

When Recorded Return to:

Stephen Christensen  
 NELSON CHRISTENSEN & HELSTEN  
 68 S. Main Street, 6<sup>th</sup> Floor  
 Salt Lake City, UT 84101  
 Parcel ID No. 27-20-100-006

### EASEMENT FOR STORM WATER DRAINAGE

THIS EASEMENT FOR STORM WATER DRAINAGE ("**Easement**") is entered into this 18 day of June, 2007 ("**Effective Date**"), by and between BDN LAND INVESTMENT, L.C., a Utah limited liability company, and/or its successors or assigns, BDN RETAIL LAND, L.C., a Utah limited liability company, and/or its successors or assigns (collectively "**BDN**") and BG VENTURES, LC, a Utah limited liability company, and/or its successors or assigns ("**BG**") (each may also be referred to as "**Party**" or collectively as "**Parties**").

### RECITALS

WHEREAS, BDN is the owner of certain parcels of property as more particularly described on attached Exhibit "A" ("**BDN Property**"), located near the northeast corner of 11400 South and Bangerter Highway in South Jordan, Salt Lake County, Utah; and

WHEREAS, BG is owner of certain property contiguous to the BDN Property consisting of approximately 26.36 acres as more particularly described on attached Exhibit "B" ("**BG Property**"); and

WHEREAS, BDN plans to construct and operate a retail shopping center on a portion of the BDN Property; and

WHEREAS, BG plans to construct residential condominiums on the BG Property; and

WHEREAS, BDN desires to grant BG an easement for storm water drainage from the BG Property across portions of the BDN Property,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BDN and BG agree as follows:

1. Easement. BDN hereby grants BG an easement across portions of the BDN Property, as shown on the Site Plan attached hereto as Exhibit "C", to allow for storm water drainage from the BG Property to the detention basins located on portions of Lots 5 and 8 of the BDN Property all as shown on the Site Plan. The portion of Lot 5 which will be subject to this Easement shall be limited to the easterly portion of such lot as shown on the Site Plan.

2. Maintenance. Pursuant to the terms of a separate agreement between BDN and BG, BDN shall develop and construct the detention basins. BDN shall thereafter be responsible for all maintenance of and repairs to the detention basins. BG shall reimburse BDN for its pro-rata share of all maintenance and repairs costs within thirty (30) days after receipt of BDN's invoice and supporting documentation thereof. Such pro-rata share shall be determined based upon the ratio of land area of the BG Property to that of land area of the BDN Property. In the event BG fails to pay its pro-rata share of the above-described costs within thirty (30) days after receipt of BDN's bill and documentation, then after fifteen (15) days advance written notice to BG, BDN may place a lien on the BG Parcel for unpaid costs, with interest at an annual rate of the greater of (i) twelve percent (12%) or (ii) the prime rate plus two (2) points.

3. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the easement areas to the general public, for the general public or for any public purposes whatsoever. Notwithstanding any other provisions herein to the contrary, BDN, may periodically restrict access to the easement areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction of access shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement.

4. Indemnification. BG agrees to defend, indemnify and hold harmless BDN and its respective managers, members, agents, contractors, subcontractors and employees, from and against all claims, losses, demands, expenses, and causes of action which may hereafter arise out of or relate to negligent actions or omissions by BG its respective managers, members, agents, contractors, subcontractors and employees at any time in connection with the easements granted herein.

5. Insurance. The Parties covenant and agree to maintain in full force and effect at all times a policy of commercial general liability insurance (including coverage for contractual liability hereunder) with a liability limit in an amount reasonably agreed upon by the Parties, but at least \$1,000,000 each occurrence and \$2,000,000 aggregate, but not less than an amount which is customary and reasonable for the activities of the type conducted by the Parties on their respective properties. Upon request at any time, the Parties hereto shall deliver to each other a certificate of insurance evidencing the coverage required to be maintained hereunder; and each such certificate shall provide that the policy coverage shall not be modified or terminated without providing at least thirty (30) days prior written notice to the other Party.

