

WHEN RECORDED, MAIL TO:

Canyon Creek Commercial Center L.L.C.  
c/o Woodbury Corporation  
2733 East Parleys Way, Suite 300  
Salt Lake City, Utah 84109



ENT 7867:2014 PG 1 of 25  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2014 Feb 04 4:03 pm FEE 68.00 BY SS  
RECORDED FOR TITLE WEST TITLE CO

**DECLARATION AND GRANT OF TEMPORARY UTILITY EASEMENT**

This DECLARATION AND GRANT OF TEMPORARY UTILITY EASEMENT (the "*Easement Agreement*") is made and entered into as of the 31 day of JANUARY, 2014 (the "*Effective Date*"), by and between CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah nonprofit corporation ("*Canyon Creek*"), and SPANISH FORK CITY, a Utah municipal corporation (the "*City*"). Canyon Creek and the City are referred to herein individually as a "*Party*" and, collectively, as the "*Parties*."

WHEREAS, Canyon Creek owns that certain real property situated in the City of Spanish Fork, Utah County, Utah, as more particularly described and shown in attached *Exhibit "A"* (the "*Canyon Creek Property*");

WHEREAS, in anticipation of the development of (a) the Canyon Creek Property and (b) certain other property near, contiguous or adjacent to the Canyon Creek Property, the City and Tenedor L.L.C., predecessor in interest to Canyon Creek, entered into that certain Canyon Creek Development Agreement, dated as of the 20<sup>th</sup> day of August, 2013 (the "*Canyon Creek Development Agreement*");

WHEREAS, pursuant to and in accordance with the Canyon Creek Development Agreement, Tenedor L.L.C., predecessor in interest to Canyon Creek, committed to undertake and complete the planning, design, engineering and construction of certain utility improvements (collectively, the "*Utility Improvements*"), as generally depicted on that certain Master Utility Plan (the "*Master Utility Plan*") approved by the City on September 3, 2013 as part of the Canyon Creek Shopping Center Preliminary Plan, a copy of which is attached as *Exhibit "B"* (the "*Canyon Creek Preliminary Plan*"), and as more particularly described in the Canyon Creek Development Agreement;

WHEREAS, in connection with the foregoing and pursuant to Spanish Fork Ordinance No. 14-13 and Ordinance No. 14-14 (together, the "*Vacation Ordinances*"), the City has vacated the Public Utility Easements located within the Easement Property more particularly described in *Exhibit "C"* attached hereto (the "*Easement Property*"), subject to the execution and delivery of this Easement Agreement;

WHEREAS, pending completion of the improvements for, and the dedication and the City's acceptance of, the Utility Improvements depicted in the Master Utility Plan, the City desires, and Canyon Creek is willing to grant, temporary, non-exclusive utility easements for the benefit of the City over, under and across the Easement Property, all as specified in, and subject to the terms and conditions of, this Easement Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants set forth herein, together with the mutual benefits to be derived from this Easement Agreement and the Canyon Creek Development Agreement, Canyon Creek and the City agree as follows.

1. Grant of Utility Easements. Subject to the terms and conditions of this Easement Agreement, Canyon Creek hereby grants and conveys to the City nonexclusive, temporary easements over, upon, under, along and across the Easement Property (collectively, the "*Utility Easements*") solely for purposes of

operating, repairing, maintaining, and removing the existing public utility facilities and improvements located thereon as of the Effective Date, specifically including those facilities, systems and lines for water (including for primary and secondary uses and for culinary, redundant and irrigation purposes), sanitary sewer, stormwater and electrical power (including transmission and distribution lines and related improvements) (collectively, the "*Utilities*"), together with a limited right of ingress and egress upon Easement Property by the City and its contractors and agents to operate, repair, maintain, replace and/or remove the Utilities (the "*Limited Use*"). Except as provided above, in no event shall the City or its contractors or agents use any portion of the Canyon Creek Property and, other than for purposes of the Limited Use and as specified in this Easement Agreement, the Easement Property. Notwithstanding any other term or condition of this Easement Agreement, the Limited Use shall be made in such manner as will least interfere with the use of the Canyon Creek Property, and, further, such Limited Use shall not prevent or unreasonably or adversely affect or interfere with the use or development of the Canyon Creek Property; provided that, as and to the extent that the same shall unreasonably interfere with the Utilities located thereon, the City shall have the right to keep the Transmission Line Easement Property clear of all brush, trees, timber and other hazards. Except for the Utility Easements granted herein, this Easement Agreement shall convey no other rights, interests or easements in or to the Easement Property to the City or to the public generally.

2. Term; Disclaimer following Termination. The term of the Utility Easements (the "*Term*") shall commence as of the Effective Date and terminate upon the first to occur of either (a) the completion of the construction, installation, dedication and, subject to the applicable one-year warranty period therefor, acceptance by the City of the Utility Improvements, or (b) abandonment of the Utility Easements by the City. Notwithstanding the foregoing, the City may elect to terminate its use of the Easement Property and this Easement Agreement at any time by providing written notice to Canyon Creek. Immediately following the expiration or earlier termination of this Easement Agreement, the Parties shall execute and record such instruments as Canyon Creek may reasonable require confirming the termination of the Utility Easements and this Easement Agreement and also including, without limitation, a disclaimer by the City of any and all right, title or interest in and to the Easement Property.

3. Maintenance and Repair of the Utilities. In accordance with the terms and conditions of this Easement Agreement, the City, at its sole cost and expense, shall have the right to maintain, repair, replace and remove the Utilities, in whole or in part, within, upon and below the Easement Property. Any use by the City (or the public generally) of, and any work undertaken by the City or its contractors or agents on or about, the Easement Property, including, without limitation, the maintenance, repair and removal of the Utilities (collectively, the "*Work*"), shall conform to, and shall be conducted in accordance with, any and all applicable ordinances, laws, rules and regulations, and the standards and requirements of the City and any other governmental authorities having jurisdiction over the Easement Property (collectively, "*Applicable Laws*"). The Work, in any event, also shall be performed in a good and workmanlike manner and, once commenced, shall be pursued diligently to completion. The cost and expense of the Work and/or Utilities, inclusive of any construction, maintenance, repair, removal and restoration costs, shall be the responsibility, cost or otherwise, of the City.

4. Additional Requirements and Reservations. The City and all those acting by, through or under the City shall use the Easement Property and the Utilities at their respective own risk, and Canyon Creek shall not have any liability or obligation, cost or otherwise, therefor. In this connection, the City and its contractors and agents shall exercise reasonable care in its use of the Utility Easements, the Utilities and the Easement Property and shall, at the City's cost and expense, regularly inspect, maintain and repair the Utilities and the Easement Property in accordance with all Applicable Laws. Subject to reasonably necessary or appropriate safety or security measures in connection with the use of the Easement Property and the Utilities by the City, Canyon Creek reserves the right to make any use of the Easement Property so long as such use does not unreasonably interfere with the nonexclusive rights which are herein granted to the City. Further, notwithstanding any other term or condition of this Easement Agreement or the Canyon Creek

Development Agreement, and in connection with the construction and installation of the Utility Improvements and other "**Infrastructure Improvements**" (as defined in the Canyon Creek Development Agreement) by Canyon Creek.

5. **Indemnification and Related Matters.** The City agrees to defend, protect, indemnify and hold harmless Canyon Creek and its affiliates, trustees, directors, officers, employees and agents, and its respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising out of or resulting from the access to, or use of, the Utility Easements and/or Easement Property by or under the City or those acting by, through or under the City, or any failure of the City to perform its duties or obligations under this Easement Agreement with respect to the use of the Utility Easements and Easement Property; provided, however, the foregoing obligation shall not apply to claims or demands to the extent based on the neglect, fault or omission of Canyon Creek. Canyon Creek acknowledges that the City is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann. Section 63G-7-101 et seq., as amended (the "**Act**"), and nothing in this Easement Agreement shall be construed as a waiver by the City of any protections, rights, or defenses applicable to the City under the Act, including, without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of the City to incur by contract any liability for the operations, acts, or omissions of Canyon Creek or any third party and nothing in this Easement Agreement shall be so interpreted or construed.

