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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
CITY OF DRAPER
1020 E PIONEER RD
DRAPER UT 84020
BY: EAP, DEPUTY - WI 60 P.

AGREEMENT

THIS AGREEMENT is made and entered into as of the 30th day of December, 2008, by and between **DRAPER CITY**, a Utah municipal corporation, (herein referred to as the "**City**"), and **MARVIN A. MELVILLE as Trustee of the MARVIN A. MELVILLE TRUST**, and **TRITON INVESTMENTS INC.**, a Utah corporation, (herein referred to collectively as "**Owner**").

RECITALS:

A. Owner is the fee owner of property located within Draper City and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "**Property**").

B. Owner is in the process of developing a residential project to be constructed on the Property, subject to necessary City approvals.

C. The City has completed construction of a public street ("**Bangerter Parkway**") through and adjacent to the Property in order to provide necessary transportation services for the City and its residents.

D. Prior to the City's construction of the Bangerter Parkway through the Property, the parties entered into an agreement dated September 17, 2003 (hereinafter referred to as the "**2003 Agreement**") which outlined the agreed terms and conditions wherein the Owner agreed to convey and dedicate to the City property for the construction of the Bangerter Parkway road across the Property in exchange for the City constructing at its sole cost and expense the Bangerter Parkway roadway embankment and other off-site mass grading, drainage facilities and stabilization over and across the Property. A copy of the 2003 Agreement is attached hereto and incorporated herein by reference as Exhibit B.

E. Included in the 2003 Agreement are provisions under which (among other things) the Owners agreed to convey and dedicate to the City property for the construction of the Bangerter Parkway road across the Property, in exchange for the City constructing, at its sole cost and expense, the Bangerter Parkway roadway embankments and other off-site mass grading, drainage facilities and stabilization over and across the Property. It was agreed that the City's construction would include importing necessary fill material, grading, compaction, and stabilization for the Property.

F. The 2003 Agreement also included provisions as consideration of Owner's dedication of property for the street and necessary easements, the City agreed as follows:

1. If in the course of granting land-use approvals for the project, the City requires a secondary access to the Property, the City will grant Owner an access easement or right of way over and across adjacent City property to allow Owner

RECORDED AS REQUESTED
- CO RECORDER -

secondary access which could be constructed in accordance with then-existing City Ordinances.

2. Areas contained within slope easement dedicated by Owner to the City would be allowed to be included in area calculations of the Property for the purpose of calculating allowable densities.

3. If approval of a site plan or final plat for the Property requires the relocation of a storm drain to be installed by the City in accordance with the grading plan (attached to the 2003 Agreement) ("**Grading Plan**"), the City would be responsible for all reasonable costs associated with relocation of said storm drain line.

G. It has been determined by the parties that an easement for access from Vestry Road is necessary for Owner to receive land-use approvals from the City to develop its project on the Property.

H. It has been determined by the parties that the existing storm drain on the Property needs to be relocated in order to conform to the City's storm water drainage management requirements.

I. The City has not graded the Property pursuant to the specifications of the Grading Plan of the 2003 Agreement. The Owner has received bids from general contractors to grade the Property to the specifications as outlined in the Grading Plan. The most cost-effective bid is for a total of \$116,680 to bring the Property's grading to the specifications of the Grading Plan.

J. The Salt Lake County Recorder's Office, Plat Division, has determined that previous deeding of land in April, 1998 wherein the parties attempted to document the City's taking of the land necessary for the construction of Bangerter Parkway did not accurately portray the actual legal description showing the final Bangerter Parkway taking by the City, and therefor, the parties have been requested by the Salt Lake County Recorder's Office, Plat Division to take those steps necessary to accurately describe the deeding to the City by the Owner of that land which is now known as Bangerter Parkway.

K. Prior to the 2003 Agreement, the parties entered into a Settlement Agreement on October 2, 2002 (the "**2002 Agreement**"), wherein the parties came to an agreement to settle a condemnation proceeding initiated by the City in the Third Judicial District Court in Salt Lake County, Case No. 000903022 ("**Condemnation Lawsuit**"). Pursuant to the terms of the 2002 Agreement, the City purchased fee ownership of a portion of land ("**Vestry Parcel**") directly adjacent to the Property, which is identified in the 2002 Agreement as "Slope Easement No. 1." A copy of the 2002 Agreement is attached hereto and incorporated herein by reference as Exhibit C, and a copy of the legal description for the Vestry Parcel is attached and incorporated herein by reference hereto as Exhibit D.

L. As a direct result of the location of Bangerter Parkway and construction of slope easements along Bangerter Parkway, a portion of the Property has been determined to be undevelopable, due to the extent of the grade along that particular portion of the Property. The City previously commissioned Fortis Group to appraise slope easements which encumber the real property which is the subject of this Agreement. The *Summary Appraisal Report* dated February 5, 2007 ("**Fortis Appraisal**") and authored by Jeff S. Allen, Utah Certified General Appraiser, determines that as of *April 20, 2006* the value of the undevelopable land ("**Undevelopable Land**") is \$275,000 per acre. The total size of the Undevelopable Land is 1.017 acres.

M. In settling the Condemnation Lawsuit, the parties previously agreed upon using seventy percent (70%) as the percentage of the property appraisal amount in order to determine the amounts of any compensation for a land taking.