6. Miscellaneous.

(a) Covenants Running with the Land. This Easement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the Parties hereto and their respective successors and assigns, and shall be "covenants running with the land".

(b) Duration. The easements, rights and privileges created hereby shall continue for a period of fifty (50) years, except that if any restrictive covenant set forth herein would expire by operation of law if not renewed, then it shall be automatically renewed for successive ten (10) year periods unless the Parties shall execute and record a statement terminating such restrictive covenant within sixty (60) days of the expiration of such statutory period or any ten (10) year renewal thereof.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Easement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Easement and all other applications of such provisions shall not be affected thereby.

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

(f) Successors. This Easement shall be binding upon the heirs, successors and assigns of the Parties.


(g) Attorneys' Fees. If any legal action or other proceeding is brought for the enforcement of this Easement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Easement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

IN WITNESS WHEREOF, the Parties have executed this Easement as of the date set forth above


[Signature Page Follows]

BDN LAND INVESTMENT, L.C.,  
a Utah limited liability company

By: THE BOYER COMPANY  
Its: Manager

  
By: Steven B. Ostler  
Its: Manager

BDN RETAIL LAND, L.C.  
a Utah limited liability company  
BY: ~~THE BOYER COMPANY, L.C.~~  
~~A UTAH LIMITED LIABILITY COMPANY,~~  
~~ITS MANAGER~~

  
By: Steven B. Ostler  
Its: Manager


BG VENTURES, LC,  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 19<sup>th</sup> day of June, 2007 personally appeared Steven B. Ostler as manager of BDN LAND INVESTMENT, L.C., a Utah limited liability company, and duly acknowledged to me that he executed the foregoing document.



  
Notary Public

BDN LAND INVESTMENT, L.C.,  
a Utah limited liability company

By: THE BOYER COMPANY  
Its: Manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BDN RETAIL LAND, L.C.  
a Utah limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

BG VENTURES, LC,  
a Utah limited liability company

By: *[Signature]*  
Its: *MANAGER*

STATE OF UTAH  
COUNTY OF SALT LAKE

On the \_\_\_\_\_ day of \_\_\_\_\_, 2007 personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of BDN LAND INVESTMENT, L.C., a Utah limited liability company, and  
duly acknowledged to me that he executed the foregoing document.

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

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 19<sup>th</sup> day of June, 2007 personally appeared Steven B. Oster as Manager of BDN RETAIL LAND, L.C., a Utah limited liability company, and duly acknowledged to me that he executed the foregoing document.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH  
COUNTY OF SALT LAKE

On the \_\_\_\_ day of \_\_\_\_\_, 2007 personally appeared \_\_\_\_\_ as \_\_\_\_\_ of BG VENTURES, LC, a Utah limited liability company, and duly acknowledged to me that he executed the foregoing document.

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

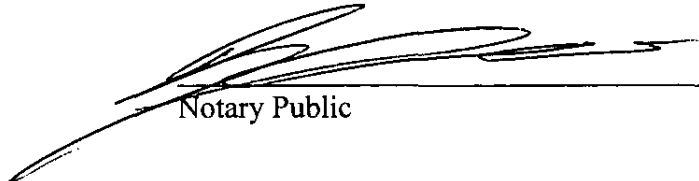
STATE OF UTAH  
COUNTY OF SALT LAKE

On the \_\_\_\_\_ day of \_\_\_\_\_, 2007 personally appeared \_\_\_\_\_ as  
\_\_\_\_\_ of BDN RETAIL LAND, L.C., a Utah limited liability company, and duly  
acknowledged to me that he executed the foregoing document.

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

STATE OF UTAH  
COUNTY OF SALT LAKE

On the 18 day of June, 2007 personally appeared Bryson Garbett as  
Manager of BG VENTURES, LC, a Utah limited liability company, and duly  
acknowledged to me that he executed the foregoing document.