The City shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any "**Hazardous Materials**" (as defined below) on, under, above, around or near the Easement Property in violation of "**Environmental Laws**" (as defined below) and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Canyon Creek Property (inclusive of the Easement Property). For purposes hereof, "**Environmental Condition**" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, (c) noncompliance with or violation of any Environmental Laws including, without limitation, any lack of required governmental permits or approvals, "**Hazardous Material**" means (d) any substance, the presence of which requires investigation, remediation, or other response or corrective action under any Environmental Laws, or (e) any substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to any Environmental Laws, or (f) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons, and "**Environmental Laws**" mean all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

It is the intention of Canyon Creek that this Easement Agreement be strictly limited to the purposes expressed herein, subject to (g) the limitation that the City's rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes with the purposes for which the Easement Property is to be used as provided herein; (h) the right of any other governmental or quasi-governmental body having jurisdiction over the Easement Property at any time and from time to time, and any other private or public utility company serving the Canyon Creek Property, of access to, and rights of ingress and egress over and across, any of the Easement Property for purposes of providing any governmental or utility services; and (i) the right of Canyon Creek, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Property to any governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

6. No Representations or Warranties. Except as expressly set forth in this Easement Agreement or the Canyon Creek Development Agreement, Canyon Creek makes no representations or warranties, express or implied, with respect to the Easement Property, and the City shall accept and use the Easement Property in its present condition, "AS IS" and "WHERE IS" and with all faults and, further, the City shall bear all risks associated with this Easement Agreement, and its use, and the condition, of the Easement Property.

7. Right to Relocate. The City agrees, acknowledges and understands that Canyon Creek reserves the right, in its sole discretion and at its sole cost and expense, to relocate all or any part of the Utilities, the Easement Property and any other improvements located thereon, and to reconstruct and reinstall any and all such Utilities and improvements affected by such relocation, so long as the construction of any such improvements within the relocated Easement Property is consistent with Applicable Laws. Prior to relocating any part of the Utilities, the Easement Property or any other improvements, Canyon Creek shall provide at least thirty (30) days advance written notice to the City. In the event of such relocation, the Parties agree to amend this Easement Agreement as necessary or appropriate to reflect such changes.

8. Notices. All notices, consents, approvals or other instruments required or permitted to be given by either party pursuant to this Easement Agreement shall be in writing and given by (a) hand delivery, (b) electronic mail or facsimile (confirmed), (c) express overnight delivery service or (d) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) transmission, if delivered by facsimile or electronic mail, (iii) the next business day, if delivered by express overnight delivery service, or (iv) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified mail, return receipt requested. Notices shall be provided to the City as follows: Spanish Fork City, 40 South Main Street, Spanish Fork, Utah 84660, Attn: City Manager; and to Canyon Creek as follows: Canyon Creek Commercial Center L.L.C., c/o Woodbury Corporation, 2733 East Parleys Way, Suite 300, Salt Lake City, Utah 84109, Attn: Karen C. Jenson; or to such other address or such other person as either Party may from time to time hereafter specify to the other Party in a notice delivered in the manner provided above.

9. Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidity of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Authority. Each Party hereto represents and warrants that it has the right, power, legal capacity, authority, and means to enter into and perform this Easement Agreement, that the undersigned signatory has been duly authorized to execute and deliver this Easement Agreement, and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject.

(d) Entire Agreement; Interpretation; Recordation; Modifications; Not a Public Dedication. This Easement Agreement, together with the Canyon Creek Development Agreement and any other agreements entered into in connection therewith, contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any party. This Easement Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the "Official Records") and, further, may not be modified except with the consent of Canyon Creek and the City and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. Except as otherwise stated herein, nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Property to the general public or for any public purpose whatsoever, and this Easement Agreement shall be strictly limited to and for the purposes expressed herein.

(e) Governing Law. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(f) Waiver of Jury Trial. EACH PARTY TO THIS EASEMENT AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(g) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover its reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(h) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

*[signature pages and acknowledgments follow]*

**CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company**

By: **TENEDOR L.L.C., a Utah limited liability company, Its Manager**

By: **WOODBURY CORPORATION, a Utah corporation, Its Manager**

By: *[Signature]*  
Jeffrey K. Woodbury Vice President

By: *[Signature]*  
O. Randall Woodbury President

By: *[Signature]*  
Richard L.K. Mendenhall, Its Manager

**SPANISH FORK CITY, a Utah municipal corporation**

By: *[Signature]*  
Print Name: STEVE LEIPSON  
Its: Mayor

**ATTEST:**

By: *[Signature]*  
Print Name: Kent R. Clark  
Its: City Recorder

**APPROVED AS TO FORM:**

By: *[Signature]*  
Print Name: Junior Baker  
Its: City Attorney

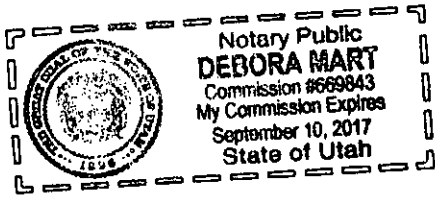
Dated this 31 day of Jan, 2014

Dated this 31 day of January, 2014



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

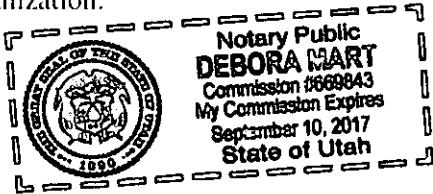
On this 30<sup>th</sup> day of January, 2014, before me personally appeared Jeffrey K. Woodbury and D. Randall Woodbury to me personally known, who being by me duly sworn did say that they are the Vice President and President of WOODBURY CORPORATION, which is a Manager of TENEDOR L.L.C., a Utah limited liability company, the Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



[Signature]  
Notary Public

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

On this 30<sup>th</sup> day of January, 2014, before me personally appeared RICHARD L.K. MENDENHALL, to me personally known, who being by me duly sworn did say that he is the Manager of TENEDOR L.L.C., a Utah limited liability company, the Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



[Signature]  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF UTAH )

The foregoing instrument was acknowledged before me this 31 day of January, 2014, by G. WAYNE ANDERSON, the Mayor of Spanish Fork City, a Utah municipal corporation.  
Steve Leifson

[Signature]  
NOTARY SIGNATURE AND SEAL



*Exhibit "A"**(Depiction and Description of the Canyon Creek Property)***PARCEL "A"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1021.69 feet and West 808.40 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 546.27 feet; thence N49°17'14"W 12.36 feet; thence N44°24'49"W 227.87 feet; thence N29°03'09"W 68.30 feet; thence N44°24'49"W 461.79 feet; thence S68°52'54"W 41.58 feet; thence N45°35'11"E 556.85 feet; thence along the arc of a 313.50 foot radius non-tangent curve (radius bears: S27°27'12"W) to the right 99.22 feet through a central angle of 18°07'59" (chord: S53°28'48"E 98.80 feet); thence S44°24'49"E 681.71 feet; thence along the arc of a 5.00 foot radius curve to the right 7.85 feet through a central angle of 90°00'00" (chord: S0°35'11"W 7.07 feet) to the point of beginning.

Contains: ±9.73 Acres

**PARCEL "B"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1666.84 feet and West 189.29 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S55°15'38"W 60.74 feet; thence S45°35'11"W 422.64 feet; thence N55°08'59"W 83.33 feet; thence N44°54'31"W 181.70 feet; thence N33°02'50"E 15.83 feet; thence N48°37'41"W 15.95 feet; thence S47°52'29"W 19.22 feet; thence N44°24'49"W 264.76 feet; thence N62°34'24"W 75.66 feet; thence N44°24'49"W 133.15 feet; thence N49°17'14"W 16.85 feet; thence N45°35'11"E 538.88 feet; thence along the arc of a 2.50 foot radius curve to the right 3.93 feet through a central angle of 90°00'00" (chord: S89°24'49"E 3.54 feet); thence S44°24'49"E 638.17 feet; thence along the arc of a 832.00 foot radius curve to the right 140.48 feet through a central angle of 9°40'27" (chord: S39°34'35"E 140.31 feet) to the point of beginning.

Contains: ±9.17 Acres

**PARCEL "C"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1426.48 feet and West 1223.69 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 356.26 feet; thence N88°35'15"W 375.27 feet; thence N88°43'22"W 533.18 feet; thence N44°24'59"W 287.23 feet; thence along the arc of a 1181.99 foot radius curve to the left 197.41 feet through a central angle of 9°34'09" (chord: N49°12'04"W 197.18 feet); thence North 17.63 feet; thence N30°38'41"E 1398.45 feet; thence S8°48'15"E 0.42 feet; thence along the arc of a 387.00 foot radius curve to the left 13.44 feet through a central angle of 1°59'24" (chord: S9°47'57"E 13.44 feet); thence S77°12'43"W 5.18 feet; thence S30°31'18"W 168.14 feet; thence S31°18'16"W 119.18 feet; thence S20°57'54"W 44.07 feet; thence S6°02'03"W 86.32 feet; thence S8°22'55"E 19.40 feet; thence S27°39'47"E 51.71 feet; thence S38°54'56"E 80.07 feet; thence S39°46'58"E 59.63 feet; thence S43°04'12"E 209.93 feet; thence



S53°31'31"E 34.41 feet; thence S44°31'47"E 56.83 feet; thence S41°08'55"E 41.77 feet; thence S36°15'20"E 31.27 feet; thence N67°32'50"E 97.14 feet; thence S44°24'49"E 431.65 feet; thence S40°53'53"E 66.73 feet; thence S44°24'49"E 227.87 feet; thence S39°23'50"E 12.37 feet to the point of beginning.

