



ENT 25927:2013 PG 1 of 38
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Mar 19 8:35 am FEE 0.00 BY ED
RECORDED FOR STATE OF UTAH

**AGREEMENT
OF
STIPULATION AND COMPROMISE
REGARDING JORDAN RIVER BOUNDARY**

This Agreement is entered into on the date of execution shown below between the STATE OF UTAH, by and through the Division of Forestry, Fire, and State Lands, hereinafter the DIVISION, and **Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole**, hereinafter the UPLAND LANDOWNER.

RECITALS

1. The bed of the Jordan River was navigable at statehood and passed to the STATE OF UTAH under the equal footing doctrine upon admission of Utah to the United States on January 4, 1896. The navigability of the Jordan River has not been judicially adjudicated.
2. The STATE OF UTAH'S ownership and management of the bed of the Jordan River are subject to a duty to preserve and protect the public trust values reserved and established at common law and as established by Article XX of the Utah Constitution and the laws of Utah.
3. The DIVISION is authorized by the provisions of Sections 65A-1-2 and 65A-10-1, of the Utah Code, to manage the sovereign lands of the STATE OF UTAH. The DIVISION has been delegated responsibility to manage sovereign lands in the best interests of the State, and with authority to lease or sell sovereign lands but only in quantities and for the purposes as serve the public interest and do not interfere with the public trust of these lands.
4. The DIVISION is further authorized by the provisions of Section 65A-10-3, Utah Code, to enter into agreements with the owners of lands adjoining navigable streams for the purpose of establishing the boundaries of the sovereign lands of the State, subject to the requirements for consultation and notice as required by that section.

5. The DIVISION has given notice, as required by the foregoing statutes, to the affected state agencies and to any person with an ownership interest in the lands affected by this Agreement establishing the boundary between the adjoining lands and the sovereign lands. The DIVISION has also consulted with the Attorney General's office concerning this Agreement.

6. The UPLAND LANDOWNER acknowledges that the DIVISION claims ownership of the sovereign lands of the Jordan River which are those lands lying below the ordinary high watermark as of the date of statehood and owned by the State by virtue of its sovereignty. The DIVISION does not warrant to UPLAND LANDOWNER the validity of title to lands claimed by DIVISION. UPLAND LANDOWNER shall have no claim for damages against the DIVISION for any claimed failure or deficiency of DIVISION'S title to said lands or for interference by any third party. The DIVISION acknowledges that the UPLAND LANDOWNER claims ownership of an interest in the lands adjacent to and upland of said sovereign lands. The DIVISION'S claim of ownership includes lands lying below the federally surveyed meander line.

7. The unique historical and physical characteristics of the Jordan River and the lands near the boundary between the sovereign lands and the adjoining lands subject to this Agreement have limited the availability of evidence of any vegetative or erosion line which can now be clearly identified by either party in order to determine the ordinary high water mark for these lands at the date of statehood.

8. The DIVISION and the UPLAND LANDOWNER acknowledge that the location of the ordinary high watermark as of the date of statehood is not now known to the DIVISION nor to the UPLAND LANDOWNER and is not now capable of determination or survey by reference to a known monument.

9. The DIVISION and the UPLAND LANDOWNER acknowledge that the location of the ordinary high watermark may be subject to determination by a proper adjudication of the relevant facts and issues. The parties to this Agreement may disagree about the facts and issues relevant to such a determination.

10. The DIVISION and the UPLAND LANDOWNER acknowledge that the location of the ordinary high watermark, as it may be located upon the lands which are subject to this Agreement, has not been adjudicated or otherwise determined by any judicial authority with jurisdiction to determine such matters.

11. The UPLAND LANDOWNER claims ownership of the following land adjoining the Jordan River as follows:

UTAH COUNTY TAX PARCEL NUMBER(S)	OWNERS	INTEREST	SOURCE/DATE
580370016	Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole	100 %	
580350066	Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole	100 %	
580380013	Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole	100 %	

12. The DIVISION claims an interest in lands lying below the surveyed meander line and the ordinary high water mark of Jordan River at statehood.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND RELEASES OF CLAIMS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The DIVISION releases and quit claims to the UPLAND LANDOWNER all of its title, ownership, claims, rights, choses in action, rights of way, easements, and all other rights appurtenant or separate to the real property located westward and upland of the proposed boundary line, which is described on the attached Exhibit 1, and as proposed in the attached Record of Decision No. 12-0911-0001 and accompanying Exhibits (attached hereto as Exhibit 2), subject to the limitations and reservations as set forth in this Agreement.

2. The UPLAND LANDOWNER releases and quit claims to the DIVISION for and on behalf of the STATE OF UTAH all of their title, ownership, claims, rights, choses in action, rights of way, easements and all other rights appurtenant or separate to a parcel of land lying eastward and riverward of and below the proposed boundary line, which is described on Exhibit 1 hereto, and as described in the attached Record of Decision No. 12-0911-0001 (Exhibit 2).

3. The lands released and compromised by the UPLAND LANDOWNER to the DIVISION by the terms of this Agreement shall be sovereign lands subject to the rights of the public to access the lands and to use the lands in manners consistent with the public trust.

4. This Agreement is entered into in lieu of and under the threat of litigation to determine the location of the boundary between the sovereign lands and the adjoining lands. These parties reaffirm the facts as set forth in the recitals to this Agreement. This boundary is intended by the parties to reasonably approximate the boundary of the sovereign lands at the time of statehood based on the facts and arguments of the parties to this Agreement and based on the facts and arguments contained in the attached Record of Decision and accompanying Exhibits. It is understood and agreed by the parties to this Agreement that the boundary shall, after settlement, continue to be subject to potential change pursuant to applicable legal doctrines, e.g. erosion, accretion, etc. It is the intention of the parties that the boundary be situated to allow for

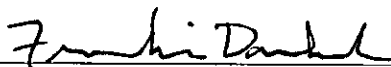
recreational access to sovereign land from the public right-of-way at the southern end of the boundary (Saratoga Drive) without members of the public having to cross over land owned by the UPLAND LANDOWNER.