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

**EXHIBIT "A"**  
Legal Description – BDN Property



**Boyer – The North District  
Lot 2**

**June 4, 2007**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 11400 South Street as it is widened being 1049.80 feet North 89°47'29" West along the Quarter Section Line; and 136.53 feet North 0°12'31" East from the Center of said Section 20; and running thence along said Northerly Line of 11400 South Street as widened the following three courses: Northwesterly along the arc of a 986.50 foot radius curve to the left a distance of 11.98 feet (Central Angle equals 0°41'45" and Long Chord bears North 89°43'40" West 11.98 feet); North 83°35'40" West 78.96 feet; and Southwesterly along the arc of a 998.50 foot radius curve to the left a distance of 71.05 feet; (Center bears South 4°34'56" East; Central Angle equals 4°04'37" and Long Chord bears South 83°22'46" West 71.03 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 41.50 foot radius curve to the right a distance of 63.25 feet (Central Angle equals 87°19'11" and Long Chord bears North 54°59'57" West 57.30 feet) to a point of tangency; thence North 11°20'22" West 121.62 feet; thence Northeasterly along the arc of an 1160.50 foot radius curve to the right a distance of 235.11 feet (Center bears South 10°59'14" East; Central Angle equals 11°36'27" and Long Chord bears North 84°49'00" East 234.70 feet); thence South 0°37'13" West 174.00 feet to the point of beginning.

**Contains 35,662 sq. ft.  
or 0.819 acre**

**Boyer – The North District  
Lot 3**

**June 4, 2007**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 11400 South Street as it is widened being 1049.80 feet North 89°47'29" West along the Quarter Section Line; and 136.53 feet North 0°12'31" East from the Center of said Section 20; and running thence North 0°37'13" East 174.00 feet; thence Southeasterly along the arc of an 1160.50 foot radius curve to the right a distance of 235.11 feet (Center bears South 0°37'13" West; Central Angle equals 11°36'27" and Long Chord bears South 83°34'33" East 234.70 feet); thence South 13°59'35" West 134.86 feet to a point of curvature; thence Southwesterly along the arc of a 41.50 foot radius curve to the right a distance of 62.07 feet (Central Angle equals 85°41'26" and Long Chord bears South 56°50'18" West 56.44 feet to a point of reverse curvature on the Northerly Line of 11400 South Street as widened; thence Northwesterly along the arc of a 986.50 foot radius curve to the left a distance of 156.05 feet (Central Angle equals 9°03'48" and Long Chord bears North 84°50'53" West 155.89 feet) to the point of beginning.

**Contains 37,056 sq. ft.  
or 0.851 acre**

**Boyer – The North District  
Lot 4**

**June 4, 2007  
Revised June 6, 2007**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 11400 South Street as it is widened being 386.37 feet North 89°47'29" West along the Quarter Section Line; and 60.50 feet North 0°12'31" East from the Center of said Section 20; and running thence North 89°47'29" West 180.34 feet to a point of curvature; Northwesterly along the arc of a 381.50 foot radius curve to the right a distance of 118.84 feet (Central Angle equals 17°50'52" and Long Chord bears North 80°52'03" West 118.36 feet) to a point of tangency; and North 71°56'37" West 51.08 feet to a point of curvature; thence Northwesterly along the arc of a 56.50 foot radius curve to the right a distance of 84.74 feet (Central angle equals 85°56'13" and Long Chord bears North 28°58'30" West 77.02 feet) to a point of tangency; thence North 13°59'35" East 85.20 feet; thence South 89°47'29" East 362.50 feet; thence South 0°00'33" West 184.00 feet to the point of beginning.

**Contains 65,934 sq. ft.  
or 1.514 acres**

**Boyer – The North District  
Lot 5**

**May 31, 2007**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point on the Northerly Line of 11400 South Street as it is widened being 60.50 feet North  $0^{\circ}00'33''$  East along the Quarter Section Line from the Center of said Section 20; and running thence North  $89^{\circ}47'29''$  West 386.16 feet along said Northerly Line; thence North  $0^{\circ}00'33''$  East 184.00 feet; thence South  $89^{\circ}47'29''$  East 312.85 feet; thence North  $0^{\circ}12'19''$  East 286.66 feet; thence South  $60^{\circ}09'23''$  East 83.38 feet to the Quarter Section Line; thence South  $0^{\circ}00'33''$  West 429.44 feet along said Quarter Section Line to the point of beginning.

