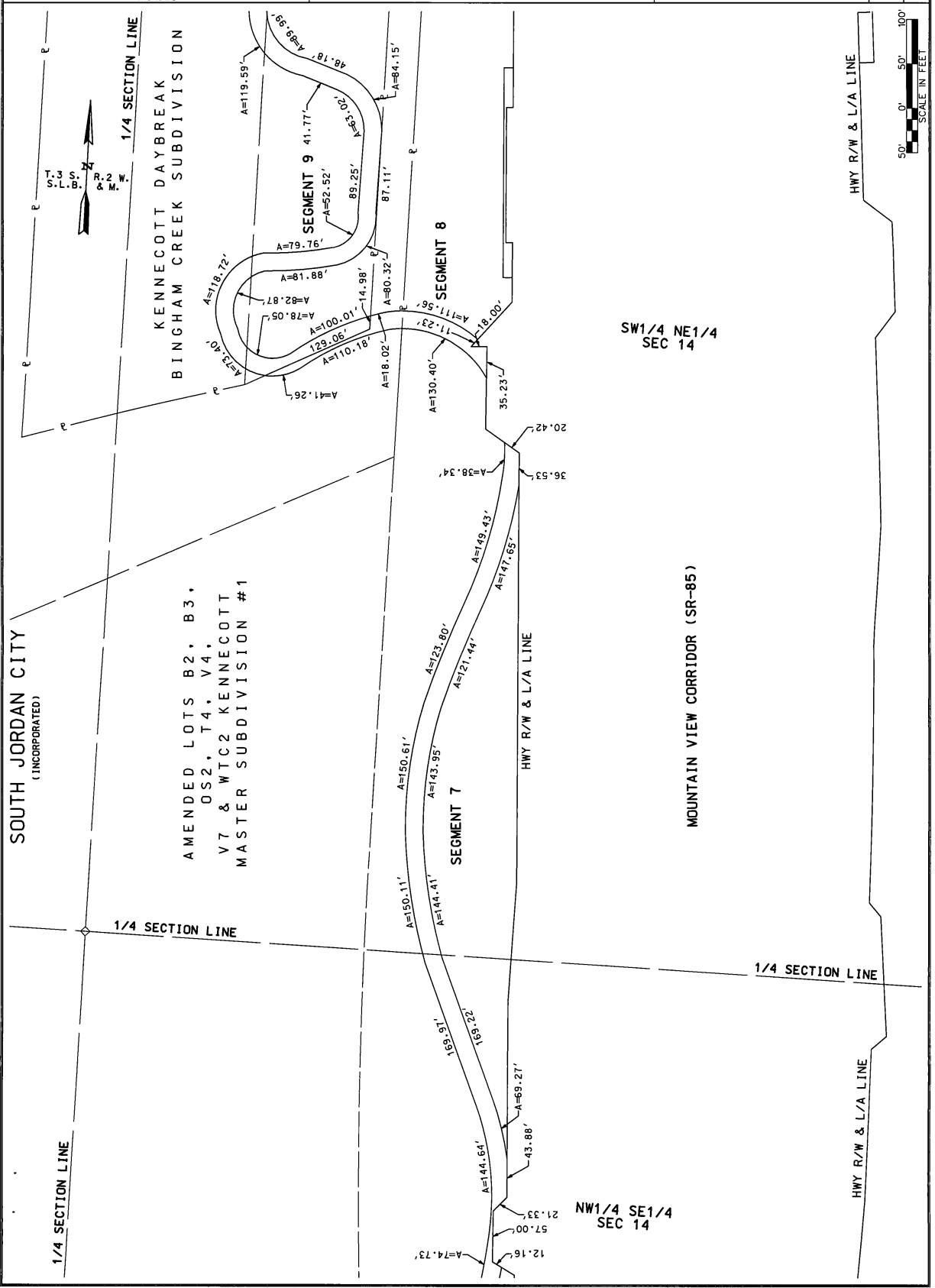


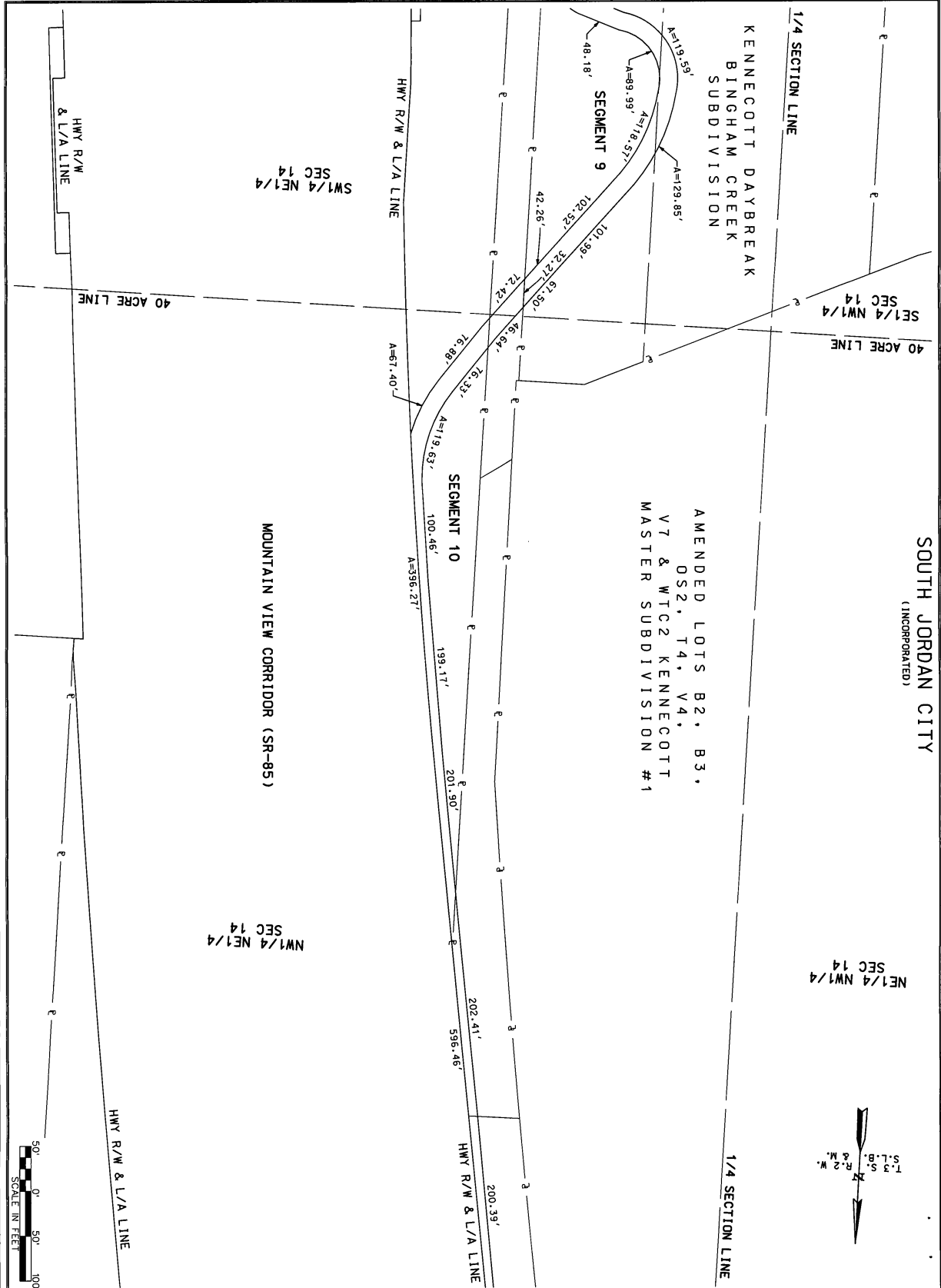


PROJECT MOUNTAIN VIEW CORRIDOR REDWOOD RD - 9000 SOUTH SOUTH JORDAN TRAIL EXHIBIT	UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - SALT LAKE CITY, UTAH		REVISIONS			
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	PROJECT NUMBER MP-0182(6)	APPROVED BY _____	NO.	DATE	APPROVED BY _____	REMARKS