Contains: ±23.45 Acres

**PARCEL "D"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 2421.01 feet and West 1136.95 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 32.65 feet; thence N44°52'42"W 50.95 feet; thence S45°07'18"W 333.48 feet; thence S44°52'42"E 35.00 feet; thence S45°07'18"W 189.53 feet; thence N45°07'17"W 647.10 feet; thence N45°35'11"E 563.76 feet; thence S44°24'49"E 658.75 feet to the point of beginning.

Contains: ±8.03 Acres

**PARCEL "E"**

A portion of the Northwest Quarter and Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point on the southerly right-of-way line of Kirby Lane being located South 1343.43 feet and West 65.29 feet from the North 1/4 Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of said Section 18); thence along the southerly right-of-way line of Kirby Lane as defined on that dedication plat filed in the office of the Utah County Recorder, Map No. 2424 (Entry No. 27195:1979) the following two (2) courses: along the arc of a 1125.99 foot radius non-tangent curve to the right (radius bears: S38°08'39"W) 146.20 feet through a central angle of 7°26'22" (chord: S48°08'10"E 146.10 feet); thence S44°24'59"E 248.90 feet; thence S45°35'01"W 298.31 feet to the northerly right-of-way line of US Highway 6; thence N44°32'13"W along said right-of-way line 102.43 feet; thence N0°15'59"E 411.06 feet to the point of beginning.

Contains: ±1.72 Acres

**PARCEL "F"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1937.58 feet and West 1301.83 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 204.39 feet; thence N44°24'49"W 196.28 feet; thence N45°35'11"E 204.39 feet; thence S44°24'49"E 196.28 feet to the point of beginning.

Contains: ±0.92 Acres

**PARCEL "G"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1637.77 feet and West 994.24 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 258.39 feet; thence N44°24'49"W 196.28 feet; thence N45°35'11"E 231.39 feet; thence S39°23'50"E 15.34 feet; thence S44°24'49"E 141.06 feet; thence along the arc of a 21.00 foot radius non-tangent curve to the right (radius bears: S40°22'58"E) 23.79 feet through a central angle of 64°53'45" (chord: N82°03'54"E 22.53 feet); thence S65°29'13"E 28.44 feet to the point of beginning.

Contains: ±1.05 Acres

**PARCEL "H"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 2163.00 feet and West 431.18 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 713.87 feet; thence N44°52'42"W 308.69 feet; thence N45°35'11"E 32.65 feet; thence N44°24'49"W 658.75 feet; thence N45°35'11"E 14.34 feet; thence S44°24'49"E 196.28 feet; thence N45°35'11"E 204.39 feet; thence N44°24'49"W 196.28 feet; thence N45°35'11"E 170.00 feet; thence S44°24'49"E 196.28 feet; thence N45°35'11"E 277.00 feet; thence S44°24'49"E 574.00 feet; thence N45°35'11"E 18.00 feet; thence S44°24'49"E 197.16 feet to the point of beginning.

Contains: ±12.92 Acres

**PARCEL "I"**

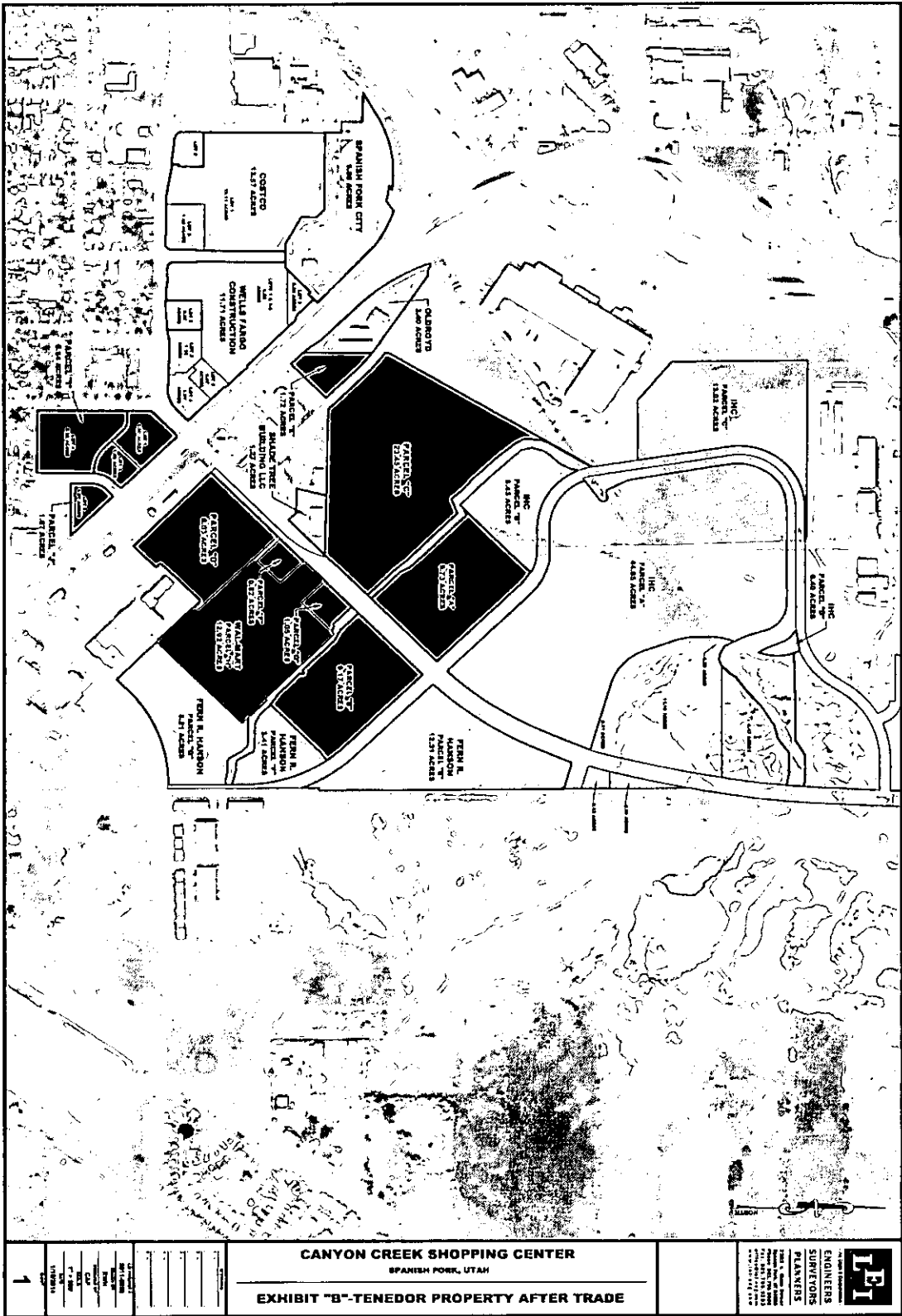
Beginning at a point in the westerly right-of-way line of Highway 6, located N0°18'06"W along the Section Line 127.30 feet and West 2221.40 feet from the East 1/4 Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S44°32'13"E along said westerly right-of-way line 447.87 feet; thence southwesterly along the arc of a 28.00 foot radius non-tangent curve to the right (radius bears: S83°38'46"W) 25.32 feet through a central angle of 51°49'01" (chord: S19°33'16"W 24.47 feet); thence S45°27'47"W 38.05 feet; thence along the arc of a 180.00 foot radius curve to the left 141.01 feet through a central angle of 44°53'01" (chord: S23°01'16"W 137.43 feet); thence S0°34'46"W 322.82 feet; thence N89°32'54"W 386.36 feet; thence N0°22'09"E 668.42 feet; thence N44°40'41"E 186.44 feet; thence northeasterly along the arc of a 50.00 foot radius non-tangent curve to the right (radius bears: S45°00'15"E) 33.05 feet through a central angle of 37°52'22" (chord: N63°55'56"E 32.45 feet) to the point of beginning.