5. This Agreement is only intended to resolve the dispute between these parties with regard to the boundary between the properties. Any use of sovereign lands by the UPLAND LANDOWNER will need to be resolved with the State by separate agreement. The statements or agreements herein are not intended to pertain to the location of the ordinary high water mark on other areas of the Jordan River or in other disputes. The State reserves the right to dispute the location of the ordinary high watermark at other locations in other litigation with these or other parties. Any statements or agreements herein are for settlement purpose only and not admissible as statements of fact or policy in any other litigation between the Division and any upland landowners pertaining to the boundary of the Jordan River or otherwise.

6. This Stipulation and Compromise Agreement shall be binding upon the heirs and assigns of the parties to this Agreement, shall be recorded at the office of the Utah County Recorder, and is understood and intended to run with the land.

APPROVED AS TO FORM
ATTORNEY GENERAL

BY:



Fredrie J. Donaldson
Assistant Attorney General

UPLAND LANDOWNER: VALLEY VIEW STAKE OF
THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS, a Utah
corporation sole
c/o Property Reserve, Inc.
51 South Main Street, Suite 301
Salt Lake City, Utah 84111

By: 
Name (Print)

PRESIDENT Jeff Simpson
Its: Incumbent Corporate Officer

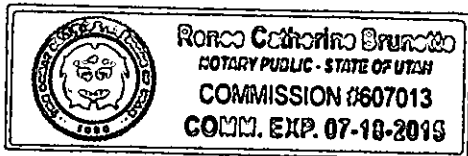
STATE OF UTAH)
 : §
COUNTY OF SALT LAKE)

On the 5 day of MARCH, 2013, personally appeared before me,
JEFF SIMPSON, known or satisfactorily proved to me to be the Incumbent
Corporate Officer of Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a
Utah corporation sole, who acknowledged to me that he signed the foregoing instrument as
authorized agent for said corporation.

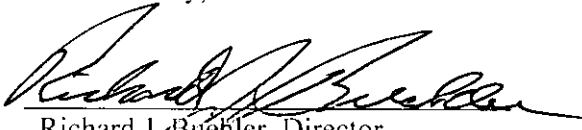
Given under my hand and seal this 5 day of MARCH, 2013.

Seal:


Notary Public



DIVISION: STATE OF UTAH
DIVISION OF FORESTRY, FIRE AND STATE
LANDS
1594 West North Temple, Suite 3520
PO Box 145703
Salt Lake City, Utah 84114-5703

By: 
Richard J. Buehler, Director

STATE OF UTAH

COUNTY OF SALT LAKE

On the 6 day of March, 2013, Richard J. Buehler personally appeared before me, who being by me duly sworn did say that he is the Director of the Division of Forestry, Fire & State Lands of the State of Utah, and said Richard J. Buehler acknowledged to me that he executed the same on behalf of the Division.

Given under my hand and seal this 6 day of March, 2013.

Seal:


Notary Public

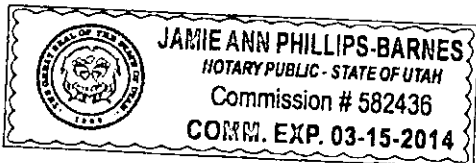


EXHIBIT 1

LEGAL DESCRIPTION OF BOUNDARY



Engineers +
Surveyors

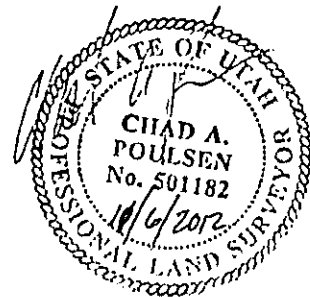
LEGAL DESCRIPTIONS
PREPARED FOR
PROPERTY RESERVE, INC.
SARATOGA SPRINGS, UTAH
(November 6, 2012)

**PROPOSED BOUNDARY ALONG
THE JORDAN RIVER**

A portion of Sections 23, 24 and 25, Township 5 South, Range 1 West, Salt Lake Base & Meridian, Saratoga Springs, Utah County, Utah, more particularly described as follows:

Beginning at a rebar and cap (PLS#501182) on the South Right-of-way line of Pioneer Crossing being located N0°30'37"W along the Section Line 1003.17 feet and West 365.09 feet from the East ¼ Corner of Section 23, T5S, R1W, S.L.B. & M.; thence S16°37'01"W 113.17 feet; thence S6°16'31"E 143.75 feet; thence S40°15'03"E 199.57 feet; thence S52°15'00"E 326.50 feet to the East Line of said Section 23; thence S60°15'43"E 271.16 feet; thence S13°20'52"W 150.65 feet; thence S42°43'56"W 159.53 feet; thence S20°23'15"W 180.74 feet; thence S12°40'30"E 257.32 feet; thence S38°30'26"E 446.67 feet; thence S32°44'40"E 135.96 feet; thence S50°30'29"E 240.72 feet; thence S64°50'35"E 70.79 feet; thence S28°30'43"E 128.54 feet; thence S3°51'58"E 124.82 feet; thence S17°06'35"W 75.45 feet; thence S26°49'30"E 144.48 feet; thence S11°14'54"E 99.00 feet; thence S1°25'50"W 228.24 feet; thence S5°51'50"E 265.23 feet; thence S36°31'03"W 221.75 feet; thence S11°52'35"W 207.96 feet; thence S17°28'58"E 200.11 feet; thence S71°09'38"E 381.70 feet; thence N83°49'20"E 241.90 feet; thence N80°53'56"E 338.24 feet; thence S63°16'27"E 141.94 feet; thence S86°19'21"E 148.71 feet; thence S31°07'21"E 155.89 feet; thence S37°31'09"E 248.04 feet to the Westerly Line of Saratoga Drive which is the point of terminus from which the point of beginning bears N31°39'57"W 4836.97 feet.