PROJECT		MOUNTAIN VIEW CORRIDOR	
PROJECT NUMBER		REDWOOD RD - 9000 SOUTH	
PROJECT		SOUTH JORDAN TRAIL EXHIBIT	
PROJECT		MP-0182(6)	
UTAH DEPARTMENT OF TRANSPORTATION			
REGION 2 - SALT LAKE CITY, UTAH			
APPROVED		DATE	
DESIGNED BY		CHECKED BY	
DRA		JPA	
NO.		DATE	
APPROVED BY		DATE	
REVISIONS		REMARKS	

B&G Project No. 82072
 SHEET NO. 7 OF 7
 TEMPORARY



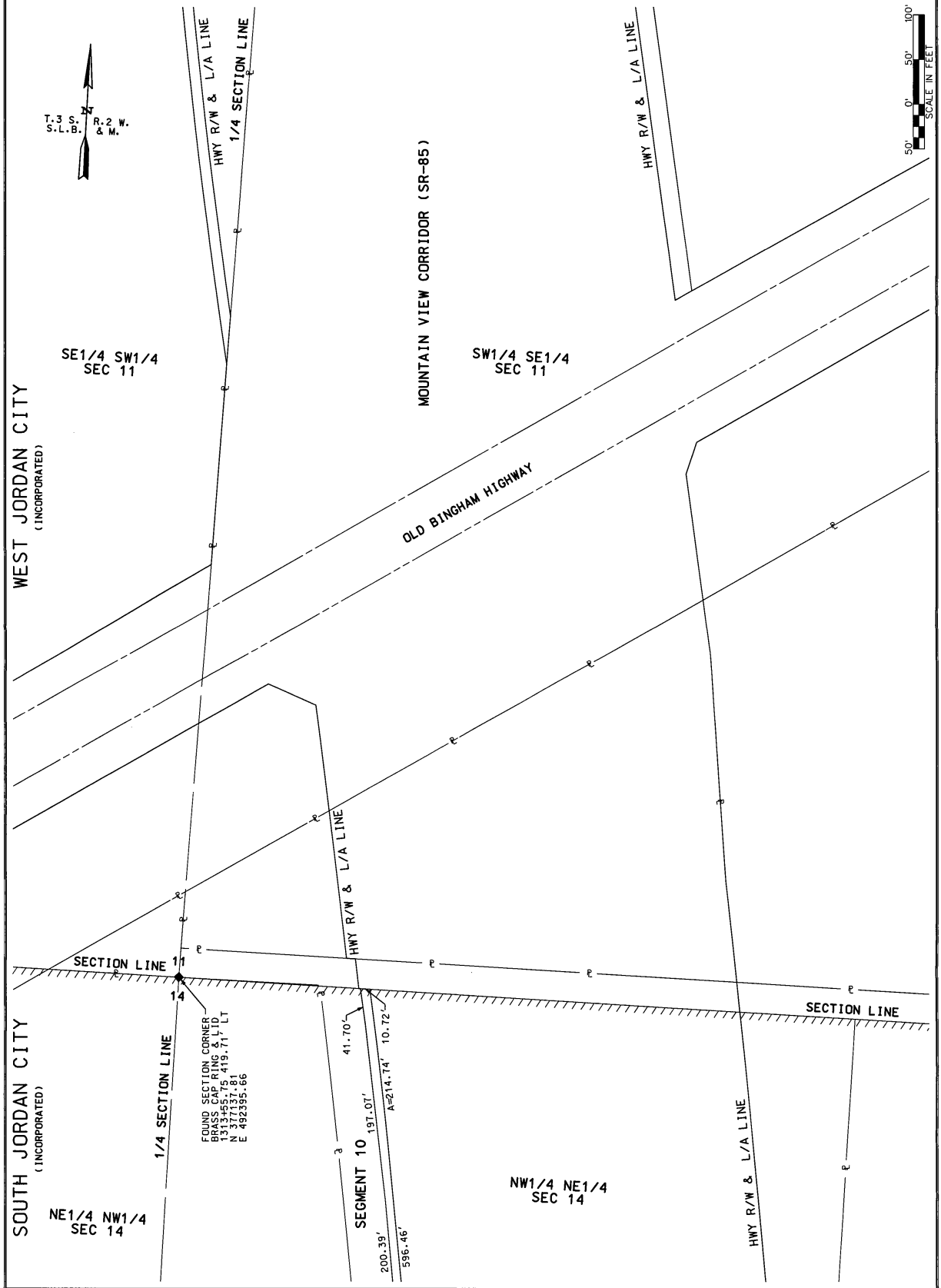


MOUNTAIN VIEW CORRIDOR PROJECT REDWOOD RD - 9000 SOUTH SOUTH JORDAN TRAIL EXHIBIT		UTAH DEPARTMENT OF TRANSPORTATION REGION 2 - SALT LAKE CITY, UTAH		REVISIONS	
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REMARKS		REMARKS			

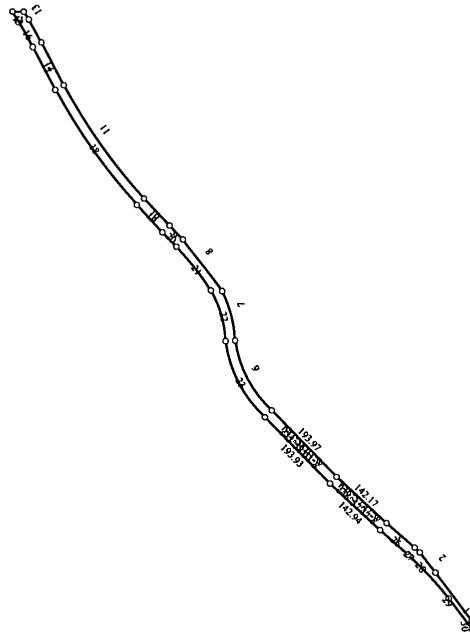
MOUNTAIN VIEW CORRIDOR
 REDWOOD RD - 9000 SOUTH
 SOUTH JORDAN TRAIL EXHIBIT
 MP-0182(6)

UTAH DEPARTMENT OF TRANSPORTATION
 REGION 2 - SALT LAKE CITY, UTAH
 APPROVED
 DRAWN BY
 DBA
 CHECKED BY
 JPA
 DATE
 RIGHT OF WAY ENGINEER
 DATE