N. In order to amend a prior action, wherein the City purchased the Vestry Parcel from Owner (as opposed to acquiring it as a slope easement) pursuant to the 2002 Agreement, Owner now desires to reacquire the Vestry Parcel from the City in order to proceed with its site planning for development of multi-family housing on the Property, and subsequent to the re-deeding of the Vestry Parcel, convey to the City a slope easement of that portion of the Vestry Parcel required for Vestry Road. The Owner was previously paid \$82,524.00 by the City as compensation for the City's acquiring fee title ownership of the Vestry Parcel.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Secondary Access Easement.** As the City requires a secondary access from Vestry Road to the Property ("**Secondary Access Easement**") in order to approve Owner's land-use requests, the City shall grant or otherwise cooperate with third-parties as reasonably necessary in order for Owner to obtain a permanent easement thereby allowing Owner secondary access from Vestry Road to Owner's pending project which can be constructed in accordance with the applicable City Ordinances in effect as of the date of this Agreement. The legal description for the Secondary Access Easement is more particularly described in Exhibit E attached hereto and incorporated herein by reference.

2. **Relocation of Existing Storm Drain.** In order for the City to approve Owner's land-use requests, the City shall be responsible for costs associated with the relocation of the existing storm drain pursuant to the Storm Drain Relocation Plan ("**Storm Drain Plan**") attached hereto as Exhibit F, including providing the necessary approvals for the installation of the storm drain as provided for in the Storm Drain Plan. Owner shall be allowed to complete the actual Storm Drain relocation and be reimbursed for its actual costs, not to exceed \$28,058.80.

3. **Compensation for Grading Costs.** The City agrees to compensate Owner in the amount not to exceed \$116,680 for Owner's future grading.

4. **Use of 2006 Land Valuations.** The parties agree to use the April 20, 2006 land valuations as stated in the Fortis Appraisal in order to determine property values, as opposed to commissioning a re-appraisal to determine the property values at the date of this Agreement.

5. **Compensation to Owner for Undevelopable Land.** The City agrees to compensate Owner in the amount of \$195,772 for the Undevelopable Land (computed as \$275,000 per acre x 1.017 acres = \$279,675 x .70 = \$195,772.50). The Owner shall deed the Undevelopable Land to the City in the form attached and incorporated herein by reference hereto as Exhibit G. The Owner shall maintain the right to use the size of the Undevelopable Land in its future density-use and open space calculations.

6. **Correction of Discrepancies in Legal Descriptions.** The parties shall collectively work with the Salt Lake County Recorder's Office, Plat Division to properly correct the legal descriptions of the actual road right-of-way, slope easement takings and parcel conveyances. In order to accomplish this, each party shall vacate any and all deeds, grants of right-of-way and/or easements previously received from the other party regarding the Property, and shall then in turn simultaneously record the proper conveyance documents in favor of the other party in order to accurately depict the actual road right-of-way, slope easement takings and parcel conveyances.

7. **Re-Deeding of Vestry Parcel and Recording of Subsequent Slope Easement.** The City agrees to re-deed the Vestry Parcel to Owner in the form attached and incorporated herein by reference hereto as Exhibit H, who shall in-turn simultaneously record a slope easement in favor of the City for the portion of land necessary for the slope easement in the form attached and incorporated herein by reference hereto as Exhibit I. The total acreage of the new slope easement is 0.31 acres.

8. **Density Use and Open Space Calculations Regarding Vestry Parcel.** For the purposes of calculating density-use and open space calculations for Owner's future development, the City agrees to allow Owner to use the slope easement on the Vestry Parcel in its future density-use calculations for development of Owner's multi-family project on the Property.

9. **Offset of Vestry Parcel Valuation Gain by Owner and Undevelopable Land Compensation by the City to Owner.** Pursuant to the terms of the 2002 Agreement, the Owner was previously paid \$82,524.00 by the City as compensation for the City's acquiring fee ownership of the Vestry Parcel. With the re-deeding of the Vestry Parcel back to Owner, the parties agree that the amount previously paid by the City pursuant to the terms of the 2002 Agreement shall be the amount to be paid by Owner to the City for the Vestry Parcel. Using the values and percentages as determined in the 2002 Agreement, the value of the slope easement computed as \$130,000 per acre x 0.33 acres = \$42,900.00 x .70 = \$30,030.00. The difference between the value of the

Vestry Parcel to be re-paid by Owner to the City (\$82,524.00) and the new slope easement to be granted by Owner to the City (\$30,030.00) equals \$52,494.00 owing to the City. The amount to be paid by the City to Owner for the Undevelopable Land equals \$195,772.50, which when offset by the net amount of \$52,494.00 to be paid by Owner to City as consideration for the Vestry Parcel as described above, leaves a balance of \$143,278.50 to be paid to Owner by the City for the Undevelopable Land.

The intention of the parties hereto is that within six months after completion of Owner's development of multi-family housing on the Property, the parties shall jointly contract to have the actual takings surveyed to confirm the slope easement sizes as indicated herein. In the event that there is a discrepancy between the projected takings and the actual takings, the parties shall determine the amount owed by one party to the other using the formula as shown above, and the party owing to the other as a result of this adjustment shall make due payment within thirty (30) days of the parties jointly reviewing the survey results.

10. **Default.** If any party shall default the terms of this Agreement, the non-defaulting party shall be entitled to all costs of enforcing the same, including a reasonable attorney's fee.

11. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

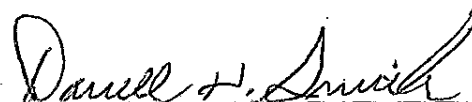
12. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

"CITY"

DRAPER CITY

ATTEST

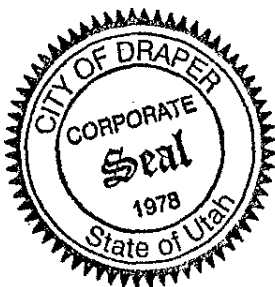

City Recorder

By: 
Mayor

"OWNERS"

MARVIN A. MELVILLE TRUST

By: _____
Marvin A. Melville, Trustee



"OWNERS"

MARVIN A. MELVILLE TRUST

By: 
Marvin A. Melville, Trustee

TRITON INVESTMENTS INC.

By: _____
Zane Morris, Secretary/Treasurer

TRITON INVESTMENTS INC.

By: 
Zane Morris, Secretary/Treasurer

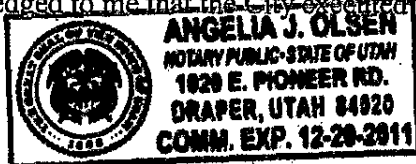
CITY ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE

On this 21st day of December, 2008, personally appeared before me Darrell H. Smith, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and that said Darrell H. Smith acknowledged to me that the City executed the same.



Angela J. Olsen
Notary Public

OWNER ACKNOWLEDGMENT

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE

On this ___ day of _____, 2009, personally appeared before me Marvin A. Melville, who being duly sworn, did say that he is the Trustee of **MARVIN A. MELVILLE TRUST**, and that the foregoing instrument was signed in behalf of said Trust by his authority as Trustee, and that said Marvin A. Melville acknowledged to me that the Trust executed the same.

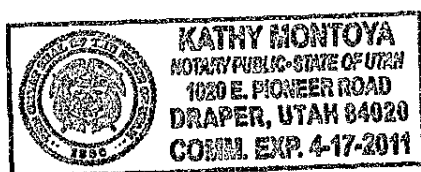
Notary Public

STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE

On this 29th day of December, 2008, personally appeared before me Zane Morris, who being duly sworn, did say that he is the Secretary/Treasurer of **TRITON INVESTMENTS INC.**, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and that said Zane Morris acknowledged to me that the corporation executed the same.



Kathy Montoya
Notary Public

CITY ACKNOWLEDGMENT

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE

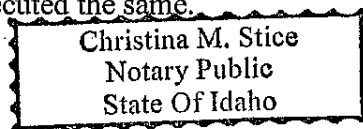
On this ____ day of December, 2008, personally appeared before me Darrell H. Smith, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and that said Darrell H. Smith acknowledged to me that the City executed the same.

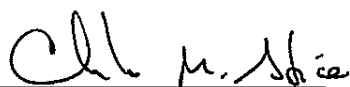
Notary Public

OWNER ACKNOWLEDGMENT

^{Idaho}
STATE OF ~~UTAH~~)
 :SS.
^{Blaine}
COUNTY OF ~~SALT LAKE~~

On this 30 day of December, 2008, personally appeared before me Marvin A. Melville, who being duly sworn, did say that he is the Trustee of **MARVIN A. MELVILLE TRUST**, and that the foregoing instrument was signed in behalf of said Trust by his authority as Trustee, and that said Marvin A. Melville acknowledged to me that the Trust executed the same.





Notary Public
my commission exp 6-20-2014

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE

On this ____ day of December, 2008, personally appeared before me Zane Morris, who being duly sworn, did say that he is the Secretary/Treasurer of **TRITON INVESTMENTS INC.**, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and that said Zane Morris acknowledged to me that the corporation executed the same.

Notary Public

EXHIBIT "A"

(Property Description)

MELVILLE/TRITON INV. EXISTING PARCEL NO. 1 (East Parcel)

BEGINNING AT A POINT WHICH IS 1985.36 FEET SOUTH 01°14'35" EAST, ALONG THE QUARTER SECTION LINE, FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 01°14'35" EAST 86.77 FEET, ALONG SAID SECTION LINE, TO THE NORTH RIGHT OF WAY OF HIGHLAND DRIVE; THENCE 607.63 FEET ALONG A 1051.17 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 51°32'17" WEST 599.21 FEET) ALONG SAID RIGHT OF WAY; THENCE SOUTH 34°54'10" WEST 233.48 FEET ALONG SAID RIGHT OF WAY; THENCE NORTH 89°56'36" WEST 431.61 FEET; THENCE 710.32 FEET ALONG A 467.42 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARING NORTH 18°19'41" EAST, CHORD LENGTH 643.92 FEET) ALONG THE SOUTH RIGHT OF WAY LINE OF THE BANGERTEER HIGHWAY EXTENSION PROJECT; THENCE NORTH 61°50'42" EAST 442.49 FEET ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 63°38'18" EAST 45.47 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 26°02'06" EAST 8.15 FEET; THENCE NORTH 83°20'27" EAST 27.92 FEET; THENCE SOUTH 89°49'29" EAST 24.18 FEET; THENCE SOUTH 02°03'35" EAST 43.32 FEET; THENCE 97.29 FEET ALONG A 145.65 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 28°06'27" EAST 95.49 FEET); THENCE 318.75 FEET ALONG A 288.05 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 78°56'42" EAST 302.73 FEET) TO THE QUARTER SECTION LINE AND THE POINT OF BEGINNING.

CONTAINING 12.19 ACRES, MORE OR LESS.