Contains: ±6.64 Acres

**PARCEL "J"**

Beginning at a point in the westerly right-of-way line of Highway 6, located South 494.27 feet and West 1612.98 feet from the East 1/4 Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: N0°18'06"W along the Section Line from the East 1/4 Corner to the Northeast Corner of said Section 18); ; thence N89°50'29"W 323.79 feet; thence N0°34'46"E 124.55 feet; thence along the arc of a 116.00 foot radius curve to the right 90.87 feet through a central angle of 44°53'01" (chord: N23°01'16"E 88.56 feet); thence N45°27'47"E 42.07 feet; thence along the arc of a 33.50 foot radius curve to the right 18.99 feet through a central angle of 32°28'51" (chord: N61°42'12"E 18.74 feet) to the westerly right-of-way line of Highway 6; thence S44°32'13"E along said westerly right-of-way line 344.19 feet to the point of beginning.

Contains: ±1.07 Acres



*Exhibit "B"*

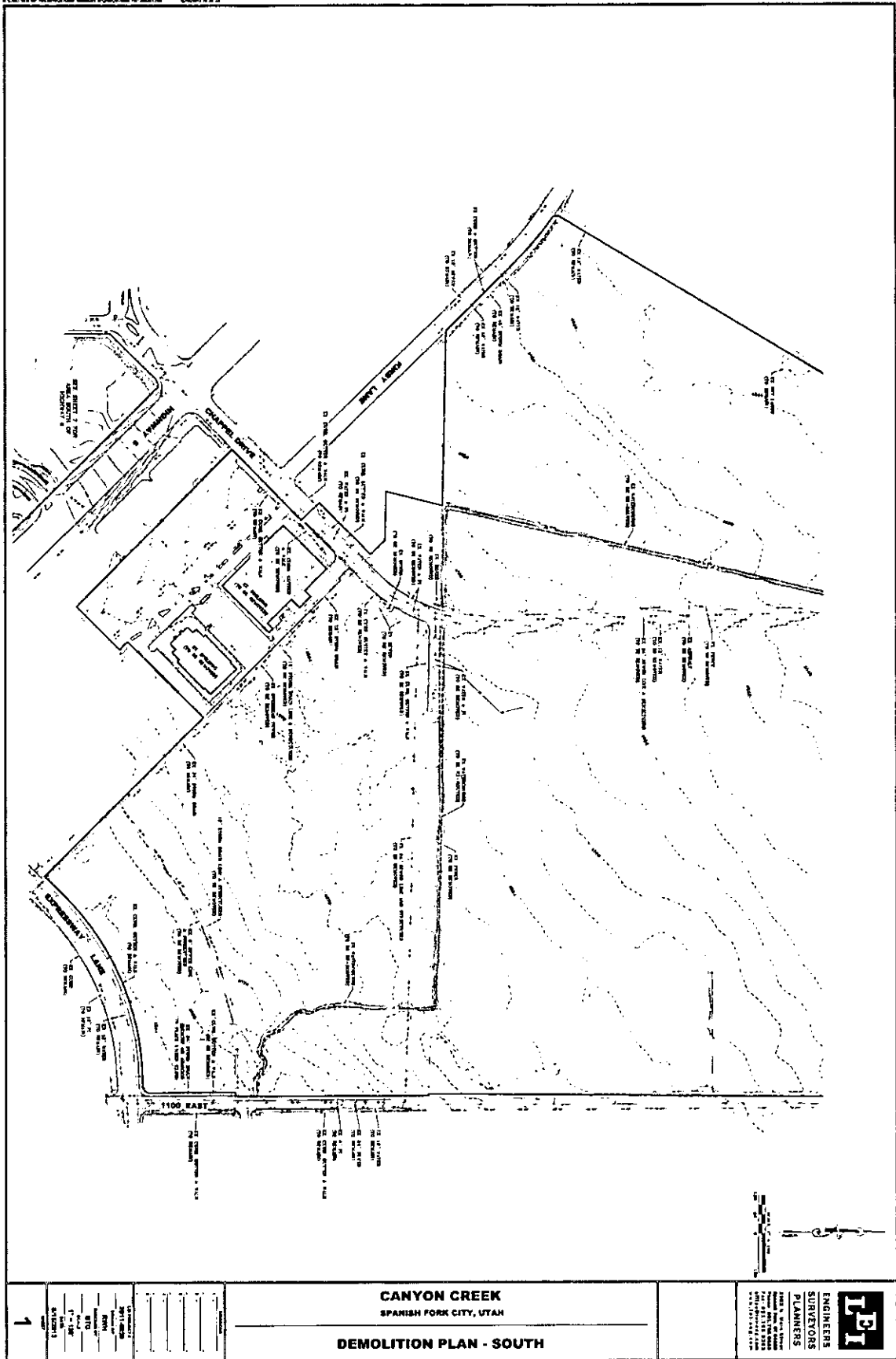
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*(Canyon Creek Preliminary Plan, including the Master Utility Plan)*