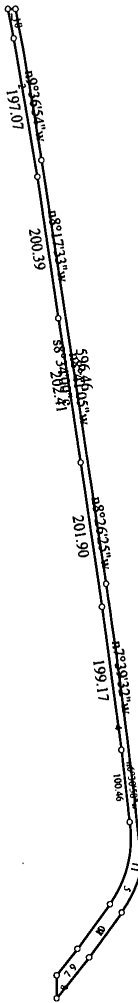
NO.	DATE	APPROVED BY	REMARKS



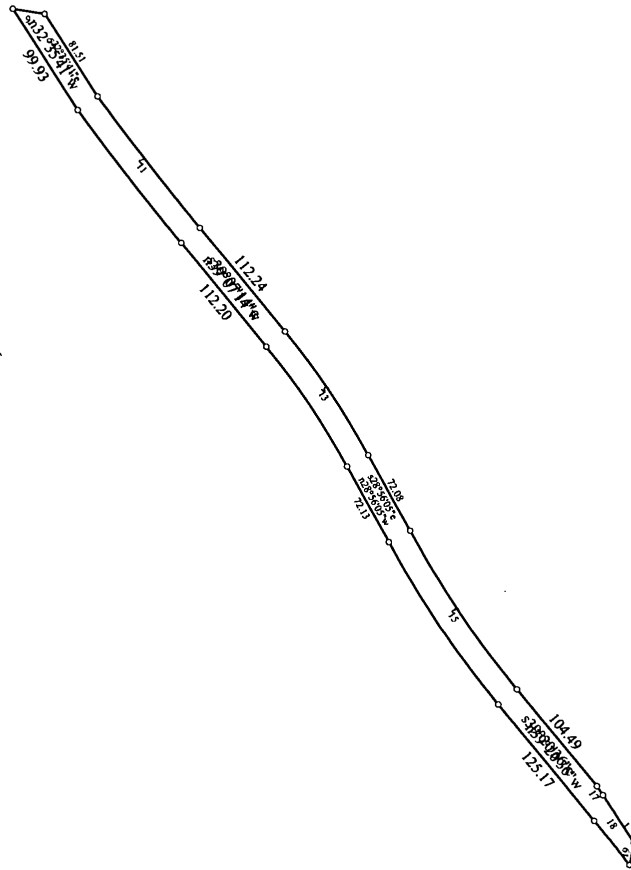
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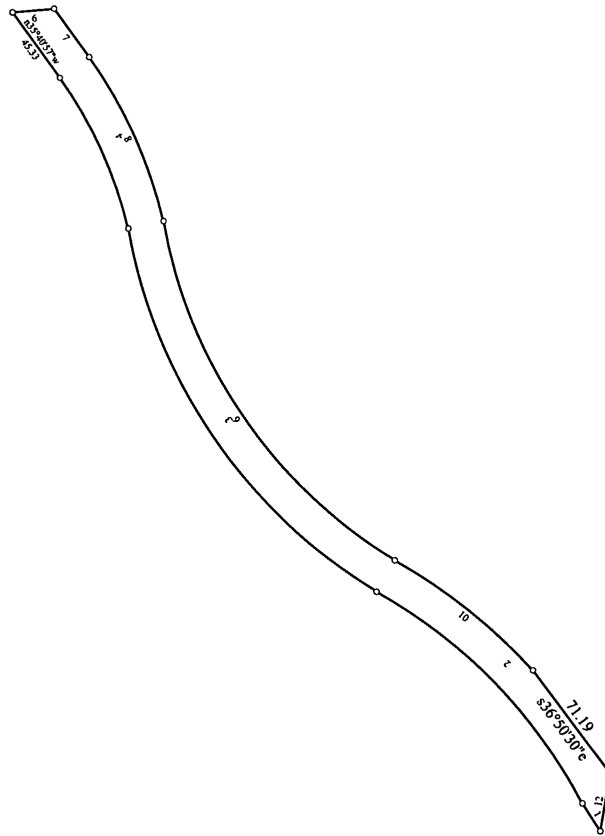
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Scale: 1 inch = 300 feet	File: Trail Easement 1.des	
Tract 1: 0.700 Acres: 30476 Sq Feet: Closure = n88.3213w 0.00 Feet: Precision >1/999999: Perimeter = 3273 Feet		
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003=n48.2525w 77.92	014=s89.0139e 23.53 015: Lt, R=6032.50, Arc=18.93 Bng=s32.2802e, Chd=18.93	024=s43.5804e 193.97
004=n46.5747w 142.94	016: Rt, R=872.48, Arc=54.47 Bng=s28.5841e, Chd=54.46	025=s46.5747e 142.17
005=n43.5804w 193.93	017=s27.5749e 99.90	026=s48.2525e 77.84
006: Rt, R=262.99, Arc=182.52 Bng=n27.1602w, Chd=178.88	018: Lt, R=1247.62, Arc=288.92 Bng=s35.2008e, Chd=288.28	027: Rt, R=746.63, Arc=14.32 Bng=s46.5231e, Chd=14.32
007: Lt, R=215.96, Arc=111.04 Bng=m16.1116w, Chd=109.82	019=s43.1537e 77.42	028: Rt, R=7958.50, Arc=53.72 Bng=s37.0111e, Chd=53.72
008: Lt, R=673.86, Arc=117.85 Bng=n37.3423w, Chd=117.70	020=s43.4545e 40.23	029=s36.4935e 125.60
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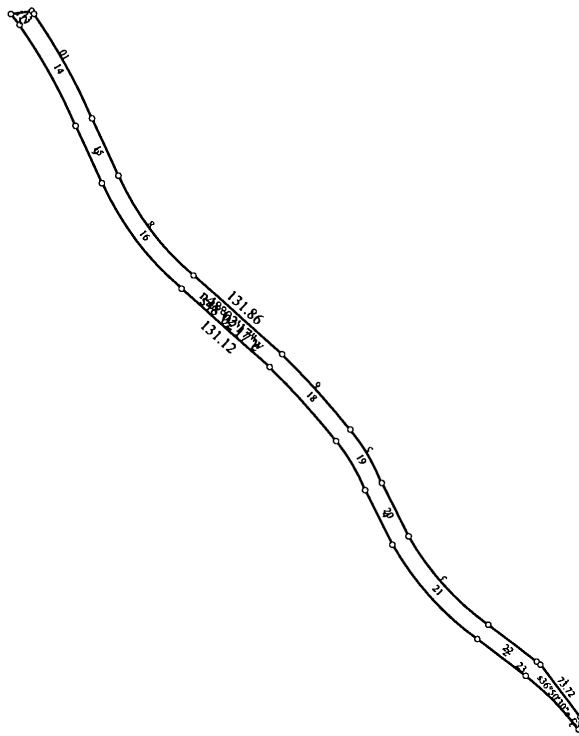
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003=s8.3400e 596.46	010=n36.0025e 76.33	017=n9.3654w 197.07
004: R ₁ R=7967.50, Arc=396.27 Bng=s7.0831e, Chd=396.23	011: L ₁ R=156.57, Arc=119.63 Bng=n13.3658e, Chd=116.74	018=n11.0628w 41.70
005: R ₁ R=176.57, Arc=67.40 Bng=s24.3552w, Chd=67.00	012=n6.3058w 100.46	
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007=s38.3827w 72.42	014=n8.2625w 201.90	



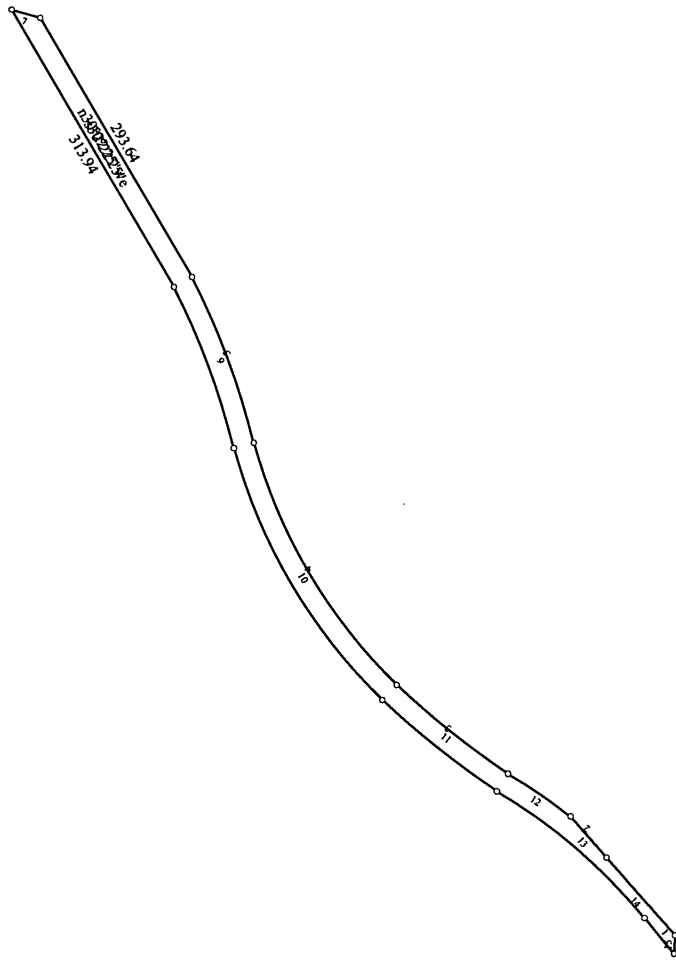
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002=n39.2036w 125.17	009=s80.5807e 26.75	016=s39.2036e 104.49
003: Rt, R=853.93, Arc=163.87 Bng=n33.4322w, Chd=163.61	010=s32.3541e 81.51	017=s33.2144e 8.93
004=n28.5605w 72.13	011: L1, R=2204.01, Arc=138.18 Bng=s37.4853e, Chd=138.16	018: Rt, R=5958.50, Arc=47.08 Bng=s33.0810e, Chd=47.07
005: L1, R=604.63, Arc=121.22 Bng=n33.3812w, Chd=121.02	012=s39.0714e 112.24	019=s11.4110w 18.85
006=n39.0714w 112.20	013: Rt, R=624.63, Arc=125.00 Bng=s33.3834e, Chd=124.79	
007: Rt, R=2224.01, Arc=139.89 Bng=n37.4824w, Chd=139.87	014=s28.5605e 72.08	