MELVILLE/TRITON INV. EXISTING PARCEL NO. 2 (West Parcel)

BEGINNING AT A POINT SOUTH 01°14'35" EAST, ALONG THE QUARTER SECTION LINE, 1577.71 FEET, AND SOUTH 88°45'25" WEST 184.12 FEET FROM THE NORTH QUARTER CORNER OF SECTION 7, TOWNSHIP 4 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE 72.23 FEET ALONG A 479.17 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 57°14'58" WEST, 72.16 FEET); THENCE SOUTH 61°50'42" WEST 698.73 FEET; THENCE 819.41 FEET ALONG A 551.59 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 19°17'15" WEST 746.12 FEET) TO THE QUARTER SECTION LINE; THENCE NORTH 89°56'36" WEST 189.34 FEET ALONG SAID SECTION LINE TO THE WEST 40 ACRE LINE; THENCE NORTH 01°14'31" WEST

778.86 FEET, ALONG SAID 40 ACRE LINE TO THE SOUTH LINE OF THE UTAH TRANSIT AUTHORITY RIGHT OF WAY LINE; THENCE NORTH 60°31'42" EAST 1127.88 FEET ALONG SAID RIGHT OF WAY LINE TO THE WEST LINE OF THE PACIFICORP PROPERTY; THENCE SOUTH 29°29'16" EAST 299.61 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINING 10.28 ACRES, MORE OR LESS

EXHIBIT "B"
(2003 Agreement)

AGREEMENT

THIS AGREEMENT is made and entered into as of the 17th day of September, 2003, by and between **DRAPER CITY**, a Utah municipal corporation, hereinafter referred to as the "City," and **MARVIN A. MELVILLE** as Trustee of the **MARVIN A. MELVILLE TRUST**, and **TRITON INVESTMENTS, INC.**, a Utah corporation, hereinafter referred to collectively as "Owners."

RECITALS:

A. Owners are the owners of property located within Draper City and more particularly described in Exhibit "A," attached hereto and incorporated herein by reference (the "Property"). Owners desire that a public street be constructed through the Property to provide access to the Property and the City desires that a public street be constructed through Owners' Property to provide necessary transportation services for the City and its residents.

B. The City currently has available resources to supply material for the future construction of a public street across Owners' Property and desires to utilize that material, for the benefit of Owners' Property, and to assist in construction of the public street.

C. In exchange for the conferring of a significant benefit to the Property through the addition of necessary materials to build the street and for further preliminary construction work, the Owners are willing to dedicate and convey to the City property and slope easements necessary for the public street.

D. Owners and the City have previously entered into a Settlement Agreement in relation to a condemnation action filed by the City against the Owners for the acquisition of property for the construction of a neighboring street connection (the "Settlement Agreement") which Settlement Agreement calls for work to be accomplished which will aid in the construction of a public street across Owners' Property.

E. The parties desire to reduce their agreements and understandings to writing as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are hereby incorporated into this Agreement.

2. **Conveyance and Dedication of Property.** Owners hereby agree to convey and dedicate to the City, by easement in substantially the same for as Exhibit "B," attached hereto and incorporated herein by reference, property for the construction of the Bangerter Parkway road across the Owners' Property.

3. **Preliminary Construction of Bangerter Parkway Road.** In exchange for, and in consideration of the Owners' dedication of property as set forth in paragraph 2, above, the City hereby agrees to construct, at its sole cost and expense, the Bangerter Parkway roadway embankment and other off-site mass grading, drainage facilities and stabilization over and across Owners' Property as specifically shown in the construction drawings and plans attached hereto as Exhibit "C" and incorporated herein by reference. It is understood that the City's construction will consist of importing necessary fill material, grading, compaction and stabilization. Final road surfacing will not be completed as a part of this Agreement. In performing construction, the City shall abide by normal construction standards and shall utilize only so much of Owners' Property as is necessary to complete preliminary construction of the street. Upon completion, the City shall restore all areas of Owners' Property outside of the area dedicated and conveyed to as near its original condition as possible. All work shall be accomplished in accordance with the specifications and plans set forth in Exhibit "C."

4. **Further Development of the Property.** Owners anticipate the future development of the Property and acknowledge that nothing in this Agreement shall be construed as a grant of any land-use approvals or entitlements. However, in consideration of Owners' dedication of property for the street and necessary easements, the City agrees as follows:

a. If, in the course of granting land-use approvals for the project, the City requires a secondary access to the Property, the City will grant Owner an easement over and across adjacent City property to allow Owner secondary access which can be constructed in accordance with then-existing City Ordinances.

b. Areas contained within slope easements dedicated by Owner to the City will be allowed to be included in area calculations of the Property for the purpose of calculating allowable densities. However, nothing herein shall be construed to allow active use of the slope easement areas in any way which would, in the independent engineering judgment of the City, compromise the stability of the public right-of-way or violate then-existing City Ordinances.

c. If approval of a site plan or final plat for the property requires the relocation of a storm drain line to be installed by the City in accordance with the grading plan attached hereto as Exhibit "C," the City will be responsible for all reasonable costs associated with relocation of said storm drain line.

5. **License and Permit for Entry.** To accomplish the work contemplated herein, Owner hereby grants to the City, its agents, employees, contractors and representatives, license and permission to enter upon the Property to perform the work as set forth in Exhibit "C."

6. **Indemnification.** The City hereby agrees to indemnify, hold harmless and defend Owner, its agents and employees, from and against all claims, mechanics' liens, demands, damages, actions, costs and charges, for personal injury or property damage and other liabilities, including attorneys' fees, arising out of or by any reason of the City's activities conducted on the Premises.

7. **Removal of Fill Material from Owner's Property.** In the Settlement Agreement, the parties agreed to allow Owners to remove fill material from a portion of property conveyed to the City to assist in the construction of the Bangerter Parkway road across Owners' Property. The City hereby agrees to assist Owners in every reasonable way in the removal and placement of this material for the construction of the Bangerter Parkway road.