**Contains 90,436 sq. ft.  
or 2.076 acres**

**Boyer – The North District  
Lot 8**

**June 5, 2007  
Revised June 6, 2007**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the North Quarter Corner of said Section 20 and running thence South  $0^{\circ}00'33''$  West 556.69 feet along the Quarter Section Line; thence North  $80^{\circ}03'39''$  West 148.71 feet; thence North  $32^{\circ}46'20''$  West 170.93 feet; thence Northeasterly along the arc of a 1042.50 foot radius curve to the Left a distance of 230.22 feet (Center bears North  $48^{\circ}50'47''$  West; Central Angle equals  $12^{\circ}39'10''$  and Long Chord bears North  $34^{\circ}49'38''$  East 229.75 feet) to a point of tangency; thence North  $28^{\circ}30'03''$  East 226.09 feet to the point of beginning.

**Contains 72,037 sq. ft.  
or 1.654 acres**

**Boyer – The North District  
Lot 9**

**June 5, 2007  
Revised June 6, 2007**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 96.51 feet North  $89^{\circ}46'06''$  West along the Section Line from the North Quarter corner of said Section 20; and running thence South  $28^{\circ}30'03''$  West 180.39 feet to a point of curvature; thence Southwesterly along the arc of a 957.50 foot radius curve to the right a distance of 179.26 feet (Central Angle equals  $10^{\circ}43'36''$  and Long Chord bears South  $33^{\circ}51'51''$  West 179.00 feet); thence North  $1^{\circ}22'38''$  West 95.75 feet; thence North  $7^{\circ}44'34''$  East 214.03 feet to the Section Line; thence South  $89^{\circ}46'06''$  East 159.28 feet along said Section Line to the point of beginning.

**Contains 28,156 sq. ft.  
or 0.646 acres**

**Boyer – The North District  
Right of Way**

**June 6, 2007**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at the North Quarter Corner of said Section 20 and running thence North  $89^{\circ}46'06''$  West 96.51 feet along the Section Line; thence South  $28^{\circ}30'03''$  West 180.39 feet to a point of curvature; thence Southwesterly along the arc of a 957.50 foot radius curve to the right a distance of 385.66 feet (Central Angle equals  $23^{\circ}04'39''$  and Long Chord bears South  $40^{\circ}02'22''$  West 383.06 feet) to a point of tangency; thence South  $51^{\circ}34'42''$  West 251.47 feet to a point of curvature; thence Southwesterly along the arc of an 842.50 foot radius curve to the left a distance of 187.27 feet (Central Angle equals  $12^{\circ}44'09''$  and Long Chord bears South  $45^{\circ}12'38''$  West 186.89 feet) to a point of tangency; thence South  $38^{\circ}50'33''$  West 118.53 feet; thence North  $51^{\circ}09'27''$  West 2.00 feet; thence South  $38^{\circ}50'33''$  West 682.11 feet to a point of curvature; thence Southwesterly, Southerly, and Southeasterly along the arc of an 844.50 foot radius curve to the left a distance of 739.65 feet (Central Angle equals  $50^{\circ}10'55''$  and Long Chord bears South  $13^{\circ}45'06''$  West 716.23 feet) to a point of tangency; thence South  $11^{\circ}20'22''$  East 464.25 feet to a point of curvature; thence Southwesterly along the arc of a 41.50 foot radius curve to the right a distance of 60.71 feet (Central Angle equals  $83^{\circ}49'24''$  and Long Chord bears South  $30^{\circ}34'20''$  West 55.44 feet) to a point of tangency; thence South  $72^{\circ}29'02''$  West 13.36 feet to a point of curvature; thence Southwesterly along the arc of a 363.50 foot radius curve to the right a distance of 58.48 feet (Central Angle equals  $9^{\circ}13'01''$  and Long Chord bears South  $77^{\circ}05'33''$  West 58.41 feet) to a point of tangency; thence North  $89^{\circ}47'29''$  West 87.01 feet; thence North  $0^{\circ}12'31''$  East 0.50 feet; thence North  $89^{\circ}47'29''$  West 438.61 feet; thence South  $34^{\circ}24'41''$  East 19.44 feet to the Northerly Line of 11400 South Street as it exists at 53.00 foot half-width; thence along said Northerly Line the following nine courses: South  $89^{\circ}47'29''$  East 427.57 feet; South  $0^{\circ}12'31''$  West 0.50 feet; South  $89^{\circ}47'29''$  East 88.18 feet; Northeasterly along the arc of a 379.50 foot radius curve to the left a distance of 62.25 feet (Center bears North  $8^{\circ}07'03''$  West; Central Angle equals  $9^{\circ}23'55''$  and Long Chord bears North  $77^{\circ}11'00''$  East 62.18 feet) to a point of tangency; North  $72^{\circ}29'02''$  East 26.19 feet to a point of curvature; Easterly along the arc of a 970.50 foot radius curve to the right a distance of 602.54 feet (Central Angle equals  $35^{\circ}34'20''$  and Long Chord bears South  $89^{\circ}43'48''$  East 592.91 feet) to a point of tangency; South  $71^{\circ}56'37''$  East 52.49 feet to a point of curvature; Southeasterly along the arc of a 379.50 foot radius curve to the left a distance of 56.54 feet (Central Angle equals  $8^{\circ}32'12''$  and Long Chord bears South  $76^{\circ}12'43''$  East 56.49 feet); and South  $89^{\circ}47'29''$  East 654.40 feet to the Quarter Section Line at a point 44.50 feet North  $0^{\circ}00'33''$  East along said Quarter Section Line from the Center of said Section 20; thence North  $0^{\circ}00'33''$  East 16.00 feet along said Quarter Section Line; thence North  $89^{\circ}47'29''$  West 566.50 feet to a point of curvature; thence Northwesterly along the arc of a 381.50 foot radius curve to the right