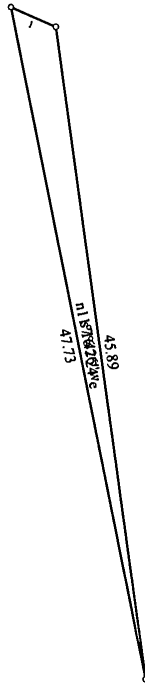
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Scale: 1 inch = 80 feet	File: Trail Easement 3.des	
Tract 1: 0.255 Acres: 11107 Sq Feet: Closure = n25.0027w 0.00 Feet: Precision =1/621843: Perimeter = 1169 Feet		
001=n32.5412w 18.13 002: L1, R=290.24, Arc=165.93 Bng=n44.1259w, Chd=163.68 003: R1, R=252.81, Arc=231.91 Bng=s34.1757w, Chd=244.22 004: L1, R=240.42, Arc=93.09 Bng=n24.2011w, Chd=92.51 005=n35.4057w 45.33	006=n85.0854e 23.29 007=s35.4057e 33.44 008: R1, R=260.42, Arc=101.53 Bng=s24.1611e, Chd=100.89 009: L1, R=272.81, Arc=235.03 Bng=s34.1224e, Chd=227.83 010: R1, R=310.24, Arc=98.27 Bng=s51.2755e, Chd=97.86	011=s36.5030e 71.19 012=s9.2841w 32.31



Title: Trail Easement #4		Date: 02-01-2013
Scale: 1 inch = 160 feet	File: Trail Easement 4.des	
Tract 1: 0.456 Acres: 19859 Sq Feet: Closure = s37.0127w 0.00 Feet: Precision = 1/693198: Perimeter = 2074 Feet		
001: Lt, R=311.73, Arc=84.35 Bng=n44.0847w, Chd=84.09	010: Lt, R=665.99, Arc=128.10 Bng=n28.4725w, Chd=127.90	019: Rt, R=226.13, Arc=69.05 Bng=s30.0919e, Chd=68.78
002=N52.1303W 67.46	011=n38.4828w 15.14	020=s26.1637e 66.49
003: Rt, R=328.26, Arc=142.20 Bng=n41.2711w, Chd=141.09	012=n81.4451e 23.23	021: Lt, R=308.26, Arc=133.34 Bng=s41.3125e, Chd=132.30
004=n26.1637w 67.85	013=s38.4828e 4.10	022=s52.1303e 67.80
005: Lt, R=206.13, Arc=63.77 Bng=n30.0223w, Chd=63.52	014: Rt, R=685.99, Arc=132.57 Bng=s28.4936e, Chd=132.36	023: Rt, R=331.73, Arc=5.19 Bng=s51.2734e, Chd=5.19
006: Lt, R=1153.92, Arc=110.60 Bng=n41.3857w, Chd=110.56	015=s24.2152e 69.89	024=s36.5030e 73.72
007=n48.0217w 131.12	016: Lt, R=332.03, Arc=140.46 Bng=s36.3227e, Chd=139.42	025=s8.0955w 14.02
008: Rt, R=352.08, Arc=148.83 Bng=n36.3149w, Chd=147.73	017=s48.0217e 131.86	
009=n24.2152w 70.08	018: Rt, R=1173.92, Arc=113.16 Bng=s41.3953e, Chd=113.11	



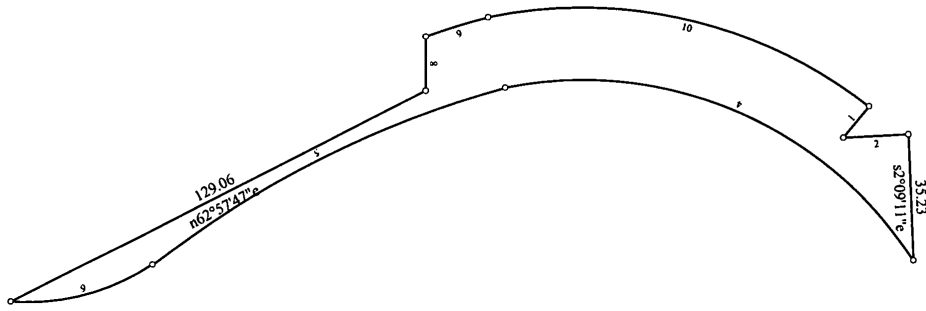
Title: Trail Easement #5		Date: 02-02-2013
Scale: 1 inch = 140 feet	File: Trail Easement 5.des	
Tract 1: 0.491 Acres: 21391 Sq Feet: Closure = s25.5801e 0.01 Feet: Precision =1/180216: Perimeter = 2298 Feet		
001=n38.5521w 45.13 002: Lt, R=536.27, Arc=189.70 Bng=n49.2609w, Chd=188.71 003: Rt, R=916.64, Arc=141.82 Bng=n51.3911w, Chd=141.68 004: Rt, R=537.55, Arc=286.38 Bng=n30.4345w, Chd=283.00 005: Lt, R=792.84, Arc=167.78 Bng=n20.2719w, Chd=167.47 006=n30.2225w 313.94	007=s74.0121e 28.98 008=s30.2225e 293.64 009: Rt, R=812.84, Arc=172.50 Bng=s20.2909e, Chd=172.18 010: Lt, R=517.55, Arc=275.32 Bng=s30.4339e, Chd=272.09 011: Lt, R=896.64, Arc=137.91 Bng=s51.3821e, Chd=137.77 012: Rt, R=556.27, Arc=73.58 Bng=s55.4300e, Chd=73.53	013: Lt, R=3541.50, Arc=52.81 Bng=s41.2127e, Chd=52.81 014: Rt, R=7958.50, Arc=100.79 Bng=s41.2519e, Chd=100.79 015=s4.0224w 18.17



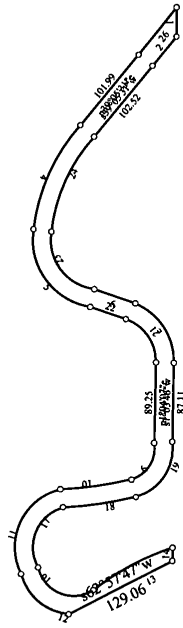
Title: Trail Easement #6		Date: 02-02-2013
Scale: 1 inch = 10 feet	File: Trail Easement 6.des	
Tract 1: 0.002 Acres: 67 Sq Feet: Closure = s72.1353w 0.00 Feet: Precision = 1/46250: Perimeter = 97 Feet		
001=s66.4057e 3.39	003=n11.1626w 47.73	
002=s7.4724e 45.89		