(All angle points described in the above legal description are marked with a rebar and cap (PLS#501182) together with a t-post set alongside).



Services Include:

- Engineering
 - Civil
 - Structural
- Surveying
- Land Planning

Corporate Office: 3302 N. Main Street • Spanish Fork, UT 84660 • P: 801.798.0555 • F 801.798.9393
Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065 • P: 801.495.2844 • F801.495.2847
Boise Office: 2040 S. Eagle Road • Meridian, ID 83642 • P: 208.846.9600 • F208.846.9605



EXHIBIT 2

RECORD OF DECISION NO. 12-0911-0001

RECORD OF DECISION

RECORD NUMBER: 12-0911-0001

DATE OF EXECUTION:

12/27/2012

JORDAN RIVER BOUNDARY

AGREEMENT NO: 0001

UPLAND LANDOWNER:

CERTIFIED MAIL NO. _____

**Valley View Stake of
The Church of Jesus Christ
of Latter-day Saints,
a Utah corporation sole
c/o Property Reserve, Inc.
51 South Main Street, Suite 301
Salt Lake City, Utah 84111
Attn: Steve Romney/Daniel Wright**

AFFECTED PARTIES & ADJACENT LANDOWNERS:

**Valley View Stake of
The Church of Jesus Christ
of Latter-day Saints,
a Utah corporation sole
c/o Property Reserve, Inc.
51 South Main Street, Suite 301
Salt Lake City, Utah 84111**

Cert. Mail # 7005 1820 0001 5562 8774

The Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole owns the affected Utah County tax parcels of 580350066, 580380013 and 580370016.

**Utah Department of Transportation
4501 South 2700 West
P.O. Box 148455
Salt Lake City, UT 84114-8455**

Cert Mail # 7005 1820 0001 5562 8767

The Utah Department of Transportation owns a parcel of land and possesses a public right-of-way immediately to the North of the affected parcels.

**Town of Saratoga Springs
1307 N. Commerce Dr. #200
Saratoga Springs, UT 84045**

Cert Mail # 7005 1820 0001 5562 8750

The town of Saratoga Springs owns or possesses public right-of-way immediately to the South of the affected parcels Utah County tax parcel 580370044.

ROD No. 12-0911-0001

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Utah County
100 East Center Street
Suite 2100
Provo, Utah 84606

Cert. mail #: 7005 1820 0001 5562 8743
Utah County owns land across the river, Utah County tax parcel 580360009.

Patricia M. Chiu
6524 Elmdale Rd.
Alexandria, VA 22312

Cert. mail #: 7005 1820 0001 5562 8668
Patricia M. Chiu owns land across the river, Utah County tax parcel 580360010.

DESCRIPTION OF LANDS DIRECTLY AFFECTED:

This Record of Decision affects the sovereign land immediately adjacent to the upland property owned by **Valley View Stake of The Church of Jesus Christ of Latter-day Saints**, a Utah corporation sole, hereinafter the “**Upland Landowner**” and shown on the attached map (**Exhibit A1**) and identified by the following parcel designation: **Utah County Parcel numbers 580350066, 580380013 and 580370016.**

REQUESTED/PROPOSED ACTION

Approval of an agreement to determine the boundary between the sovereign lands of the State of Utah along the Jordan River and the adjacent lands owned by the **Upland Landowner**. The general location of the land subject to the agreement is the west side of the Jordan River from the Saratoga Drive public right-of-way to the Pioneer Crossing public right-of-way (see **Exhibit A1**).

This boundary settlement is intended to establish the boundary between the State of Utah and the **Upland Landowner** as of the date of the settlement. It is understood and agreed by the parties that the boundary shall, after settlement, continue to be subject to change pursuant to applicable legal doctrines, e.g. erosion, accretion, etc.

I. RELEVANT FACTUAL BACKGROUND

A. Description of the Adjoining Land

The **Upland Landowner** owns property adjacent to the sovereign lands of the Jordan River, (see **Exhibit A1**). Vegetation is mostly grass and brush with non-native Russian olive near the river bank. Farmland operated by the **Upland Landowner** is the predominant use of the land. Wildlife values/use of the sovereign land is mainly fisheries along the banks of the river and some bird habitat within vegetation above the banks of the river. Photographs included in

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Exhibit D characterize the existing shoreline and area description.

B. Description of the Land and Current Uses

The upland lands and adjoining properties are characterized by landscapes of open space, grass, shrubs and farmland. The Upland Landowner has historically cultivated as much of this land as possible through the use of a central pivot irrigation system to provide water. There has been one area, the outer portion of a 45 degree arc that is generally unusable for agriculture. The rest of the central pivot system is shared between deeded lands owned by the Upland Landowner and land claimed by the State of Utah. Much of the central pivot area has never been deeded and shows up on early plat maps as land lying below the federally-surveyed meander line and/or as a hot springs marsh. The Upland Landowner or its successors in interest claim to have been farming and/or grazing this land for approximately 100 years.