a distance of 118.84 feet (Central Angle equals  $17^{\circ}50'52''$  and Long Chord bears North  $80^{\circ}52'03''$  West 118.36 feet) to a point of tangency; thence North  $71^{\circ}56'37''$  West 51.08 feet to a point of curvature; thence Northwesterly along the arc of a 56.50 foot radius curve to the right a distance of 84.74 feet (Central Angle equals  $85^{\circ}56'13''$  and Long Chord bears North  $28^{\circ}58'30''$  West 77.02 feet); thence North  $13^{\circ}59'35''$  East 85.20 feet; thence North  $58^{\circ}04'19''$  West 77.25 feet; thence South  $13^{\circ}59'35''$  West 134.86 feet to a point of curvature; thence Southwesterly along the arc of a 41.50 foot radius curve to the right a distance of 62.07 feet (Central Angle equals  $85^{\circ}41'26''$  and Long Chord bears South  $56^{\circ}50'18''$  West 56.44 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 986.50 foot radius curve to the left a distance of 168.03 feet (Central Angle equals  $9^{\circ}45'33''$  and Long Chord bears North  $85^{\circ}11'46''$  West 167.83 feet); thence North  $83^{\circ}35'40''$  West 78.96 feet; thence Southwesterly along the arc of a 998.50 foot radius curve to the left a distance of 71.05 feet (Center bears South  $4^{\circ}34'56''$  East; Central Angle equals  $4^{\circ}04'37''$  and Long Chord bears South  $83^{\circ}22'46''$  West 71.03 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 41.50 foot radius curve to the right a distance of 63.25 feet (Central Angle equals  $87^{\circ}19'11''$  and Long Chord bears North  $54^{\circ}59'57''$  West 57.30 feet) to a point of tangency; thence North  $11^{\circ}20'22''$  West 446.04 feet to a point of curvature; thence Northwesterly, Northerly, and Northeasterly along the arc of a 755.50 foot radius curve to the right a distance of 661.70 feet (Central Angle equals  $50^{\circ}10'55''$  and Long Chord bears North  $13^{\circ}45'06''$  East 640.75 feet) to a point of tangency; thence North  $38^{\circ}50'33''$  East 682.11 feet; thence North  $51^{\circ}09'27''$  West 2.00 feet; thence North  $38^{\circ}50'33''$  East 118.53 feet to a point of curvature; thence Northeasterly along the arc of a 757.50 foot radius curve to the right a distance of 168.38 feet (Central Angle equals  $12^{\circ}44'09''$  and Long Chord bears North  $45^{\circ}12'38''$  East 168.03 feet) to a point of tangency; thence North  $51^{\circ}34'42''$  East 251.47 feet to a point of curvature; thence Northeasterly along the arc of a 1042.50 foot radius curve to the left distance of 419.90 feet (Central Angle equals  $23^{\circ}04'39''$  and Long Chord bears North  $40^{\circ}02'22''$  East 417.06 feet) to a point of tangency; thence North  $28^{\circ}30'03''$  East 226.09 feet to the point of beginning.