Title: Trail Easement #7		Date: 02-02-2013
Scale: 1 inch = 400 feet	File: Trail Easement 7.des	
Tract 1: 0.846 Acres: 36859 Sq Feet: Closure = s32.4229e 0.01 Feet: Precision =1/744560: Perimeter = 3907 Feet		
001: L1, R=249.66, Arc=57.03 Bng=n23.5505w, Chd=56.90 002=n28.5517w 61.74 003: Rt, R=573.71, Arc=77.42 Bng=n21.4343w, Chd=77.16 004: Rt, R=505.84, Arc=168.73 Bng=n6.0411w, Chd=167.95 005: L1, R=433.53, Arc=143.31 Bng=n6.0745w, Chd=142.66 006=n18.0621w 141.03 007: Rt, R=304.78, Arc=150.56 Bng=n2.3032e, Chd=149.03 008=n15.5237e 143.70 009: L1, R=705.68, Arc=74.73 Bng=n7.2605e, Chd=74.70 010: L1, R=304.71, Arc=144.64 Bng=n9.1142w, Chd=143.28 011=n22.5454w 169.97 012: Rt, R=635.36, Arc=150.11 Bng=n11.4612w, Chd=149.76 013: Rt, R=495.50, Arc=150.61 Bng=n4.5700e, Chd=150.03	014: Rt, R=1236.12, Arc=123.80 Bng=n18.3530e, Chd=123.75 015: L1, R=534.35, Arc=149.43 Bng=n13.2658e, Chd=148.95 016: L1, R=172.45, Arc=38.34 Bng=n0.1337e, Chd=38.26 017=s57.2411e 20.42 018=s2.5000e 36.53 019: Rt, R=554.35, Arc=147.65 Bng=n13.4950w, Chd=147.22 020: L1, R=1216.12, Arc=121.44 Bng=n18.3601w, Chd=121.39 021: L1, R=475.50, Arc=143.95 Bng=n4.5630w, Chd=143.40 022: L1, R=615.36, Arc=144.41 Bng=n11.4442e, Chd=144.08 023=s22.5454e 169.22 024: Rt, R=324.77, Arc=69.27 Bng=n16.4104e, Chd=69.13 025=s2.5000e 43.88 026=s42.2837w 21.33	027=s2.1246e 57.00 028=s61.2755e 12.16 029: Rt, R=725.68, Arc=39.80 Bng=s8.5821w, Chd=39.79 030=s15.5237w 144.77 031: L1, R=284.78, Arc=139.70 Bng=s2.3803w, Chd=138.31 032=s18.0621e 140.31 033: Rt, R=453.53, Arc=150.39 Bng=s6.0920e, Chd=149.71 034: L1, R=483.84, Arc=162.09 Bng=s6.0405e, Chd=161.34 035: L1, R=253.71, Arc=72.26 Bng=s23.4705e, Chd=72.01 036=s28.5517e 58.41 037: L1, R=5041.50, Arc=60.44 Bng=s9.4417e, Chd=60.44 038=s26.5749w 6.16



Title: Trail Easement #8		Date: 02-02-2013
Scale: 1 inch = 40 feet	File: Trail Easement 8.des	
Tract 1: 0.082 Acres: 3592 Sq Feet: Closure = n07.3258w 0.00 Feet: Precision >1/999999: Perimeter = 620 Feet		
001=s39.2917w 11.23	005: Lt, R=280.30, Arc=110.18 Bng=s63.1713w, Chd=109.48	009: Rt, R=300.30, Arc=18.02 Bng=s72.5747e, Chd=18.02
002=n87.1405e 18.00	006: Rt, R=60.25, Arc=41.26 Bng=s75.1922w, Chd=40.45	010: Rt, R=128.06, Arc=111.56 Bng=s76.4128e, Chd=108.06
003=s2.0911e 35.23	007=n62.5747e 129.06	
004: Lt, R=108.06, Arc=130.40 Bng=n66.4444w, Chd=122.63	008=n0.2009e 14.98	



Title: Trail Easement #9		Date: 02-02-2013
Scale: 1 inch = 160 feet	File: Trail Easement 9.des	
Tract 1: 0.457 Acres: 19920 Sq Feet: Closure = s68.2433w 0.01 Feet: Precision = 1/352900: Perimeter = 2110 Feet		
001=s0.2009w 32.27 002=s38.3827w 42.26 003=s39.0531w 102.52 004: L1, R=191.49, Arc=118.57 Bng=s23.5721w, Chd=116.69 005: L1, R=55.14, Arc=89.99 Bng=s36.3819e, Chd=80.33 006=s71.0540e 48.18 007: Rt, R=69.61, Arc=84.15 Bng=s32.4209e, Chd=79.12 008=s1.0346w 87.11 009: Rt, R=55.39, Arc=80.32 Bng=s33.1254w, Chd=73.47	010: Rt, R=426.30, Arc=81.88 Bng=s82.0556w, Chd=81.76 011: L1, R=45.70, Arc=82.87 Bng=s21.2921w, Chd=71.97 012: L1, R=40.25, Arc=78.05 Bng=s67.5625e, Chd=66.38 013: Rt, R=300.30, Arc=100.01 Bng=n61.4212e, Chd=99.55 014=s0.2009w 14.98 015=s62.5747w 129.06 016: Rt, R=60.25, Arc=73.40 Bng=n50.0956w, Chd=68.94 017: Rt, R=65.70, Arc=118.72 Bng=n24.5319e, Chd=103.21 018: L1, R=406.30, Arc=79.76 Bng=n82.1611e, Chd=79.63	019: L1, R=35.39, Arc=52.52 Bng=n31.4626e, Chd=47.83 020=n1.0407e 89.25 021: L1, R=49.24, Arc=63.02 Bng=n34.3818w, Chd=58.80 022=n71.0540w 41.77 023: Rt, R=75.14, Arc=119.59 Bng=n36.0139w, Chd=107.36 024: Rt, R=011.49, Arc=129.85 Bng=n23.5848e, Chd=127.82 025=n39.0531e 101.99 026=n38.3827e 67.50

Trail Easement Description

Segment 1: (OM Enterprises)

Affecting Tax No. 26-24-300-027

SE1/4SW1/4, SW1/4SW1/4, and the NE1/4SW1/4 of Section 24, T.3 S., R.2 W., S.L.B.&M.