*See attached*

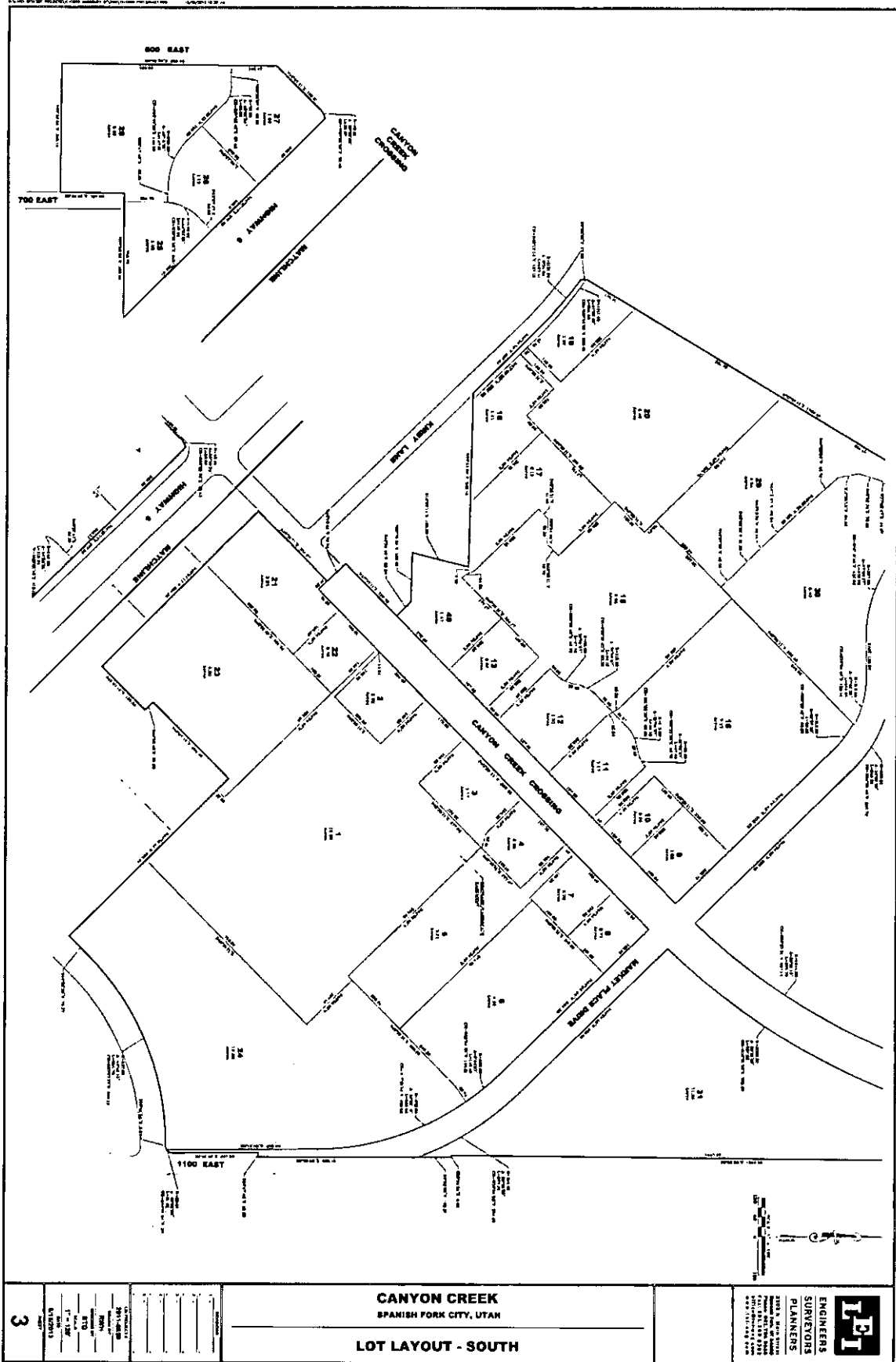




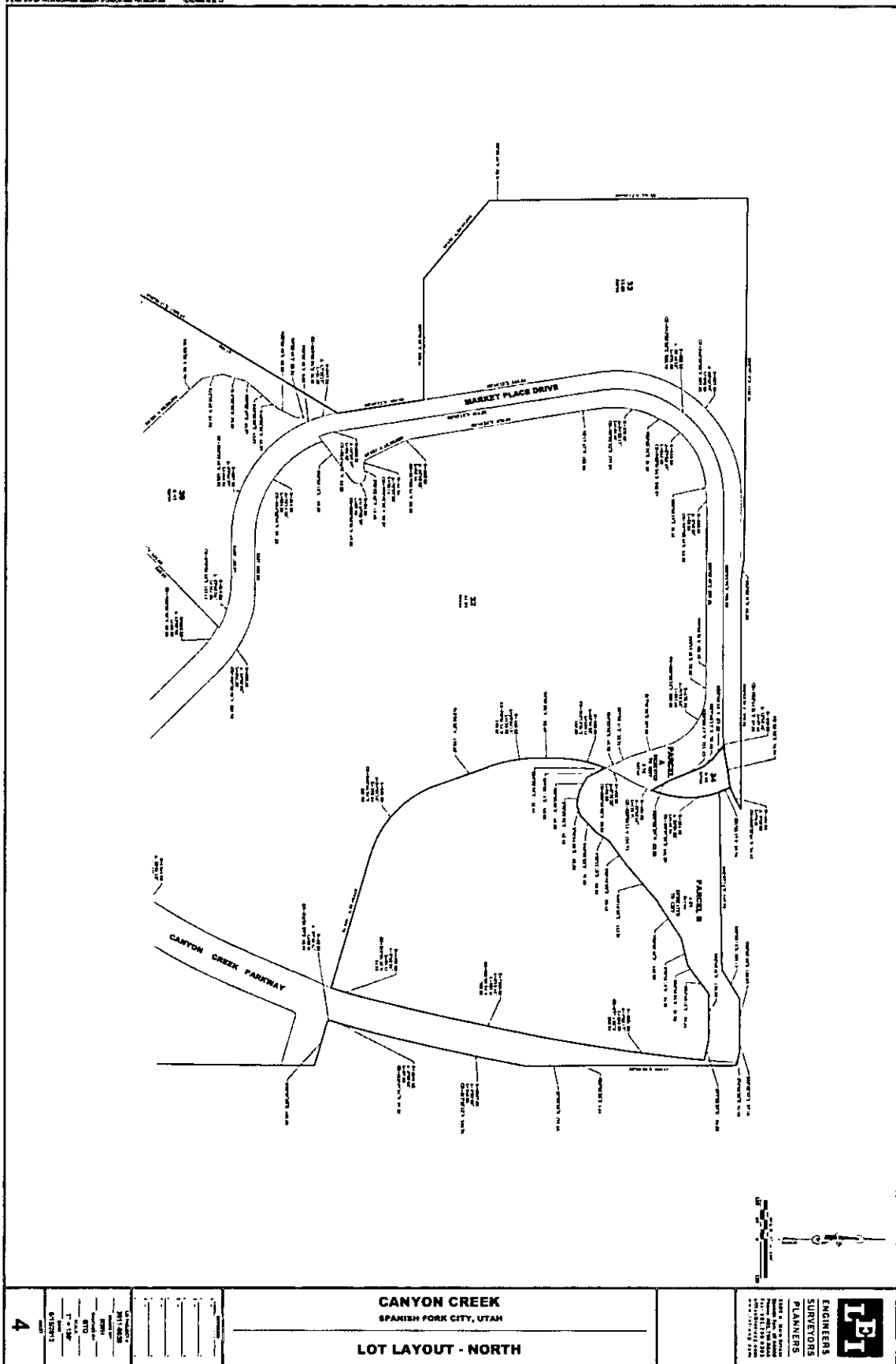


*Handwritten marks:*  
A small handwritten '2' is located at the bottom right of the page.  
A larger, stylized handwritten signature or initials are located at the bottom right corner.