The northern 1500 feet (approximate) of the west side river bank in recent years has been open space pasture land. Grazing appears to have been the main use for this land.

The southern 1900 feet (approximate) of the west side river bank is located in a low lying wetland area and there is a warm spring which drains into the Jordan River through this area. The area is used by people accessing the bank for fishing. In the past it also may have also been used for grazing.

The east side of the river contains recreation sites in the form of the Jordan River Parkway Trail with a trailhead adjacent to the N. Saratoga Rd/W 7200 North and Utah County's model airplane park. The rest of the land to the east is privately owned and has been used for open space/pasture grazing with limited development.

C. Description of the Proposed Boundary Line

The upland lands are located in **Township 5 South, Range 1 West, Section 23, 24 and 25**. A proposed boundary between the upland lands and sovereign land was identified jointly by the Upland Landowner and Richard J. Buehler, Director of the Utah Division of Forestry, Fire and State Lands and subsequently surveyed (**Exhibit B2**). The proposed boundary location was chosen to represent an adequate amount of river bank as to prevent the river from encroaching on private land in the near future and has been situated to allow for public access to sovereign land from the public right-of-way at the southern end of the boundary (Saratoga Drive) without members of the public having to cross over land owned

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by the Upland Landowner. The legal description of the proposed boundary is set forth in **Exhibit B1**.

II. STATUTORY AUTHORITY.

The authority of the Division of Forestry, Fire, and State Lands to manage sovereign lands is set forth in Utah Code Ann. § 65A-1-2, § 65A-1-4, § 65A-2-1, and § 65A-10-1.

The Division is required by Utah Code Ann. § 65A-2-2 to develop planning procedures for natural and cultural resources. Utah Code Ann. § 9-8-301 *et seq.* requires that the state protect paleontological, archaeological, and cultural resources and Indian burial sites on sovereign lands.

Utah Code Ann. § 65A-10-1 provides that the division may sell or lease sovereign land “only in the quantities and for the purposes as serve the public interest and do not interfere with the public trust.”

The authority of the Division to establish boundaries is set forth in Utah Code Ann. § 65-10-3 which provides:

1. The Division, after consultation with the attorney general and affected state agencies, shall develop plans for the resolution of disputes over the location of sovereign land boundaries.
2. The Division, after notice to affected state agencies and any person with an ownership interest in the land, may enter into agreements with owners of land adjoining navigable lakes and streams to establish sovereign land boundaries.

In 2011, The Utah Division of Forestry, Fire and State Lands was contacted by Property Reserve, Inc., a Utah non-profit corporation, on behalf of the Upland Landowner with a request to resolve the issue of the boundary between these parties on the parcels of land listed here within.

III. EVALUATION OF FACTS

A. Boundary Location

The Upland Landowner has agreed to settle the boundary at the described location. The proposed boundary line, which generally follows the river’s current

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banks, is agreed by the parties to be the boundary between public and private property, and is described in **Exhibit B1**. The boundary is intended to follow the course of the river channel. The boundary may change through natural processes including erosion and accretion.

B. Access

Access to the sovereign lands below the described boundary has been available from the river-side or with permission from the Upland Landowner. Access to the sovereign lands of Jordan River is also available through public rights-of-ways, such as county roads, that are located at various points along the river's length. However, the public is not authorized to access upland private property under this agreement. Other public access arrangements may be made separate from this agreement. The boundary is situated to allow access to sovereign land from the public right-of-way at the southern end of the boundary (Saratoga Drive) without members of the public having to cross over land owned by the Upland Landowner

C. Authority for Agreement

The owners of the adjacent properties, affected state agencies, and the public will be advised that this decision document is complete and available for review. This satisfies Utah Code Annotated § 65A-10-3.

The proposed boundary line is supportable based on historical evidence of use and on the establishment of a buffer area above the river channel. The Division has determined that possible sovereign land values are riverward of the proposed boundary line.

IV. CONCLUSION/ACTION

Based upon the preceding analysis, the Division determines that the sovereign land boundary should be established between the Jordan River and the upland property as set forth in this Record of Decision and as shown on the attached exhibits. The Division shall execute the attached Agreement of Stipulation and Compromise between the Division of Forestry, Fire, and State Lands and Upland Landowner (**Exhibit C**) with the purpose of resolving the boundary between State sovereign lands and the lands owned by the Upland Landowner.

V. ADMINISTRATIVE APPEALS

A. Parties having an interest in this action may file a petition for administrative review by the Director of the Department of Natural Resources. Said petition

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must be in writing and shall contain:

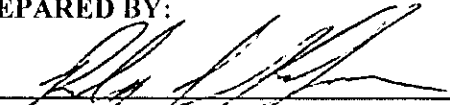
1. The statute, rule, or policy with which the Division action is alleged to be inconsistent;
2. The nature of the inconsistency of the Division action with the statute, rule or policy;
3. The action the petitioner feels would be consistent under the circumstances with statute, rule or policy; and
4. The injury realized by the party that is specific to the party arising from Division action. If the injury identified by the petition is not peculiar to the petitioner as a result of the Division action, the Director will decline to undertake consistency review.