8. **Successors and Assigns.** This Agreement shall be binding upon each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

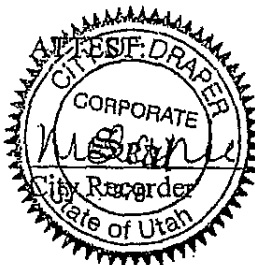
9. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

10. **Governing Law.** This Agreement and the parties' performance hereunder shall be governed by and construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

DRAPER CITY



By: _____

Mayor

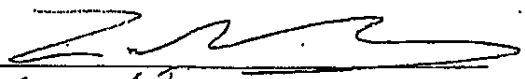
"OWNERS"

MARVIN A. MELVILLE TRUST

By: _____

Bruce A. Nelson, Attorney for Marvin A. Melville, Trustee

TRITON INVESTMENTS, INC.

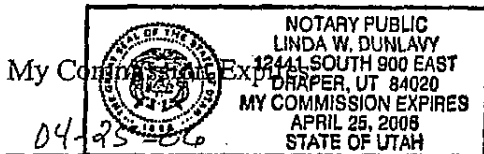
By: 

Its: Sec / Treas.

CITY ACKNOWLEDGMENT

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

On the 17th day of September, 2003, personally appeared before me Darrell H. Smith, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Darrell H. Smith acknowledged to me that the City executed the same.



Linda Dunlavy
Notary Public
Residing at:
Salt Lake County

OWNER ACKNOWLEDGMENT

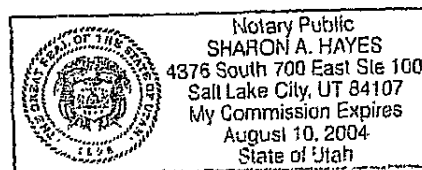
STATE OF UTAH)
)
 :ss.
COUNTY OF SALT LAKE)

On the 17th day of September, 2003, personally appeared before me Marvin A. Melville, who being duly sworn, did say that ~~he~~ she is the Trustee of the **MARVIN A. MELVILLE TRUST**, who duly acknowledged to me that he executed the same on behalf of said Trust.

My Commission Expires:

Aug-10-2004

Sharon A. Hayes
Notary Public
Residing at:
Salt Lake County



STATE OF UTAH)

:SS.

COUNTY OF SALT LAKE)

On the 17th day of September, 2003, personally appeared before me Zane
Morris who being by me duly sworn did say that (s)he is the
Sec. Treasurer of TRITON INVESTMENTS, INC., and that the foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its Board of
Directors; and they acknowledged to me that said corporation executed the same.

My Commission Expires:

Aug-10-2004

Sharon A. Hayes
Notary Public

Residing at:

Salt Lake County

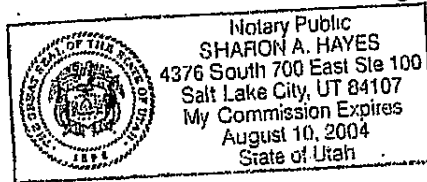
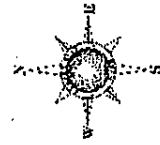


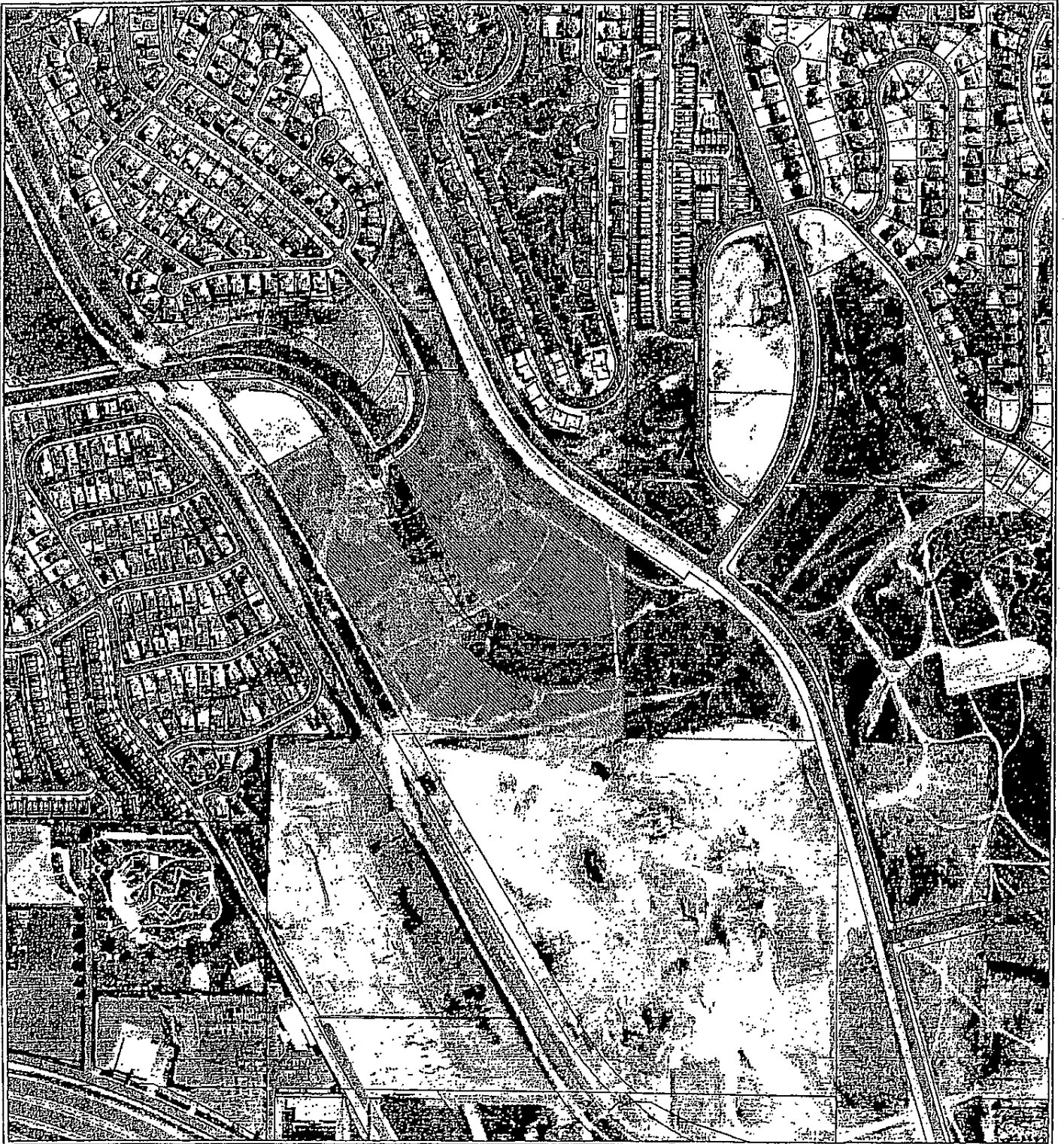
EXHIBIT "A"