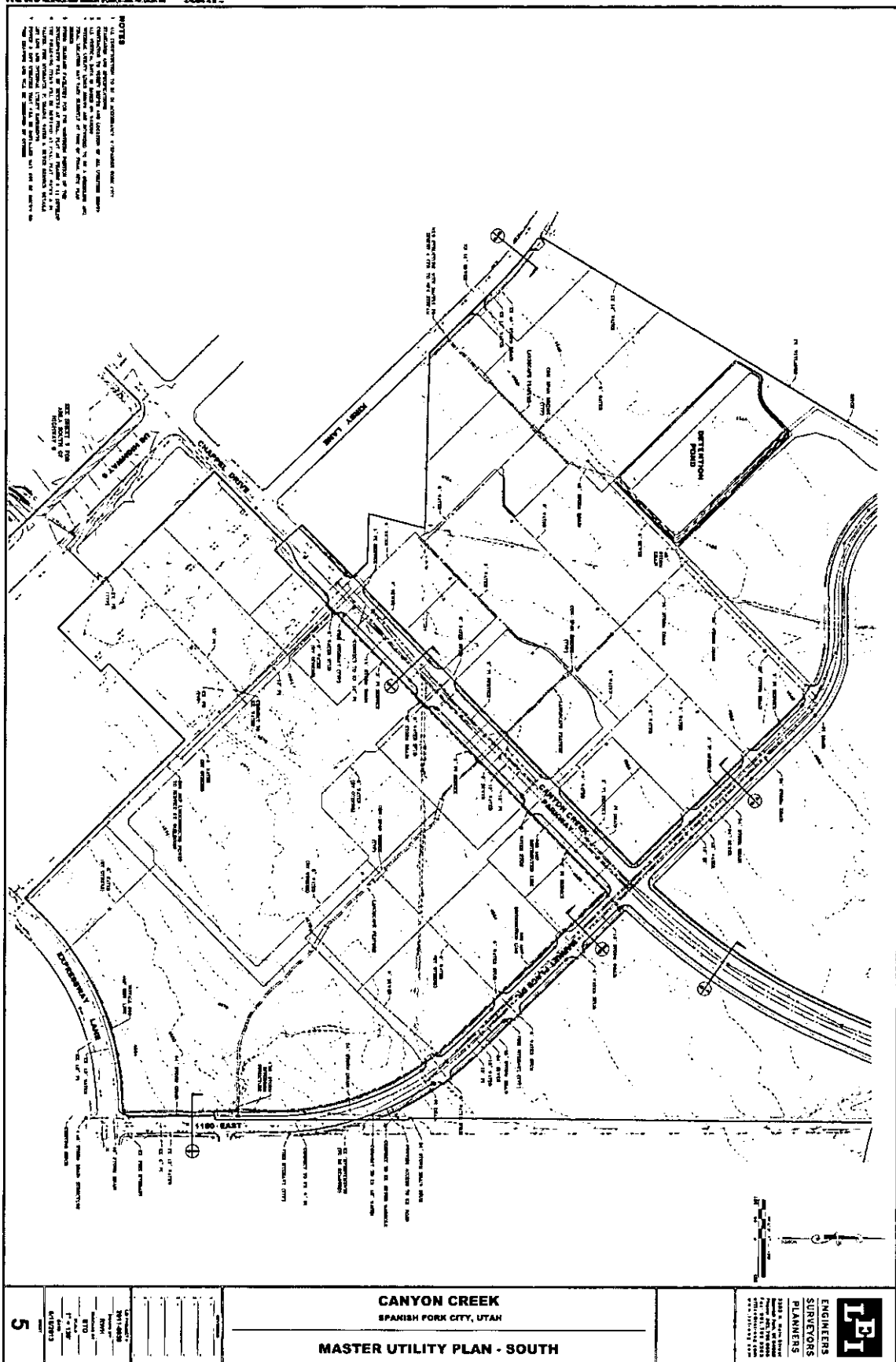




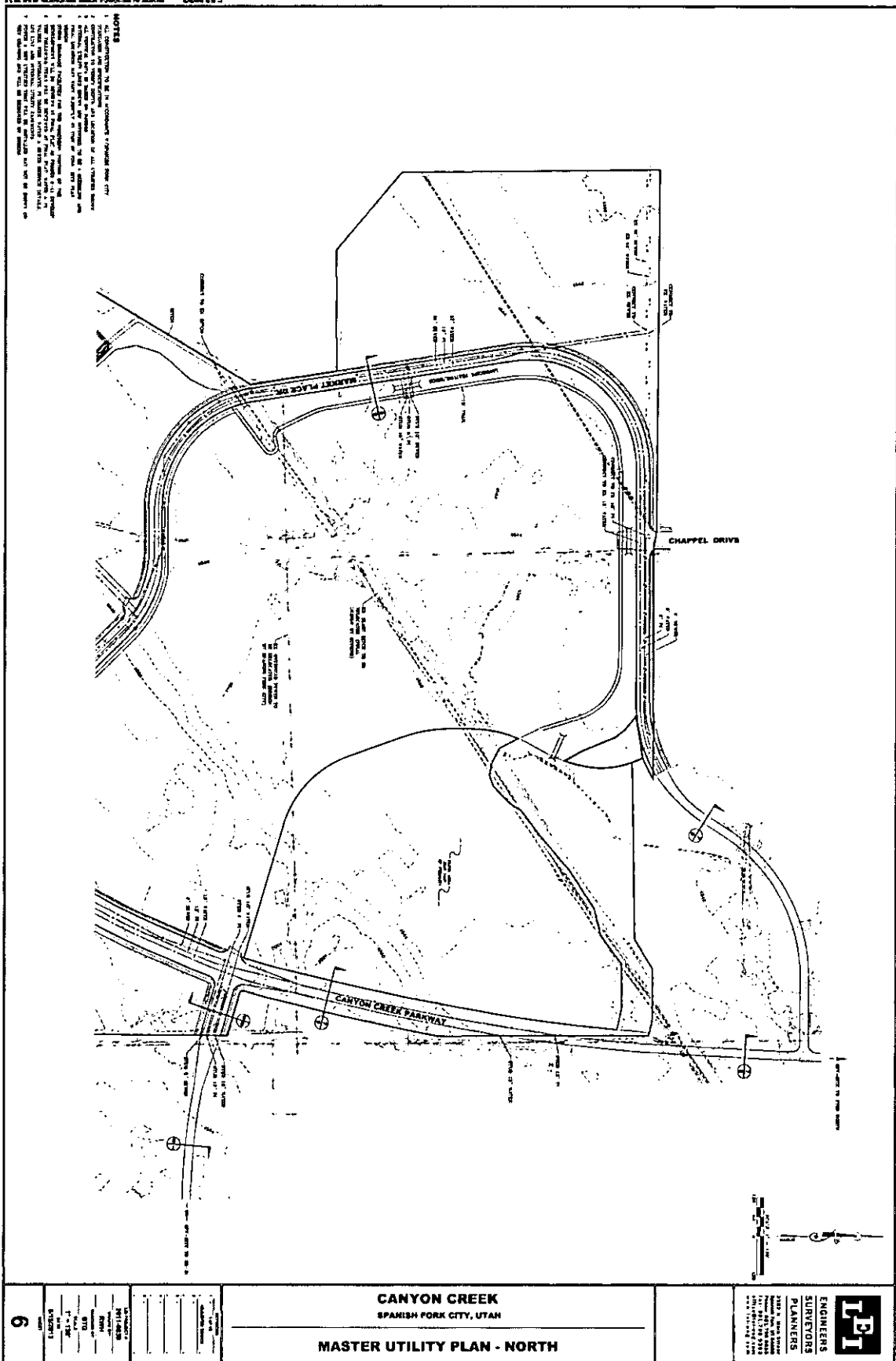




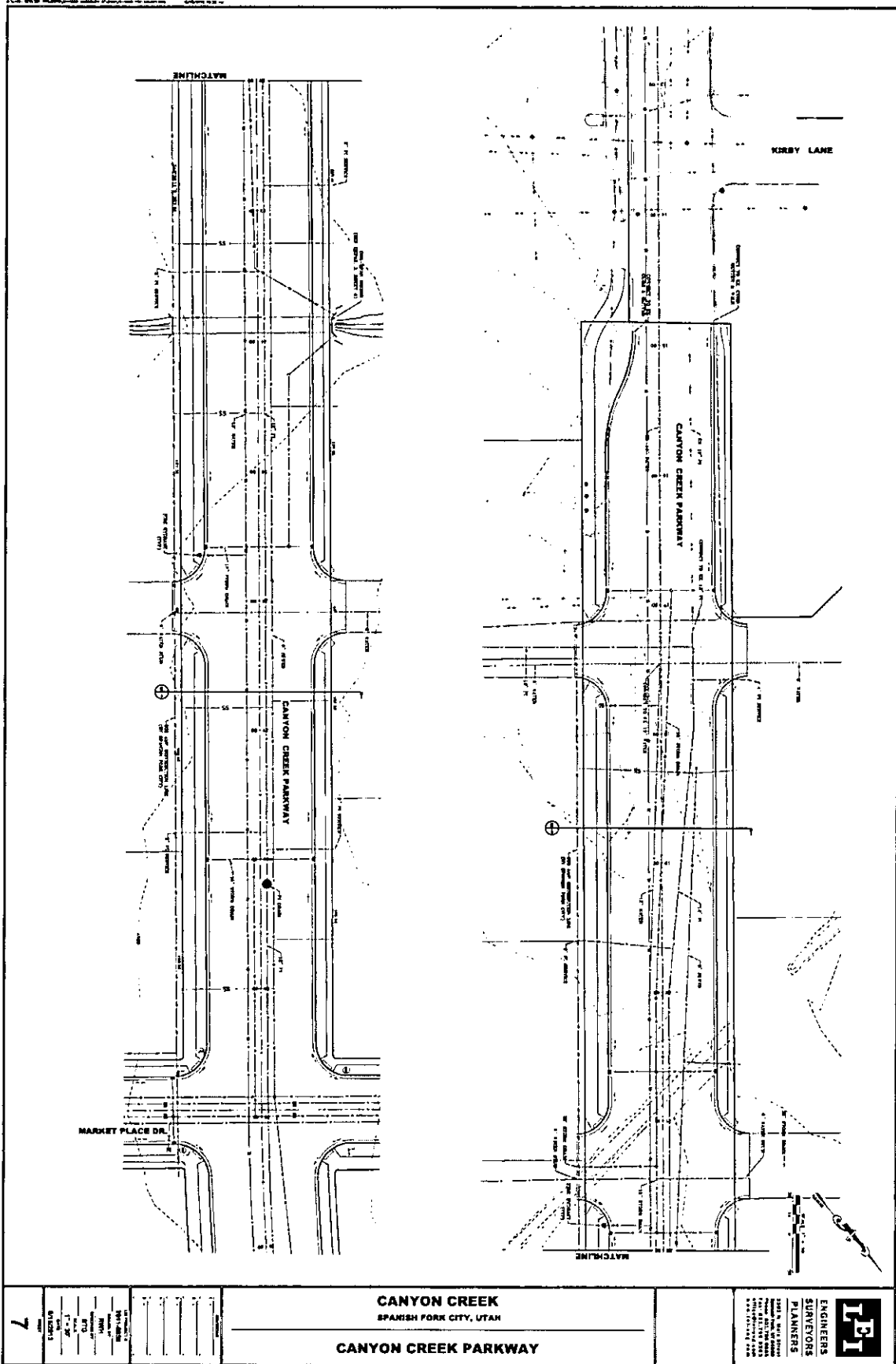
*Handwritten initials or signature*



*Handwritten initials/signature*



*[Handwritten signature]*



7	DATE	NOV 13 2013
	BY	WJL
7	DATE	NOV 13 2013
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	BY	WJL
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	BY	WJL
7	DATE	NOV 13 2013
	BY	WJL