Said petition must be received by the Director of the Division of Forestry, Fire, and State Lands by 5:00 p.m. on JANUARY 24th 2013

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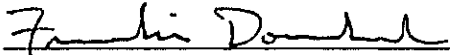
PREPARED BY:



Randy J. Kaufman, Sovereign Lands Analyst
Division of Forestry, Fire and State Lands

Date: December 12, 2012

REVIEWED BY:



Fredric J. Donaldson
Assistant Attorney General

Date: 12/12/2012


REVIEWED BY:



Ben Bloodworth, Wasatch Front Area Manager
Division of Forestry, Fire and State Lands

Date: 20 Dec 2012

REVIEWED BY:



Laura Ault, Sovereign Lands Coordinator,
Division of Forestry, Fire and State Lands

Date: 12-20-12

APPROVED BY:



Richard J. Buehler, Director
Division of Forestry, Fire and State Lands

Date: 12/27/12

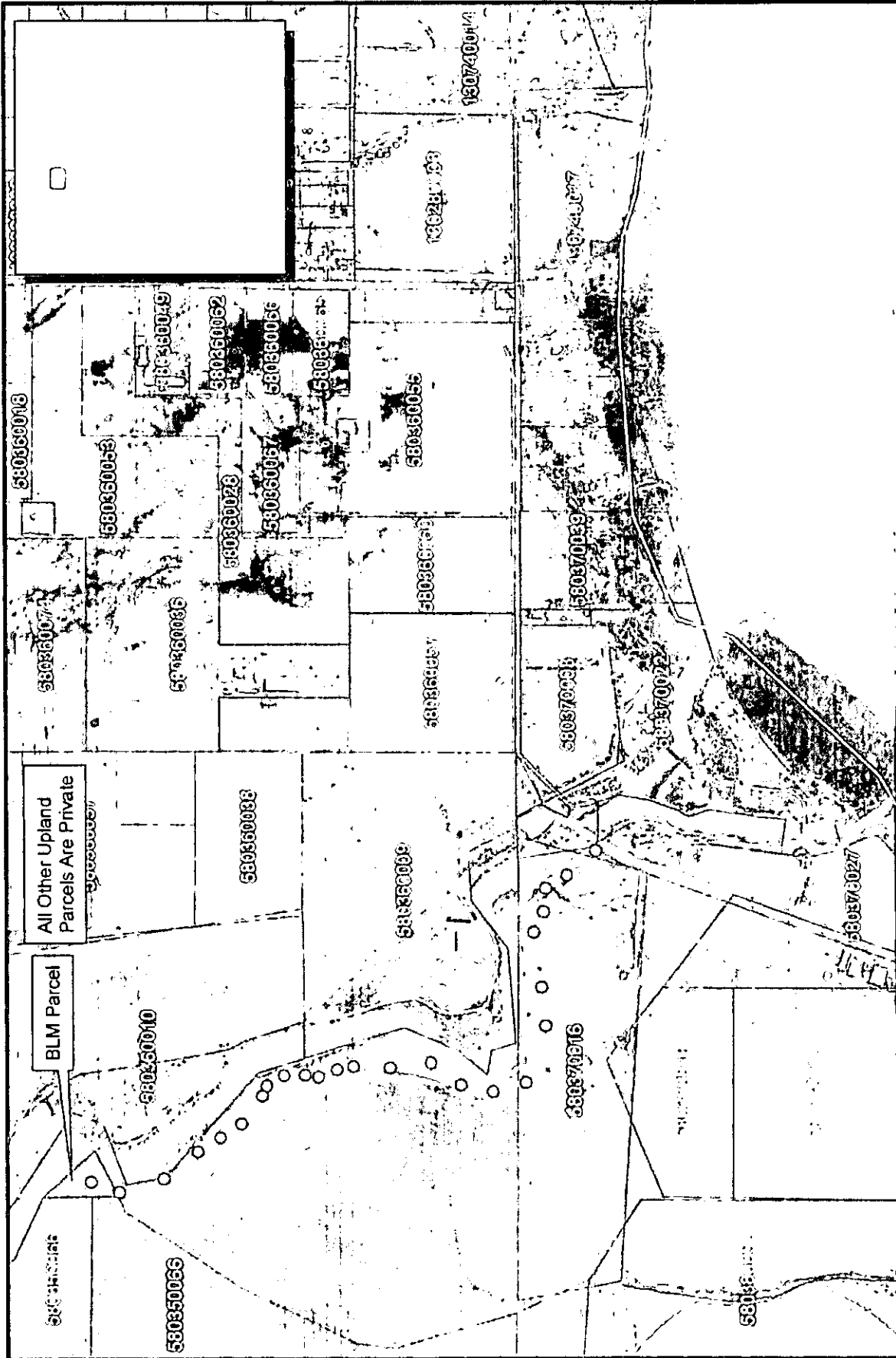
LIST OF EXHIBITS TO ROD

- A. PROPERTY LOCATION MAPS**
 - 1. General Location on Jordan River
 - 2. Parcel(s) Location (BLM Survey)
- B. LOCATION OF PROPOSED BOUNDARY LINE**
 - 1. Legal Description
 - 2. Surveys Setting Forth Boundary Legal Description
- C. DRAFT AGREEMENT OF STIPULATION AND COMPROMISE**
- D. PHOTOGRAPHS**

EXHIBIT A TO ROD

12-0911-0001


PROPERTY LOCATION MAPS



All Other Upland
Parcels Are Private

BLM Parcel

5 May 2011 Waypoints
Jordan River - Utah Lake

○ Waypoints
 Meander Line  Parcels

0 500 1,000 1,500 2,000 2,500 3,000 3,500 4,000 4,500 Feet



May 2011
 March 2006 Aerial Photographs
 Utah Forestry, Fire, and State Lands

EXHIBIT B TO ROD

12-0911-0001

LOCATION OF PROPOSED BOUNDARY LINE



Engineers+
Surveyors

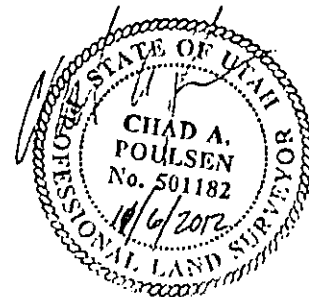
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SARATOGA SPRINGS, UTAH
(November 6, 2012)

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(All angle points described in the above legal description are marked with a rebar and cap (PLS#501182) together with a t-post set alongside).