Overall Property Description

Triton/Melville
Property



Draper City



- POOR COPY -
CO. RECORDER

EXHIBIT "B"

Right of Way and Easement Descriptions

BANGERTER PARKWAY OVERALL RIGHT OF WAY

7/29/03

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DRAPER CITY.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S 89°25'02" E BETWEEN THE MONUMENT FOUND MARKING THE NORTH ¼ CORNER OF SAID SECTION 7 AND THE NORTHEAST CORNER OF SAID SECTION 7.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS;

BEGINNING AT A POINT ON A LINE OFFSET 4 FEET WEST FROM THE WESTERN BACK OF CURB OF BANGERTER PARKWAY, A FUTURE ROAD, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING SOUTH 1699.05 FEET, AND WEST 347.17 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 12, AND RUNNING;

THENCE, S 28°09'38" E A DISTANCE OF 81.05 FEET TO A POINT ON THE BACK OF WALK OF THE EAST SIDEWALK OF BANGERTER PARKWAY, A FUTURE ROAD;

THENCE, S 63°57'38" W A DISTANCE OF 25.20 FEET ALONG THE BACK OF SAID EAST SIDEWALK;

THENCE, 12.73 FEET ALONG A CURVE WITH A 30.00 FOOT RADIUS TO THE RIGHT (LONG CHORD OF WHICH BEARS S 76°06'58" W A DISTANCE OF 12.63 FEET) WITH A TANGENT OF 6.46 FEET AND A DELTA OF 24°18'41" ALONG THE BACK OF SAID SIDEWALK TO A POINT ON A LINE OFFSET 4 FEET EASTERLY OF SAID EAST SIDEWALK;

THENCE, S 61°50'22" W A DISTANCE OF 500.61 FEET ALONG SAID OFFSET LINE;

THENCE, 961.13 FEET ALONG A CURVE WITH A 469.00 FOOT RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS S 03°07'50" W A DISTANCE OF 801.56 FEET) WITH A TANGENT OF 771.64 FEET AND A DELTA OF 117°25'04" ALONG SAID OFFSET LINE;

THENCE, S 55°34'42" E A DISTANCE OF 106.04 FEET ALONG SAID OFFSET LINE;

THENCE, N 34°44'56" E A DISTANCE OF 22.47 FEET TO A CORNER ON THE EAST LINE OF PARCEL 2 OF THAT CERTAIN DOCUMENT RECORDED AS ENTRY #7403890 IN BOOK 829 AT PAGE 6286, IN THE SALT LAKE COUNTY RECORDER'S OFFICE AND A CORNER ON THE WEST LINE OF THE HIGHLAND DRIVE RIGHT OF WAY;

THENCE, S 55°15'04" E A DISTANCE OF 34.05 FEET ALONG SAID EAST LINE OF SAID PARCEL 2 AND SAID HIGHLAND DRIVE RIGHT OF WAY;

THENCE, S 34°44'56" W A DISTANCE OF 89.38 FEET ALONG SAID EAST LINE OF SAID PARCEL 2 AND SAID HIGHLAND DRIVE RIGHT OF WAY;

THENCE, 9.89 FEET ALONG A CURVE WITH A 1008.14 FOOT RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS S 35°01'48" W A DISTANCE OF 9.89 FEET) WITH A TANGENT OF 4.95 FEET AND A DELTA OF 0°33'44" ALONG SAID EAST LINE OF SAID PARCEL 2 AND SAID HIGHLAND DRIVE RIGHT OF WAY TO A POINT ON A LINE OFFSET 4 FEET WEST OF THE WESTERN BACK OF CURB LINE OF BANGERTER PARKWAY, A FUTURE ROAD;

THENCE, N 55°34'42" W A DISTANCE OF 139.60 FEET ALONG SAID OFFSET LINE;

THENCE, 1118.93 FEET ALONG A CURVE WITH A 546.00 FOOT RADIUS TO THE RIGHT (LONG CHORD OF WHICH BEARS N 03°07'50" E A DISTANCE OF 933.16 FEET) WITH A TANGENT OF 898.33 FEET AND A DELTA OF 117°25'04" ALONG SAID OFFSET LINE;

THENCE, N 61°50'22" E A DISTANCE OF 538.04 FEET ALONG SAID OFFSET LINE TO THE POINT OF BEGINNING FOR THIS DESCRIPTION.