**CANYON CREEK**  
SPANISH FORK CITY, UTAH

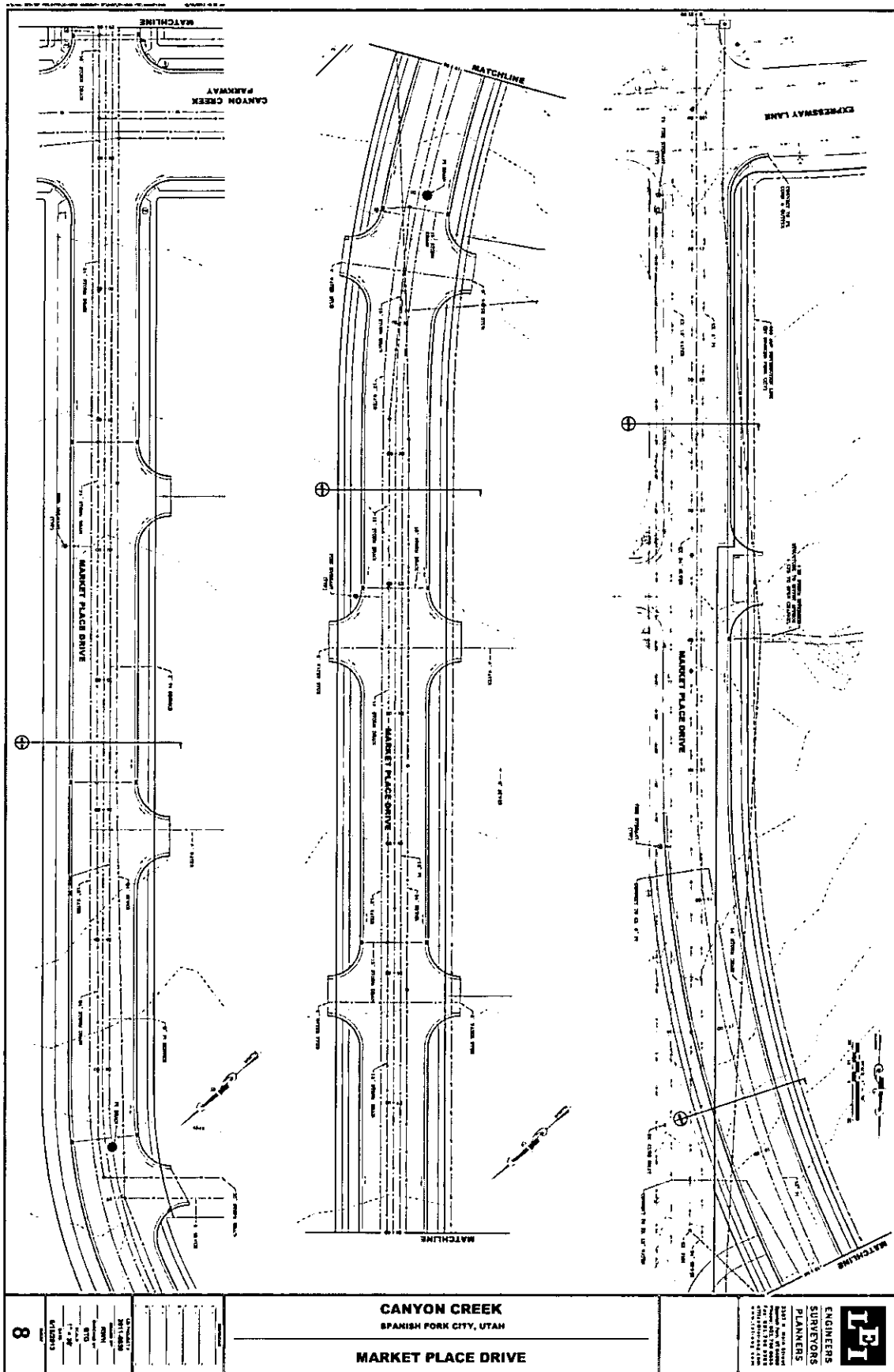
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**CANYON CREEK PARKWAY**

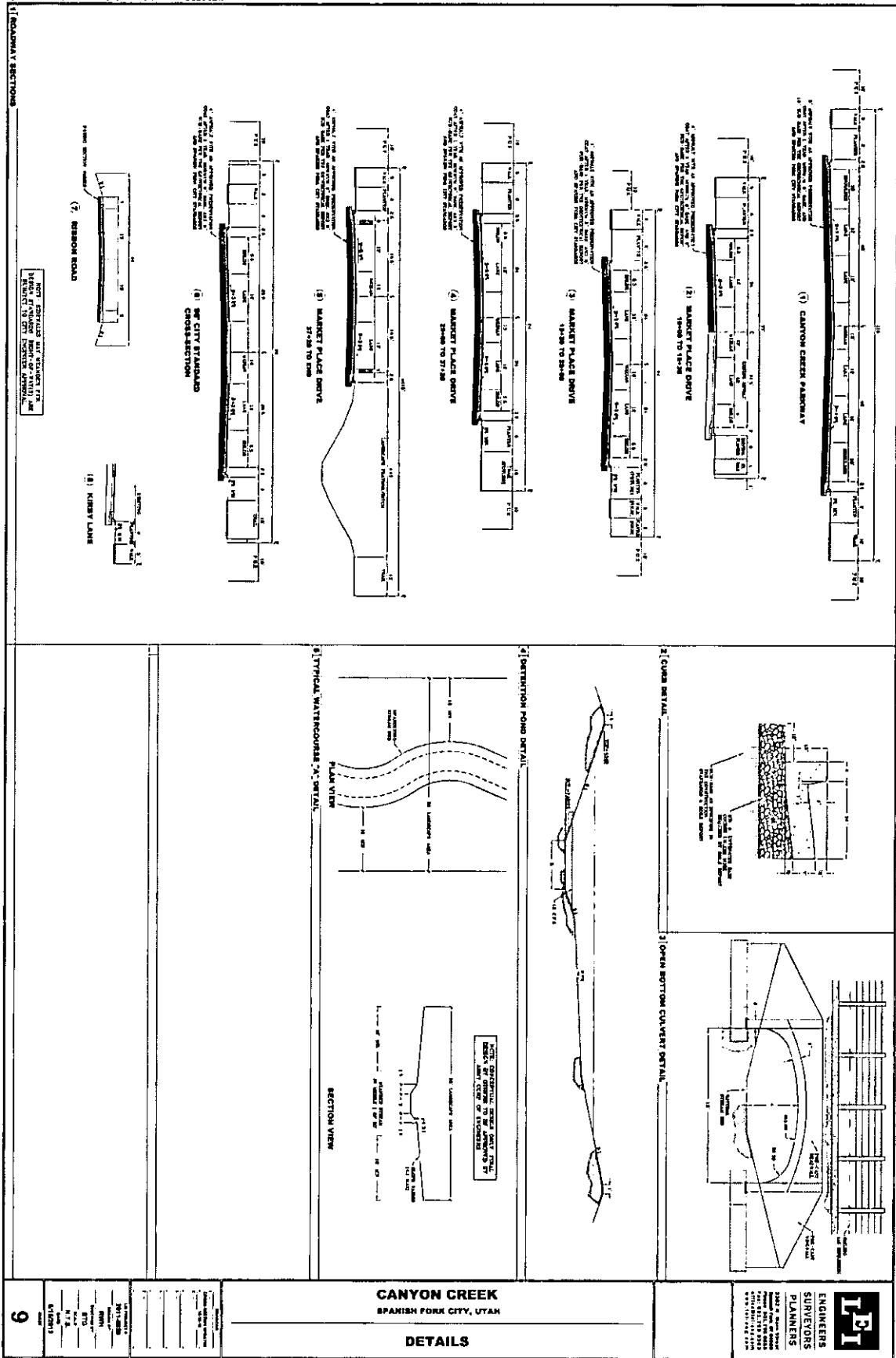
**LPI**  
ENGINEERS  
SURVEYORS  
PLANNERS