**Contains 314,251 sq. ft.  
or 7.214 acres**



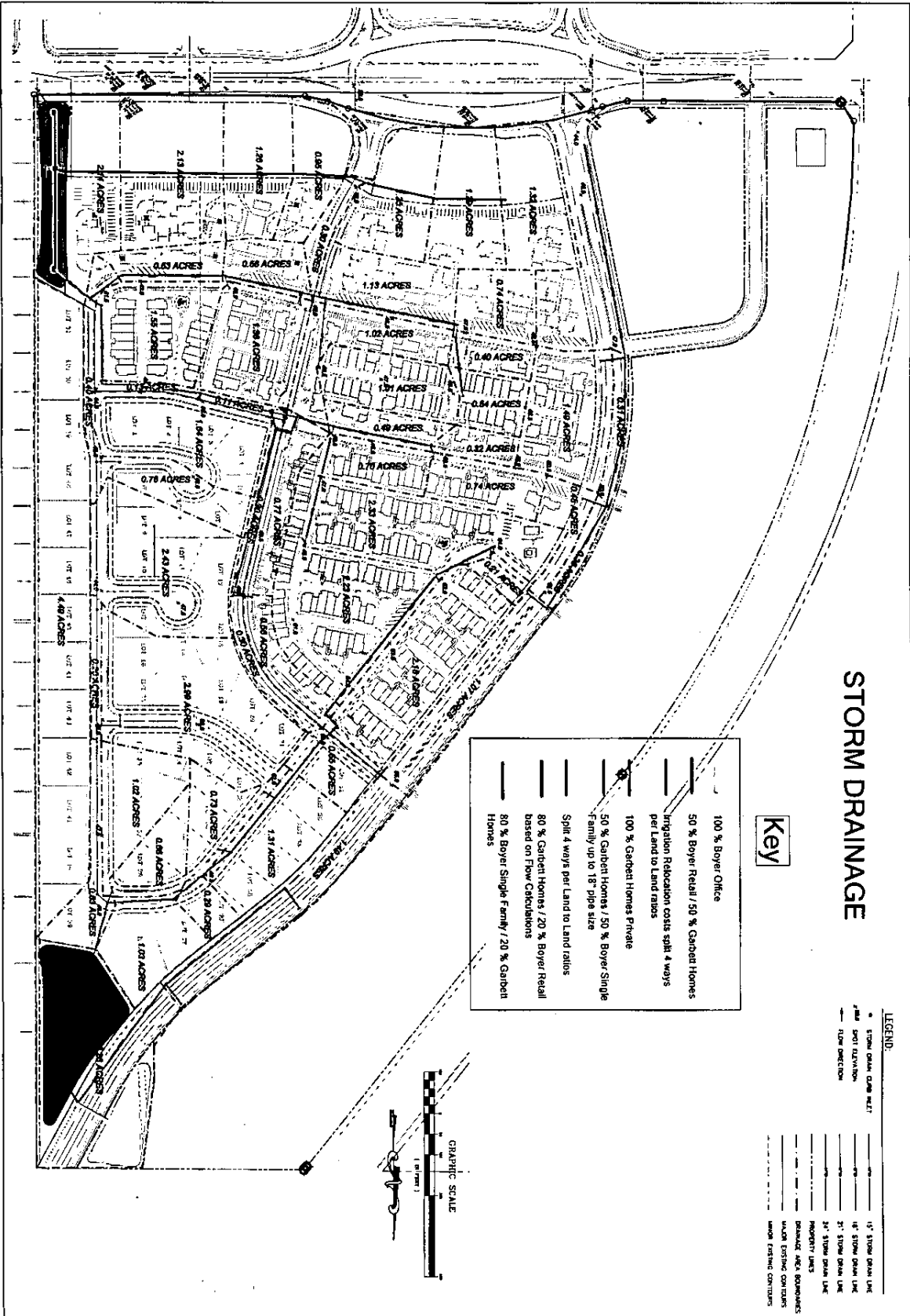
**EXHIBIT "B"**  
**Legal Description – BG Property**