CONTAINS AN AREA OF 3.06 ACRES, MORE OR LESS.

EAST SLOPE EASEMENT (MELVILLE)

7/29/03

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DRAPER CITY,

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S 89°25'02" E BETWEEN THE MONUMENT FOUND MARKING THE NORTH ¼ CORNER OF SAID SECTION 7 AND THE NORTHEAST CORNER OF SAID SECTION 7.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS;

BEGINNING AT A POINT ON A LINE OFFSET 4 FEET EAST FROM THE EASTERN BACK OF SIDEWALK OF BANGERTE PARKWAY, A FUTURE ROAD, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING SOUTH 1942.71 FEET, AND WEST 639.20 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 12, AND RUNNING;

THENCE, S 57°46'52" W A DISTANCE OF 100.00 FEET ALONG THE TOE OF A 2:1 FILL SLOPE FROM SAID OFFSET LINE TO THE EXISTING GROUND SURFACE;
THENCE, S 55°10'24" W A DISTANCE OF 100.00 FEET ALONG SAID TOE;
THENCE, S 45°32'52" W A DISTANCE OF 100.00 FEET ALONG SAID TOE;
THENCE, S 37°40'41" W A DISTANCE OF 80.00 FEET ALONG SAID TOE;
THENCE, S 16°58'59" W A DISTANCE OF 66.66 FEET ALONG SAID TOE;
THENCE, S 21°22'12" W A DISTANCE OF 67.62 FEET ALONG SAID TOE;
THENCE, S 04°54'11" W A DISTANCE OF 77.52 FEET ALONG SAID TOE;
THENCE, S 04°46'03" E A DISTANCE OF 79.72 FEET ALONG SAID TOE;
THENCE, S 10°14'36" E A DISTANCE OF 80.73 FEET ALONG SAID TOE;
THENCE, S 18°47'06" E A DISTANCE OF 60.76 FEET ALONG SAID TOE;
THENCE, S 46°41'33" E A DISTANCE OF 23.72 FEET ALONG SAID TOE;
THENCE, S 13°23'55" E A DISTANCE OF 32.32 FEET TO THE SECTION LINE BETWEEN THE CENTER AND THE WEST QUARTER CORNERS OF SAID SECTION 7 AND THE SOUTH LINE OF THE PROPERTY DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED AS ENTRY #7972661 IN BOOK 8488 AT PAGE 5040, IN THE SALT LAKE COUNTY RECORDER'S OFFICE;
THENCE, N 89°57'09" W A DISTANCE OF 66.35 FEET ALONG SAID SECTION LINE AND SAID PROPERTY LINE TO A POINT ON SAID 4 FOOT OFFSET LINE;
THENCE, 735.36 FEET ALONG A CURVE WITH A 469.00-FOOT RADIUS TO THE RIGHT (LONG CHORD OF WHICH BEARS N 16°55'16" E A DISTANCE OF 662.32 FEET) WITH A TANGENT OF 467.67 FEET AND A DELTA OF 89°50'13" ALONG SAID OFFSET LINE;
THENCE, N 61°50'22" E A DISTANCE OF 165.59 FEET ALONG SAID OFFSET LINE TO THE POINT OF BEGINNING.

CONTAINS AN AREA OF 0.77 ACRES, MORE OR LESS.

WEST SLOPE EASEMENT (MELVILLE)

7/29/03

A PARCEL OF LAND LOCATED IN THE SOUTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND DRAPER CITY.

THE BASIS OF BEARINGS FOR THIS DESCRIPTION IS S 89°25'02" E BETWEEN THE MONUMENT FOUND MARKING THE NORTH ¼ CORNER OF SAID SECTION 7 AND THE NORTHEAST CORNER OF SAID SECTION 7.

SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS;

BEGINNING AT A POINT ON A LINE OFFSET 4 FEET WEST FROM THE WESTERN BACK OF CURB OF BANGERTER PARKWAY, A FUTURE ROAD, SAID POINT BEING MORE PARTICULARLY DESCRIBED AS BEING SOUTH 1699.05 FEET, AND WEST 347.17 FEET FROM THE NORTH ¼ CORNER OF SAID SECTION 12, AND RUNNING;

THENCE, S 61°50'22" W A DISTANCE OF 538.04 FEET ALONG SAID 4 FOOT OFFSET LINE;
THENCE, 815.83 FEET ALONG A CURVE WITH A 546.00 FOOT RADIUS TO THE LEFT (LONG CHORD OF WHICH BEARS S 19°02'02" W A DISTANCE OF 742.03 FEET) WITH A TANGENT OF 505.70 FEET AND A DELTA OF 85°36'40" ALONG SAID 4 FOOT OFFSET LINE TO THE SECTION LINE BETWEEN THE CENTER AND THE WEST QUARTER CORNERS OF SAID SECTION 7 AND THE SOUTH LINE OF THE PROPERTY DESCRIBED IN THAT CERTAIN DOCUMENT RECORDED AS ENTRY #7972661 IN BOOK 8488 AT PAGE 5040, IN THE SALT LAKE COUNTY RECORDER'S OFFICE;