1000 N. 1000 WEST  
SALT LAKE CITY, UTAH 84119  
TEL: 801.466.1000  
WWW.LPI-UTAH.COM

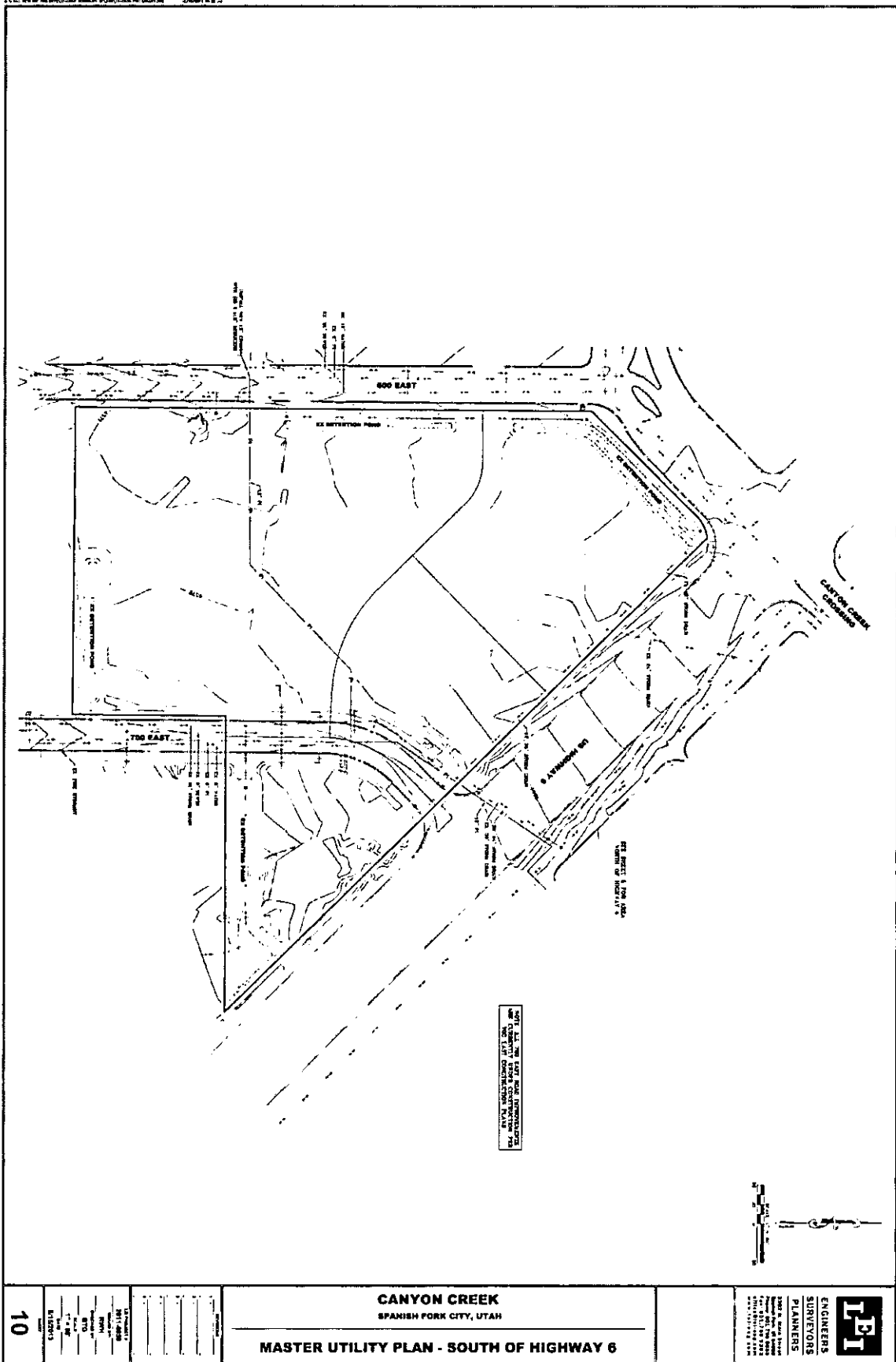
*[Handwritten signature]*



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*[Handwritten mark]*



*Handwritten marks: a checkmark and a signature.*



*[Handwritten marks]*

*Exhibit "C"*

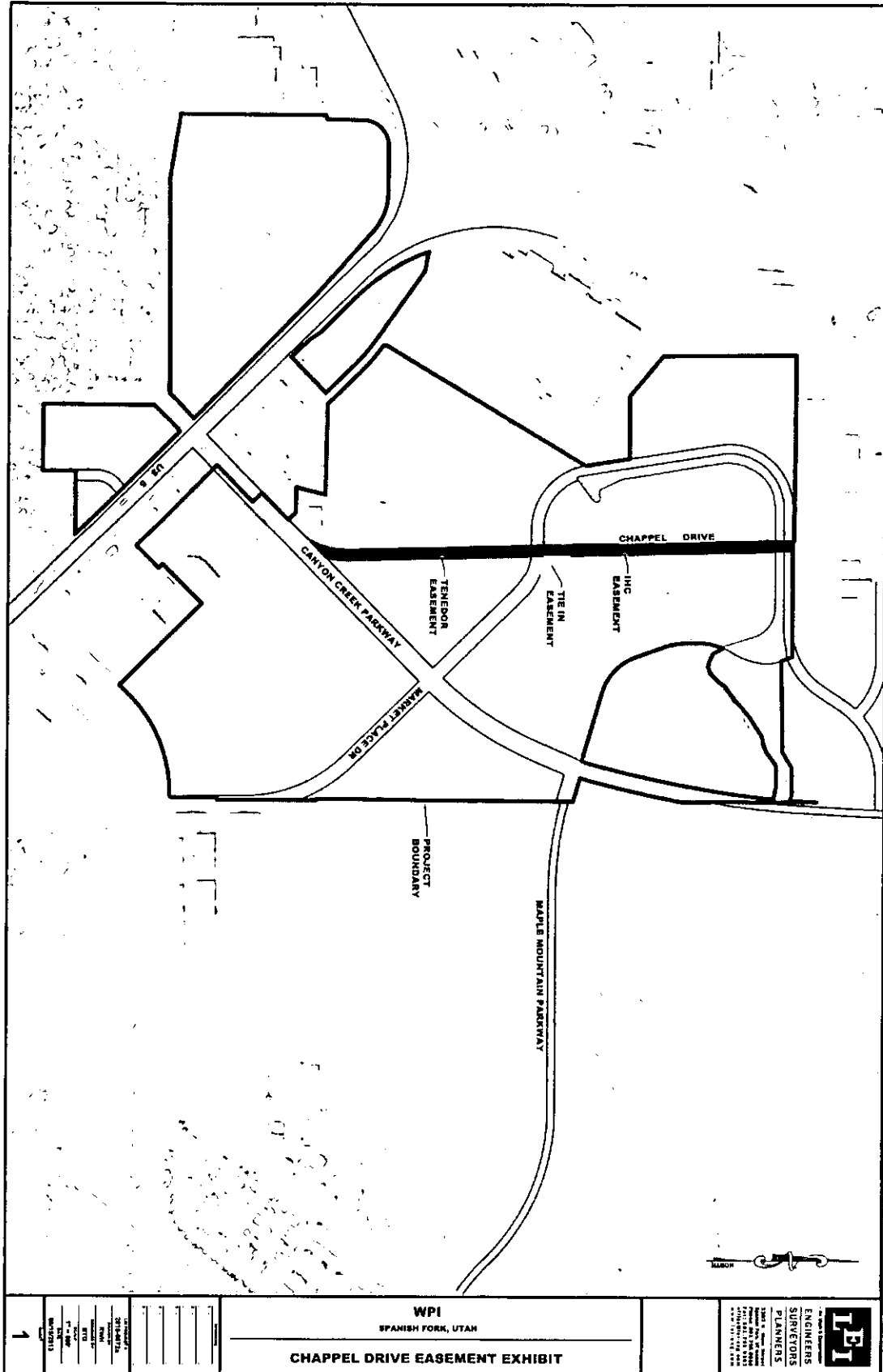
(Description and Outline of the Chappel Drive Easement Property)

SOUTH PORTION OF CHAPPEL DRIVE VACATED BY SPANISH FORK CITY

A portion of the Northeast Quarter of Section 18 and the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located  $S0^{\circ}18'06''E$  along the Section Line 1661.48 feet and West 1464.79 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence  $S45^{\circ}35'11''W$  166.68 feet to the easterly line of DFCU Subdivision according to the official plat thereof; thence northeasterly along the arc of a 467.00 foot radius non-tangent curve to the left (radius bears:  $N57^{\circ}41'40''W$ ) 114.94 feet through a central angle of  $14^{\circ}06'08''$  (chord:  $N25^{\circ}15'16''E$  114.65 feet); thence  $N88^{\circ}35'15''W$  1.92 feet to the existing west line of Chappel Drive; thence northeasterly along the arc of a 467.00 foot radius non-tangent curve to the left (radius bears:  $N72^{\circ}38'08''W$ ) 155.16 feet through a central angle of  $19^{\circ}02'12''$  (chord:  $N7^{\circ}50'46''E$  154.45 feet); thence  $N1^{\circ}20'32''W$  887.79 feet; thence  $N45^{\circ}35'11''E$  90.35 feet; thence  $S1^{\circ}20'32''E$  949.11 feet; thence southwesterly along the arc of a 533.00 foot radius non-tangent curve to the right (radius bears:  $S88^{\circ}19'40''W$ ) 143.24 feet through a central angle of  $15^{\circ}23'54''$  (chord:  $S6^{\circ}01'37''W$  142.81 feet) to the point of beginning.






DATE	11/15/11
BY	WPI
PROJECT	CHAPPEL DRIVE EASEMENT EXHIBIT
SCALE	AS SHOWN
PROJECT NO.	7867
DATE	11/15/11
BY	WPI
PROJECT	CHAPPEL DRIVE EASEMENT EXHIBIT
SCALE	AS SHOWN
PROJECT NO.	7867

WPI  
SPANISH FORK, UTAH

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**CHAPPEL DRIVE EASEMENT EXHIBIT**


**LBI**  
 ENGINEERS  
 SURVEYORS  
 PLANNERS

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 Spanish Fork, UT 84643  
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