Beginning at a point which is 1,733.47 ft. S. 89°39'16" E. along the south section line and 675.82 ft. N. 0°20'44" E. from the Southwest Corner of Section 24, T.3 S., R.2 W., S.L.B.&M., which point is in the southwesterly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence N. 36°59'02" W. 82.16 ft.; thence Northwesterly 124.48 ft. along the arc of a 726.63 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 42°30'12" W. for a distance of 124.33 ft.); thence N. 48°25'25" W. 77.92 ft.; thence N. 46°57'47" W. 142.94 ft.; thence N. 43°58'04" W. 193.93 ft.; thence Northwesterly 182.52 ft. along the arc of a 262.99 ft. non-tangent curve to the right (Note: The chord to said curve bears N. 27°16'02" W. for a distance of 178.88 ft.); thence Northerly 111.04 ft. along the arc of a 215.96 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 16°11'16" W. for a distance of 109.82 ft.); thence Northwesterly 117.85 ft. along the arc of a 673.86 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 37°34'23" W. for a distance of 117.70 ft.); thence N. 43°45'45" W. 41.65 ft.; thence N. 43°15'37" W. 77.73 ft.; thence Northwesterly 293.91 ft. along the arc a 1,267.62 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 35°20'16" W. for a distance of 293.25 ft.); thence N. 27°57'49" W. 100.16 ft.; thence Northwesterly 84.66 ft. along the arc of a 852.48 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 30°01'32" W. for a distance of 84.63 ft.) to a point in the southwesterly Right-of-Way Line of said Mountain View Corridor; thence along said Right-of-Way Line the following two (2) courses, 1) S. 89°01'39" E. 23.53 ft.; 2) thence Southeasterly 18.93 ft. along the arc of a 6,032.50 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 32°28'02" E. for a distance of 18.93 ft.); thence Southeasterly 54.47 ft. along the arc of a 872.48 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 28°58'41" E. for a distance of 54.46 ft.); thence S. 27°57'49" E. 99.90 ft.; thence Southeasterly 288.92 ft. along the arc of a 1,247.62 ft. radius curve to the left (Note: The chord to said curve bears S. 35°20'08" E. for a distance of 288.28 ft.); thence S. 43°15'37" E. 77.42 ft.; thence S. 43°45'45" E. 40.23 ft. to a point in the said southwesterly Right-of-Way Line; thence S. 36°47'54" E. 137.05 ft. along said line; thence Southerly 106.56 ft. along the arc of a 235.96 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 14°39'27" E. for a distance of 105.66 ft.); thence Southeasterly 168.19 ft. along the arc of a 242.99 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 27°26'54" E. for a distance of 164.85 ft.); thence S. 43°58'04" E. 193.97 ft.; thence S. 46°57'47" E. 142.17 ft.; thence S. 48°25'25" E. 77.84 ft.; thence Southeasterly 14.32 ft. along the arc of a 746.63 ft. radius non-tangent curve to the right (Note: The chord to said curve bears thence S. 46°52'31" E. for a distance of 14.32 ft.) to a point in said southwesterly Right-of-Way Line; thence along said line the following two (2) courses, 1) Southeasterly 53.72 ft. along the arc of a 7,958.50 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 37°01'11" E. for a distance of 53.72 ft.); 2) S. 36°49'35" E. 125.60 ft.; thence S. 5°51'45" E. 19.01 ft. to the point of beginning. The above described easement contains 30,476 square feet or 0.700 acre, more or less.

Segment 2: (OM Enterprises)

Affecting Tax No. 26-24-300-027

NW1/4SW1/4 and the SW1/4NW1/4 of Section 24, T.3 S., R.2 W., S.L.B.&M.

Beginning at a point which is 734.60 ft. S. 89°39'16" E. along the south section line and 2,010.98 ft. N. 0°20'44" E. from the Southwest Corner of Section 24, T.3 S., R.2 W., S.L.B.&M., which point is in the southwesterly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence Northwesterly 46.89 ft. along the arc of a 852.48 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 38°30'54" W. for a distance of 46.88 ft.); thence N. 39°20'36" W. 125.17 ft.; thence Northwesterly 163.87 ft. along the arc of a 853.93 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 33°43'22" W. for a distance of 163.61 ft.); thence N. 28°56'05" W. 72.13 ft.; thence Northwesterly 121.22 ft. along the arc of a 604.63 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 33°38'12" W. for a distance of 121.02 ft.); thence N. 39°07'14" W. 112.20 ft.; thence Northwesterly 139.89 ft. along the arc of a 2,224.01 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 37°48'24" W. for a distance of 139.87 ft.); thence N. 32°35'41" W. 99.93 ft. to a point in the said southwesterly Right-of-Way Line; thence S. 80°58'07" E. 26.75 ft. along said Right-of-Way Line; thence S. 32°35'41" E. 81.51 ft.; thence Southeasterly 138.18 ft. along the arc of a 2,204.01 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 37°48'53" E. for a distance of 138.16 ft.); thence S. 39°07'14" E. 112.24 ft.; thence Southeasterly 125.00 ft. along the arc of a 624.63 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 33°38'34" E. 124.79 ft.); thence S. 28°56'05" E. 72.08 ft.; thence Southeasterly 160.13 ft. along the arc of a 833.93 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 33°43'04" E. for a distance of 159.88 ft.); thence S. 39°20'36" E. 104.49 ft. to a point in the said southwesterly Right-of-Way Line; thence along said Right-of-Way Line the following three (3) courses, 1) S. 33°21'44" E. 8.93 ft.; 2) Southeasterly 47.08 ft. along the arc of a 5,958.50 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 33°08'10" E. for a distance of 47.07 ft.); 3) S. 11°41'10" W. 18.85 ft. to the point of beginning. The above described easement contains 17,105 square feet or 0.393 acre, more or less.

Segment 3: (OM Enterprises)

Affecting Tax No. 26-24-300-027

SW1/4NW1/4 of Section 24, and the SE1/4NE1/4 of Section 23 all in T.3 S., R.2 W., S.L.B.&M.

Beginning at a point which is 154.42 ft. S. 89°37'44" E. along the quarter section line and 178.95 ft. N. 0°22'16" E. from the West Quarter Corner of Section 24, T.3 S., R.2 W., S.L.B.&M., which point is in the southwesterly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence N. 32°54'12" W. 18.13 ft.; thence Northwesterly 165.93 ft. along the arc of a 290.24 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 44°12'59" W. for a distance of 163.68 ft.); thence Northwesterly 251.91 ft. along the arc of a 292.81 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 34°17'57" W. for a distance of 244.22 ft.); thence Northerly 93.09 ft. along the arc of a 240.42 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 24°20'11" W. for a distance of 92.51 ft.); thence N. 35°40'57" W. 45.33 ft. to a point in the said southwesterly Right-of-Way Line; thence N. 85°08'54" E. 23.29 ft.; thence S. 35°40'57" E. 33.44 ft.; thence Southerly 101.53 ft. along the arc of a 260.42 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 24°16'11" E. for a distance of 100.89 ft.); thence Southeasterly 235.03 ft. along the arc of a 272.81 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 34°12'24" E. for a distance of 227.83 ft.); thence Southeasterly 98.27 ft. along the arc of a 310.24 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 51°27'55" E. for a distance of 97.86 ft.) to a point in the said southwesterly Right-of-Way Line; thence S. 36°50'30" E. 71.19 ft. along said line; thence S. 9°28'41" W. for a distance of 32.31 ft. to the point of beginning. The above described easement contains 11,107 square feet or 0.255 acre, more or less.

Segment 4: (OM Enterprises)

SE1/4NE1/4 and the NE1/4NE1/4 of Section 23 T.3 S., R.2 W., S.L.B.&M.

Affecting Tax No. 26-24-300-027

Beginning at a point which is 211.38 ft. S. 89°43'20" W. along the quarter section line and 684.70 ft. N. 0°16'40" E. from the East Quarter Corner of Section 23, T.3 S., R.2 W., S.L.B.&M., which point is in the southwesterly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence Northwesterly 84.35 ft. along the arc of a 311.73 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 44°08'47" W. for a distance of 84.09 ft.); thence N. 52°13'03" W. 67.46 ft.; thence Northwesterly 142.20 ft. along the arc of a 328.26 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 41°27'11" W. for a distance of 141.09 ft.); thence N. 26°16'37" W. 67.85 ft.; thence Northwesterly 63.77 ft. along the arc of a 206.13 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 30°02'23" W. for a distance of 63.52 ft.); thence Northwesterly 110.60 ft. along the arc of a 1,153.92 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 41°38'57" W. for a distance of 110.56 ft.); thence N. 48°02'17" W. 131.12 ft.; thence Northwesterly 148.83 ft. along the arc of a 352.08 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 36°31'49" W. for a distance of 147.73 ft.); thence N. 24°21'52" W. 70.08 ft.; thence Northwesterly 128.10 ft. along the arc of a 665.99 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 28°47'25" W. for a distance of 127.90 ft.); thence N. 38°48'28" W. 15.14 ft. to a point in the said southwesterly Right-of-Way Line; thence N. 81°44'51" E. 23.23 ft. along said Right-of-Way Line; thence S. 38°48'28" E. 4.10 ft.; thence Southeasterly 132.57 ft. along the arc of a 685.99 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 28°49'56" E. for a distance of 132.36 ft.); thence S. 24°21'52" E. 69.89 ft.; thence Southeasterly 140.46 ft. along the arc of a 332.03 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 36°32'27" E. for a distance of 139.42 ft.); thence S. 48°02'17" E. 131.86 ft.; thence Southeasterly 113.16 ft. along the arc of a 1,173.92 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 41°39'53" E. for a distance of 113.11 ft.); thence Southeasterly 69.05 ft. along the arc of a 226.13 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 30°09'19" E. for a distance of 68.78 ft.); thence S. 26°16'37" E. 66.49 ft.; thence Southeasterly 133.34 ft. along the arc of a 308.26 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 41°31'25" E. for a distance of 132.30 ft.); thence S. 52°13'03" E. 67.80 ft.; thence Southeasterly 5.19 ft. along the arc of a 331.73 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 51°27'34" E. for a distance of 5.19 ft.) to a point in the said southwesterly Right-of-Way Line; thence along said Right-of-Way Line the following two (2) courses, 1) S. 36°50'30" E. 73.72 ft.; 2) S. 8°09'55" W. 14.02 ft. to the point of beginning. The above described easement contains 19,858 square feet or 0.456 acre, more or less.