A part of the Northwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point 489.94 feet North 0°00'33" East along the Quarter Section Line; and 83.38 feet North 60°09'23" West from the Center of said Section 20; and running thence South 0°12'19" West 286.66 feet; thence North 89°47'29" West 675.35 feet; thence North 58°04'19" West 77.25 feet; thence Westerly along the arc of an 1160.50 foot radius curve to the left a distance of 470.21 feet (Central Angle equals 23°12'54" and Long Chord bears North 89°22'47" West 467.00 feet); thence North 11°20'22" West 324.42 feet to a point of curvature; thence Northerly along the arc of a 755.50 foot radius curve to the right a distance of 661.70 feet (Central Angle equals 50°10'55" and Long Chord bears North 13°45'06" East 640.75 feet) to a point of tangency; thence North 38°50'33" East 582.11 feet; thence South 51°09'27" East 281.05 feet to a point of curvature; thence Southerly along the arc of a 290.00 foot radius curve to the right a distance of 328.73 feet (Central Angle equals 64°56'54" and Long Chord bears South 18°40'59" East 311.41 feet) to a point of tangency; thence South 13°47'28" West 392.59 feet; thence South 76°12'32" East 255.13 feet to a point of curvature; thence Easterly along the arc of a 300.00 foot radius curve to the left a distance of 72.04 feet (Central Angle equals 13°45'33" and Long Chord bears South 83°05'19" East 71.87 feet) to a point of tangency; thence South 89°58'06" East 139.64 feet; thence South 0°00'29" West 192.48 feet; thence South 60°09'23" East 82.42 feet to the point of beginning.

**(Proposed Lot No. 6, as shown on the preliminary plat of "The North District" a proposed subdivision)**

**EXHIBIT "C"**  
**Site Plan – Easement Areas**



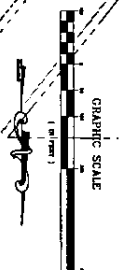
# STORM DRAINAGE

## Key

- 100 % Boyer Office
- 50 % Boyer Retail / 50 % Garbett Homes  
Irrigation Relocation costs split 4 ways  
per Land to Land ratios
- 100 % Garbett Homes Private
- 50 % Garbett Homes / 50 % Boyer Single  
Family up to 18" pipe size
- Split 4 ways per Land to Land ratios
- 80 % Garbett Homes / 20 % Boyer Retail  
based on Flow Calculations
- 80 % Boyer Single Family / 20 % Garbett  
Homes

### LEGEND

- 12" STORM DRAIN LINE
- 18" STORM DRAIN LINE
- 24" STORM DRAIN LINE
- 30" STORM DRAIN LINE
- 36" STORM DRAIN LINE
- PROPERTY LINES
- BOUNDARY LINES
- MAJOR EXISTING CONDUITS
- MAJOR EXISTING CONDUITS



DATE	23 MAY 2007
NO.	3
REV.	5

**TWIN PEAKS**  
Engineering & Land Surveying  
1880 NORTH 800 EAST LEM, UTAH 84043  
(801) 450-3511, (801) 439-0700 FAX

**North District Masterplan**  
**GRADING AND DRAINAGE**  
South Jordan City, Salt Lake County, Utah