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Salt Lake Office: 14441 South 980 West • Bluffdale, UT 84065 • P: 801.495.2844 • F801.495.2847
Boise Office: 2040 S. Eagle Road • Meridian, ID 83642 • P: 208.846.9600 • F208.846.9605



EXHIBIT C TO ROD

12-0911-0001

DRAFT AGREEMENT OF STIPULATION AND COMPROMISE

**AGREEMENT
OF
STIPULATION AND COMPROMISE
REGARDING JORDAN RIVER BOUNDARY**

This Agreement is entered into on the date of execution shown below between the STATE OF UTAH, by and through the Division of Forestry, Fire, and State Lands, hereinafter the DIVISION, and Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, hereinafter the UPLAND LANDOWNER.

RECITALS

1. The bed of the Jordan River was navigable at statehood and passed to the STATE OF UTAH under the equal footing doctrine upon admission of Utah to the United States on January 4, 1896. The navigability of the Jordan River has not been judicially adjudicated.

2. The STATE OF UTAH'S ownership and management of the bed of the Jordan River are subject to a duty to preserve and protect the public trust values reserved and established at common law and as established by Article XX of the Utah Constitution and the laws of Utah.

3. The DIVISION is authorized by the provisions of Sections 65A-1-2 and 65A-10-1, of the Utah Code, to manage the sovereign lands of the STATE OF UTAH. The DIVISION has been delegated responsibility to manage sovereign lands in the best interests of the State, and with authority to lease or sell sovereign lands but only in quantities and for the purposes as serve the public interest and do not interfere with the public trust of these lands.

4. The DIVISION is further authorized by the provisions of Section 65A-10-3, Utah Code, to enter into agreements with the owners of lands adjoining navigable streams for the purpose of establishing the boundaries of the sovereign lands of the State, subject to the requirements for consultation and notice as required by that section.

5. The DIVISION has given notice, as required by the foregoing statutes, to the affected state agencies and to any person with an ownership interest in the lands affected by this Agreement establishing the boundary between the adjoining lands and the sovereign lands. The DIVISION has also consulted with the Attorney General's office concerning this Agreement.

6. The UPLAND LANDOWNER acknowledges that the DIVISION claims ownership of the sovereign lands of the Jordan River which are those lands lying below the ordinary high watermark as of the date of statehood and owned by the State by virtue of its sovereignty. The DIVISION does not warrant to UPLAND LANDOWNER the validity of title to lands claimed by DIVISION. UPLAND LANDOWNER shall have no claim for damages against the DIVISION for any claimed failure or deficiency of DIVISION'S title to said lands or for interference by any third party. The DIVISION acknowledges that the UPLAND LANDOWNER claims ownership of an interest in the lands adjacent to and upland of said sovereign lands. The DIVISION'S claim of ownership includes lands lying below the federally surveyed meander line.

7. The unique historical and physical characteristics of the Jordan River and the lands near the boundary between the sovereign lands and the adjoining lands subject to this Agreement have limited the availability of evidence of any vegetative or erosion line which can now be clearly identified by either party in order to determine the ordinary high water mark for these lands at the date of statehood.

8. The DIVISION and the UPLAND LANDOWNER acknowledge that the location of the ordinary high watermark as of the date of statehood is not now known to the DIVISION nor to the UPLAND LANDOWNER and is not now capable of determination or survey by reference to a known monument.

9. The DIVISION and the UPLAND LANDOWNER acknowledge that the location of the ordinary high watermark may be subject to determination by a proper adjudication of the relevant facts and issues. The parties to this Agreement may disagree about the facts and issues relevant to such a determination.

10. The DIVISION and the UPLAND LANDOWNER acknowledge that the location of the ordinary high watermark, as it may be located upon the lands which are subject to this Agreement, has not been adjudicated or otherwise determined by any judicial authority with jurisdiction to determine such matters.

The UPLAND LANDOWNER claims ownership of the following land adjoining the Jordan River, as follows:

UTAH COUNTY TAX PARCEL NUMBER(S)	OWNERS	INTEREST	SOURCE/DATE
580370016	Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole	100 %	
580350066	Valley View Stake of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole	100 %	
580380013	Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole	100 %	

12. The DIVISION claims an interest in lands lying below the surveyed meander line and the ordinary high water mark of Jordan River at statehood.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND RELEASES OF CLAIMS CONTAINED HEREIN, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The DIVISION releases and quit claims to the UPLAND LANDOWNER all of its title, ownership, claims, rights, choses in action, rights of way, easements, and all other rights appurtenant or separate to the real property located westward and upland of the proposed boundary line, which is described on the attached Exhibit 1, and as proposed in the attached Record of Decision No. 12-0911-0001 and accompanying Exhibits (attached hereto as Exhibit 2), subject to the limitations and reservations as set forth in this Agreement.

2. The UPLAND LANDOWNER releases and quit claims to the DIVISION for and on behalf of the STATE OF UTAH all of their title, ownership, claims, rights, choses in action, rights of way, easements and all other rights appurtenant or separate to a parcel of land lying eastward and riverward of, and below the proposed boundary line, which is described on Exhibit 1 hereto, and as described in the attached Record of Decision No. 12-0911-0001 (Exhibit 2).

3. The lands released and compromised by the UPLAND LANDOWNER to the DIVISION by the terms of this Agreement shall be sovereign lands subject to the rights of the public to access the lands and to use the lands in manners consistent with the public trust.