Segment 5: (OM Enterprises)

NE1/4NE1/4 and the NW1/4NE1/4 of Section 23 T.3 S., R.2 W., S.L.B.&M.

Affecting Tax No. 26-24-300-027

Beginning at a point which is 878.73 ft. S. 89°43'20" W. along the quarter section line and 1,527.49 ft. N. 0°16'40" E. from the East Quarter Corner of Section 23, T.3 S., R.2 W., S.L.B.&M., which point is in the southwesterly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence N. 38°55'21" W. 45.13 ft.; thence Northwesterly 189.70 ft. along the arc of a 536.27 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 49°26'09" W. for a distance of 188.71 ft.); thence Northwesterly 141.82 ft. along the arc of a 916.64 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 51°39'11" W. for a distance of 141.68 ft.); thence Northwesterly 286.38 ft. along the arc of a 537.55 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 30°43'45" W. for a distance of 283.00 ft.); thence Northerly 167.78 ft. along the arc of a 792.84 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 20°27'19" W. for a distance of 167.47 ft.); thence N. 30°22'25" W. 313.94 ft. to a point in the said southwesterly Right-of-Way Line; thence S. 74°01'21" E. 28.98 ft. along said line; thence S. 30°22'25" E. 293.64 ft.; thence Southerly 172.50 ft. along the arc of a 812.84 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 20°29'09" E. for a distance of 172.18 ft.); thence Southeasterly 275.32 ft. along the arc of a 517.55 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 30°43'39" E. for a distance of 272.09 ft.); thence Southeasterly 137.91 ft. along the arc of a 896.64 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 51°38'27" E. for a distance of 137.77 ft.); thence Southeasterly 73.58 ft. along the arc of a 556.27 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 55°43'00" E. for a distance of 73.53 ft.) to a point in the said southwesterly Right-of-Way Line; thence along said Right-of-Way Line the following three (3) courses, 1) Southeasterly 52.81 ft. along the arc of a 3,541.50 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 41°21'27" E. for a distance of 52.81 ft.); 2) Southeasterly 100.79 ft. along the arc of a 7,958.50 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 41°25'19" E. for a distance of 100.79 ft.); 3) S. 4°02'24" W. 18.17 ft. to the point of beginning. The above described easement contains 21,391 square feet or 0.491 acre, more or less.

Segment 6: (OM Enterprises)

SW1/4SE1/4 of Section 14 T.3 S., R.2 W., S.L.B.&M.

Affecting Tax No. 26-14-202-003

Beginning at a point which is 604.94 ft. S. 89°41'41" E. along the south section line and 1,267.90 ft. N. 0°18'19" E. from the South Quarter Corner of Section 14, T.3 S., R.2 W., S.L.B.&M., which point is in the southwesterly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence along said Right-of-Way Line the following two (2) courses, 1) S. 66°40'57" E. 3.39 ft.; 2) S. 7°47'24" E. 45.89 ft.; thence N. 11°16'26" W. 47.73 ft. to the point of beginning. The above described easement contains 67 square feet or 0.002 acre, more or less.

Segment 7: (OM Enterprises)

Affecting Tax No. 26-14-202-003

NW1/4SE1/4 and the SW1/4NE1/4 of Section 14 T.3 S., R.2 W., S.L.B.&M.

Beginning at a point which is 604.94 ft. S. 89°41'41" E. along the south section line and 1,267.90 ft. N. 0°18'19" E. from the South Quarter Corner of Section 14, T.3 S., R.2 W., S.L.B.&M., which point is in the southwesterly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence Northerly 57.03 ft. along the arc of a 249.66 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 23°55'05" W. for a distance of 56.90 ft.); thence N. 28°55'17" W. 61.74 ft.; thence Northerly 77.42 ft. along the arc of a 273.71 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 23°43'43" W. for a distance of 77.16 ft.); thence Northerly 168.73 ft. along the arc of a 505.84 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 6°04'11" W. for a distance of 167.95 ft.); thence Northerly 143.31 ft. along the arc of a 433.53 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 6°07'45" W. for a distance of 142.66 ft.); thence N. 18°06'21" W. 141.03 ft.; thence Northerly 150.56 ft. along the arc of a 304.78 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 2°30'32" E. for a distance of 149.03 ft.); thence N. 15°52'37" E. 143.70 ft.; thence Northerly 74.73 ft. along the arc of a 705.68 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 7°26'05" E. for a distance of 74.70 ft.); thence Northerly 144.64 ft. along the arc of a 304.77 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 9°11'42" W. for a distance of 143.28 ft.); thence N. 22°54'54" W. 169.97 ft.; thence Northerly 150.11 ft. along the arc of a 635.36 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 11°46'12" W. for a distance of 149.76 ft.); thence Northerly 150.61 ft. along the arc of a 495.50 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 4°57'00" E. for a distance of 150.03 ft.); thence Northerly 123.80 ft. along the arc of a 1,236.12 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 18°35'30" E. for a distance of 123.75 ft.); thence Northerly 149.43 ft. along the arc of a 534.35 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 13°26'58" E. for a distance of 148.95 ft.); thence Northerly 38.34 ft. along the arc of a 172.45 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 0°13'37" E. for a distance of 38.26 ft.) to a point in the said westerly Right-of-Way Line; thence along said Right-of-Way Line the following two (2) courses, (1) S. 57°24'11" E. 20.42 ft.; 2) S. 2°50'00" E. 36.53 ft.; thence Southerly 147.65 ft. along the arc of a 554.35 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 13°49'50" W. for a distance of 147.22 ft.); thence Southerly 121.44 ft. along the arc of a 1,216.12 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 18°36'01" W. for a distance of 121.39 ft.); thence Southerly 143.95 ft. along the arc of a 475.50 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 4°56'30" W. for a distance of 143.40 ft.); thence Southerly 144.41 ft. along the arc of a 615.36 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 11°44'42" E. for a distance of 144.08 ft.); thence S. 22°54'54" E. 169.22 ft.; thence Southerly 69.27 ft. along the arc of a 324.77 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 16°41'04" E. for a distance of 69.13 ft.) to a point in the said westerly Right-of-Way Line; thence along said Right-of-Way Line the following four (4) courses, 1) S. 2°50'00" E. 43.88 ft.; 2) S. 42°28'37" W. 21.33 ft.; 3) S. 2°12'46" E.