4. This Agreement is entered into in lieu of and under the threat of litigation to determine the location of the boundary between the sovereign lands and the adjoining lands. These parties reaffirm the facts as set forth in the recitals to this Agreement. This boundary is intended by the parties to reasonably approximate the boundary of the sovereign lands at the time of stachood based on the facts and arguments of the parties to this Agreement and based on the facts and arguments contained in the attached Record of Decision and accompanying Exhibits. It is understood and agreed by the parties to this Agreement that the boundary shall, after settlement, continue to be subject to potential change pursuant to applicable legal doctrines, e.g. erosion, accretion, etc. It is the intention of the parties that the boundary be situated to allow for

recreational access to sovereign land from the public right-of-way at the southern end of the boundary (Saratoga Drive) without members of the public having to cross over land owned by the UPLAND LANDOWNER.

5. This Agreement is only intended to resolve the dispute between these parties with regard to the boundary between the properties. Any use of sovereign lands by the UPLAND LANDOWNER will need to be resolved with the State by separate agreement. The statements or agreements herein are not intended to pertain to the location of the ordinary high water mark on other areas of the Jordan River or in other disputes. The State reserves the right to dispute the location of the ordinary high watermark at other locations in other litigation with these or other parties. Any statements or agreements herein are for settlement purpose only and not admissible as statements of fact or policy in any other litigation between the Division and any upland landowners pertaining to the boundary of the Jordan River or otherwise.

6. This Stipulation and Compromise Agreement shall be binding upon the heirs and assigns of the parties to this Agreement, shall be recorded at the office of the Utah County Recorder, and is understood and intended to run with the land.

DIVISION: STATE OF UTAH
DIVISION OF FORESTRY, FIRE AND STATE
LANDS
1594 West North Temple, Suite 3520
PO Box 145703
Salt Lake City, Utah 84114-5703

By: _____
Richard J. Buehler, Director

STATE OF UTAH

COUNTY OF SALT LAKE

On the _____ day of _____, 2012, Richard J. Buehler personally appeared before me, who being by me duly sworn did say that he is the Director of the Division of Forestry, Fire & State Lands of the State of Utah, and said Richard J. Buehler acknowledged to me that he executed the same on behalf of the Division.

Given under my hand and seal this _____ day of _____, 2012

Seal:

Notary Public

UPLAND LANDOWNER: VALLEY VIEW STAKE OF
THE CHURCH OF JESUS CHRIST
OF LATTER-DAY SAINTS, a Utah
corporation sole
c/o Property Reserve, Inc.
51 South Main Street, Suite 301
Salt Lake City, Utah 84111

By: _____
Name (Print)

Its: Incumbent Corporate Officer

STATE OF UTAH)
COUNTY OF)

On the _____ day of _____, 2012, personally appeared before me, _____, known or satisfactorily proved to me to be the Incumbent Corporate Officer of Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, who acknowledged to me that he signed the foregoing instrument as authorized agent for said corporation.

Given under my hand and seal this _____ day of _____, 2012.

Seal:

Notary Public

EXHIBIT D TO ROD

12-0911-0001

PHOTOGRAPHS

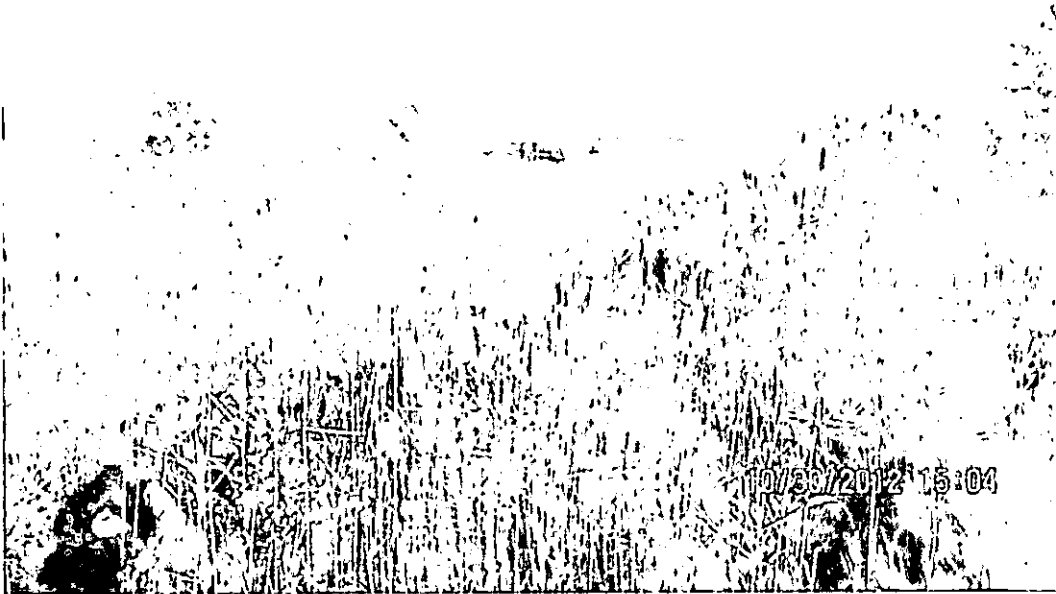


Figure 1: View from North near Bridge Looking South



Figure 2: View from North near Bridge Looking South



Figure 3: View from South Looking North

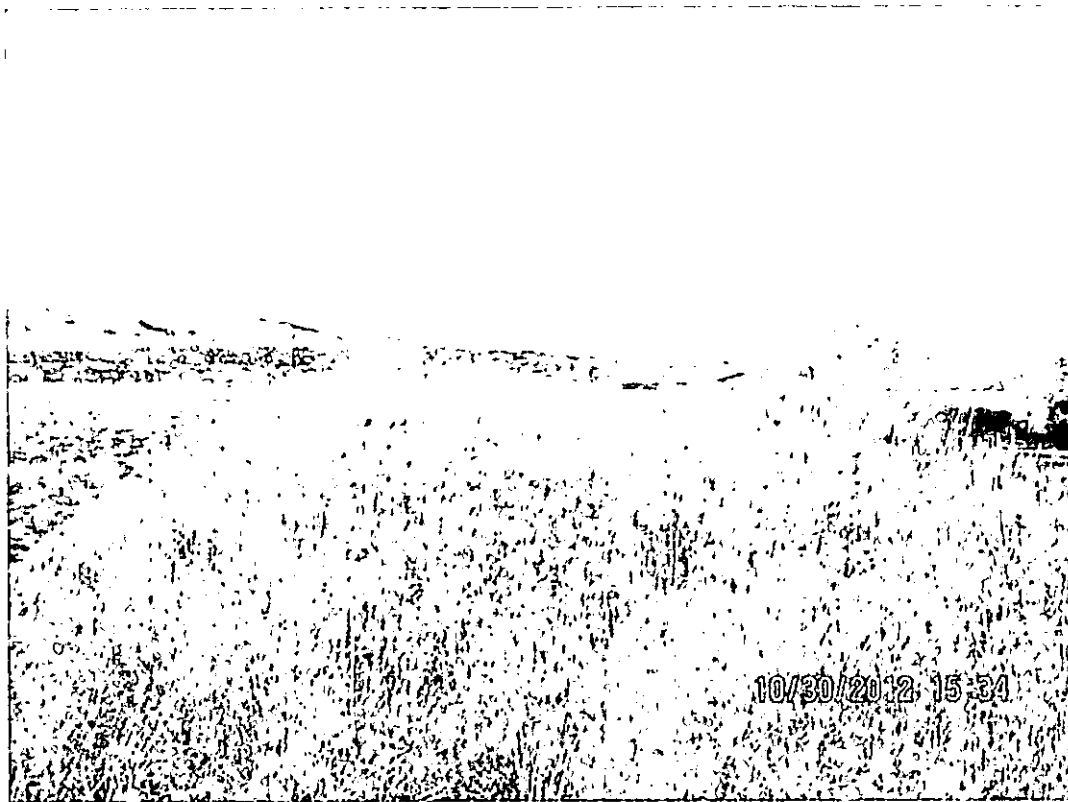


Figure 4: View from South Looking North to Bridge



Figure 5: View from South Bridge Looking North

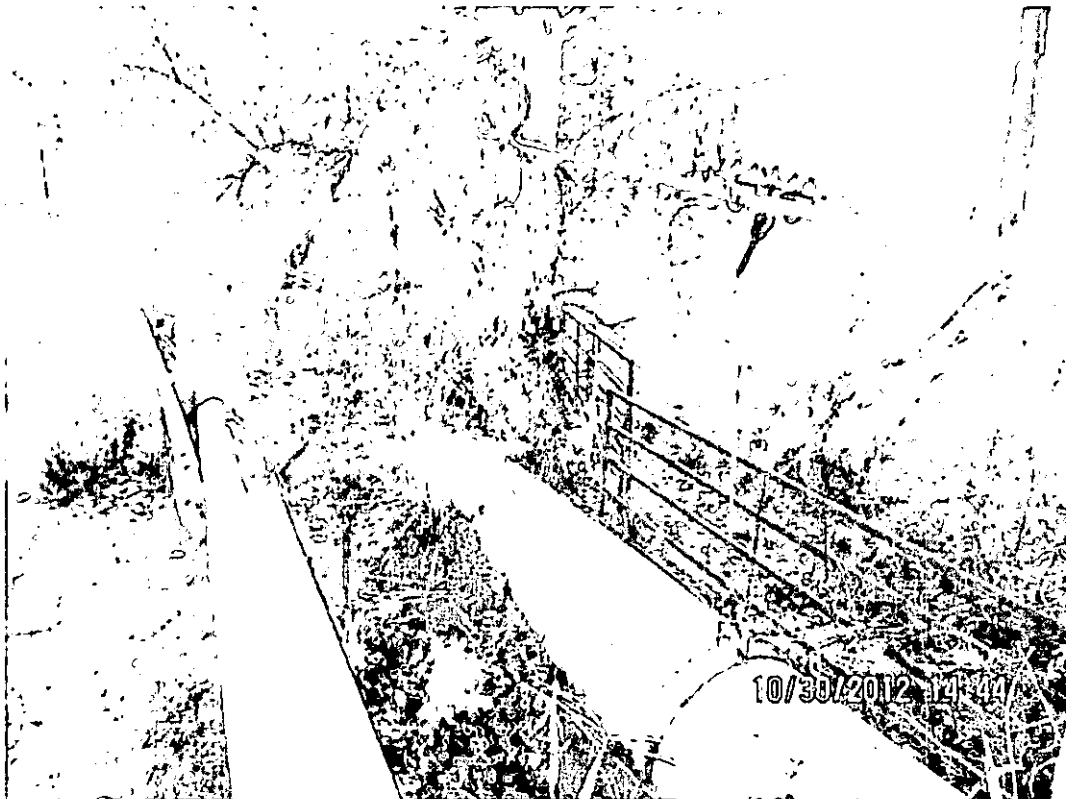


Figure 6: South Bridge Looking West

Proposed Jordan River Boundary