57.00 ft.; 4) S. 61°27'55" E. 12.16 ft.; thence Southerly 39.80 ft. along the arc of a 725.68 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 8°58'21" W. for a distance of 39.79 ft.); thence S. 15°52'37" W. 144.77 ft.; thence Southerly 139.70 ft. along the arc of a 284.78 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 2°38'03" W. for a distance of 138.31 ft.); thence S. 18°06'21" E. 140.31 ft.; thence Southerly 150.39 ft. along the arc of a 453.53 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 6°09'20" E. for a distance of 149.71 ft.); thence Southerly 162.09 ft. along the arc of a 485.84 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 6°04'05" E. for a distance of 161.34 ft.); thence Southerly 72.26 ft. along the arc of a 253.71 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 23°47'05" E. for a distance of 72.01 ft.); thence S. 28°55'17" E. 58.41 ft. to a point in the said westerly Right-of-Way Line; thence along said Right-of-Way Line the following two (2) courses, 1) Southerly 60.44 ft. along the arc of a 5,041.50 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 9°44'17" E. for a distance of 60.44 ft.); 2) S. 26°57'49" W. 6.16 ft. to the point of beginning. The above described easement contains 36,859 square feet or 0.846 acre, more or less.

Segment 8: (OM Enterprises)

Affecting Tax No. 26-14-176-008, 26-14-202-003

SW1/4NE1/4 and the SE1/4NW1/4 of Section 14 T.3 S., R.2 W., S.L.B.&M.

Beginning at a point which is 389.90 ft. S. 89°35'42" E. along the north section line and 1962.61 ft. South from the North Quarter Corner of Section 14, T.3 S., R.2 W., S.L.B.&M., which point is in the westerly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence along said Right-of-Way Line the following three (3) courses: 1) S. 39°29'17" W. 11.23 ft.; 2) N. 87°14'05" E. 18.00 ft.; 3) S. 2°09'11" E. 35.23 ft.; thence Northwesterly 130.40 ft. along the arc of a 108.06 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 66°44'44" W. for a distance of 122.63 ft.); thence Southwesterly 110.18 ft. along the arc of a 280.30 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 63°17'13" W. for a distance of 109.48 ft.); thence Westerly 41.26 ft. along the arc of a 60.25 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 75°19'22" W. for a distance of 40.45 ft.) to a point in the southerly line of the Kennecott Daybreak Bingham Creek subdivision; thence along the southerly and easterly lines of said subdivision the following 2 (two) courses: 1) N. 62°57'47" E. 129.06 ft.; 2) N. 0°20'09" E. 14.98 ft.; thence Easterly 18.02 ft. along the arc of a 300.30 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 72°57'47" E. for a distance of 18.02 ft.); thence Southeasterly 111.56 ft. along the arc of a 128.06 ft radius non-tangent curve to the right (Note: The chord to said curve bears S. 76°41'28" E. for a distance of 108.06 ft.) to the point of beginning. The above described easement contains 3,592 square feet or 0.082 acre, more or less.

Segment 9: (Segment Daybreak Commercial Park, LLC)

Affecting Tax No. 26-14-176-007, 26-14-176-006

SW1/4NW1/4 of Section 14 T.3 S., R.2 W., S.L.B.&M.

Beginning at a point in the east line of Kennecott Daybreak Bingham Creek subdivision which is 271.03 ft. S. 89°35'42" E. along the north section line and 1341.70 ft. South from the North Quarter Corner of Section 14, T.3 S., R.2 W., S.L.B.&M., and running thence S. 0°20'09" W. 32.27 ft. along said east line; thence S. 38°38'27" W. 42.26 ft.; thence S. 39°05'31" W. 102.52 ft.; thence Southerly 118.57 ft. along the arc of a 191.49 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 23°57'21" W. for a distance of 116.69 ft.); thence Southeasterly 89.99 ft. along the arc of a 55.14 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 36°38'19" E. for a distance of 80.33 ft.); thence S. 71°05'40" E. 48.18 ft.; thence Southeasterly 84.15 ft. along the arc of a 69.61 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 32°42'09" E. for a distance of 79.12 ft.); thence S. 1°03'46" W. 87.11 ft.; thence Southwesterly 80.32 ft. along the arc of a 55.39 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 33°12'54" W. for a distance of 73.47 ft.); thence Westerly 81.88 ft. along the arc of a 426.30 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 82°05'56" W. for a distance of 81.76 ft.); thence Southerly 82.87 ft. along the arc of a 45.70 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 22°29'21" W. for a distance of 71.97 ft.); thence Easterly 78.05 ft. along the arc of a 40.25 ft. radius non-tangent curve to the left (Note: The chord to said curve bears S. 67°56'25" E. for a distance of 66.38 ft.); thence Northeasterly 100.01 ft. along the arc of a 300.30 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 61°42'12" E. for a distance of 99.55 ft.) to a point in the east line of said subdivision; thence along the east and south lines of said subdivision the following 2 (two) courses: 1) S. 0°20'09" W. 14.98 ft.; 2) S. 62°57'47" W. 129.06 ft.; thence Westerly 73.40 ft. along the arc of a 60.25 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 50°09'56" W. for a distance of 68.94 ft.); thence Northeasterly 118.72 ft. along the arc of a 65.70 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 24°53'19" E. for a distance of 103.21 ft.); thence Easterly 79.76 ft. along the arc of a 406.30 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 82°16'11" E. for a distance of 79.63 ft.); thence Northeasterly 52.52 ft. along the arc of a 35.39 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 31°46'26" E. for a distance of 47.83 ft.); thence N. 1°04'07" E. 89.25 ft.; thence Northwesterly 63.02 ft. along the arc of a 49.24 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 34°38'18" W. for a distance of 58.80 ft.); thence N. 71°05'40" W. 41.77 ft.; thence Northwesterly 119.59 ft. along the arc of a 75.14 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 36°01'39" W. for a distance of 107.36 ft.); thence Northeasterly 129.85 ft. along the arc of a 211.49 ft. radius non-tangent curve to the right (Note: The chord to said curve bears N. 23°58'48" E. for a distance of 127.82 ft.); thence N. 39°05'31" E. 101.99 ft.; thence N. 38°38'27" E. 67.50 ft. to the point of beginning. The above described easement contains 19,920 square feet or 0.457 acre, more or less.

Segment 10: (OM Enterprises)

Affecting Tax No. 26-14-202-001
26-24-202-002, 26-14-202-003

SW1/4NE1/4 and the NW1/4NE1/4 of Section 14 T.3 S., R.2 W., S.L.B.&M.

Beginning at a point which is 204.52 ft. S. 89°35'42" E. along the north section line from the North Quarter Corner of Section 14, T.3 S., R.2 W., S.L.B.&M., which point is in the westerly Right-of-Way Line of Mountain View Corridor Project No. MP-0182(6), and running thence along said Right-of-Way Line the following four (4) courses, 1) S. 89°35'42" E. 10.72 ft.; 2) Southerly 214.74 ft. along the arc of a 5,967.50 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 9°35'51" E. for a distance of 214.73 ft.); 3) S. 8°34'00" E. 596.46 ft.; 4) Southerly 396.27 ft. along the arc of a 7,967.50 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 7°08'31" E. for a distance of 396.23 ft.); thence Southerly 67.40 ft. along the arc of a 176.57 ft. radius non-tangent curve to the right (Note: The chord to said curve bears S. 24°35'52" W. for a distance of 67.00 ft.); thence S. 36°00'25" W. 76.88 ft.; thence S. 38°38'27" W. 72.42 ft. to a point in the easterly line of Kennecott Daybreak Bingham Creek subdivision; thence N. 0°20'09" E. 32.27 ft. along said easterly line; thence N. 38°38'27" E. 46.64 ft.; thence N. 36°00'25" E. 76.33 ft.; thence Northerly 119.63 ft. along the arc of a 156.57 ft. radius non-tangent curve to the left (Note: The chord to said curve bears N. 13°36'58" E. for a distance of 116.74 ft.); thence N. 6°30'58" W. 100.46 ft.; thence N. 7°39'32" W. 199.17 ft.; thence N. 8°26'25" W. 201.90 ft.; thence N. 8°41'05" W. 202.41 ft.; thence N. 8°17'33" W. 200.39 ft.; thence N. 9°36'54" W. 197.07 ft.; thence N. 11°06'28" W. 41.70 ft. to the point of beginning. The above described easement contains 16,086 square feet or 0.369 acre, more or less.