THENCE, N 89°57'09" W A DISTANCE OF 76.21 FEET ALONG SAID SECTION AND PROPERTY LINE TO A POINT ON THE TOE OF A 2:1 FILL SLOPE FROM SAID OFFSET LINE TO THE EXISTING GROUND SURFACE;

THENCE, N 17°27'40" W A DISTANCE OF 109.81 FEET ALONG SAID TOE;

THENCE, N 06°15'39" W A DISTANCE OF 178.64 FEET ALONG SAID TOE;

THENCE, N 12°36'21" W A DISTANCE OF 111.20 FEET ALONG SAID TOE;

THENCE, N 51°10'02" E A DISTANCE OF 74.62 FEET ALONG SAID TOE;

THENCE, N 18°59'40" E A DISTANCE OF 90.57 FEET ALONG SAID TOE;

THENCE, N 34°29'41" E A DISTANCE OF 64.63 FEET ALONG SAID TOE;

THENCE, N 41°36'47" E A DISTANCE OF 90.70 FEET ALONG SAID TOE;

THENCE, N 48°12'39" E A DISTANCE OF 126.46 FEET ALONG SAID TOE;

THENCE, N 62°52'35" E A DISTANCE OF 76.17 FEET ALONG SAID TOE;

THENCE, N 76°25'03" E A DISTANCE OF 99.87 FEET ALONG SAID TOE;

THENCE, N 65°53'44" E A DISTANCE OF 110.57 FEET ALONG SAID TOE;

THENCE, N 45°17'26" E A DISTANCE OF 60.46 FEET ALONG SAID TOE;

THENCE, N 78°59'31" E A DISTANCE OF 91.60 FEET ALONG SAID TOE;

THENCE, N 66°03'19" E A DISTANCE OF 137.13 FEET ALONG SAID TOE;

THENCE, N 83°25'42" E A DISTANCE OF 66.97 FEET ALONG SAID TOE TO A POINT ON SAID 4 FOOT OFFSET LINE AND THE POINT OF BEGINNING.

CONTAINS AN AREA OF 2.21 ACRES, MORE OR LESS.

EXHIBIT "C"

Overall Grading Plan

[Note: A copy of this Plan is not attached to the copy of the 2009 Agreement.]

EXHIBIT "C"
(2002 Agreement)

SETTLEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the 2^d day of October, 2002, by and between DRAPER CITY, a Utah municipal corporation, hereinafter referred to as the "City," and MARVIN A. MELVILLE as Trustee of the MARVIN A. MELVILLE TRUST, and TRITON INVESTMENTS, INC., a Utah corporation, hereinafter referred to collectively as "Owners."

RECITALS:

A. Owners have previously conveyed to the City, by plat dedication and by deed, property comprising overlapping rights-of-way for a public street commonly known as the 300 East and Vestry Road connection in the South Mountain area of Draper City.

B. The City determined that, in order to construct the 300 East and Vestry Road connection, in addition to the right-of-way conveyed by the Owners, slope easements would be necessary for the support of the roadway.

C. In order to acquire the necessary property, the City has initiated condemnation proceedings in the Third Judicial District Court in Salt Lake County, Case No. 000903022.

D. Through the condemnation proceedings, the City seeks the condemnation of four separate slope easements. Upon actual construction of the 300 East and Vestry Road connection, pursuant to an Order of Immediate Occupancy issued through the condemnation proceedings, it has been determined that the City will utilize only two slope easements in support of the constructed roadway.

E. The legal descriptions of the property subject to condemnation herein were derived by surveyors and engineers hired by the City. In the pending settlement of such condemnation action, Owners rely solely upon such legal descriptions without the second opinion or assistance of their own surveyors.

F. The taking of the second slope easement leaves the Owners with little useable area and the parties desire by Agreement, to provide for the conveyance, in fee, to the City of a parcel of property referred to hereinafter as "Parcel No. 2."

G. The parties desire, through this Agreement, to provide for the payment of just compensation to the Owners and to convey the property necessary for the slope easement and Parcel No. 2 (collectively the "Property").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Entry of Stipulation and Order. The parties hereby agree to execute a Stipulation and Order in substantially the same form as Exhibit "A," attached hereto and incorporated herein by

reference. It is contemplated that the Stipulation and Order and subsequent Satisfaction of Judgment and Final Order of Condemnation will result in the conclusion of the City's condemnation action and the vesting of the Property in the ownership of the City.

2. **Parcel No. 2.** The City's construction of the 300 East and Vestry Road connection has created a significant cut for the roadway, resulting in a significant elevation change from the highest point of Parcel No. 2 to the roadway. In exchange for the conveyance of Parcel No. 2 to the City, in fee, and other consideration, the City hereby agrees to allow Owners or their assignees (collectively referred to in this paragraph as "Owners") to remove fill material from Parcel No. 2, to be utilized in the construction of 300 East Street across Owners' remaining property to connect with Highland Drive. The Owners' removal of fill material shall be at Owners' sole expense and in accordance with an excavation plan to be approved by the City Engineer, such approval not to be unreasonably withheld. Owners' removal of fill material shall not reduce the northwestern corner of Parcel No. 2 below the level of the public street and shall allow for a gradual slope from the northwestern corner of Parcel No. 2 to the eastern and southeastern corner of Parcel No. 2. Owners shall not be allowed to remove fill material to the extent that significant cut slopes would be created at the eastern and southeastern boundary of Parcel No. 2.

3. **Discrepancies in Legal Descriptions and Surveys.** Should there be errors or discrepancies in the legal descriptions for the Property, the City hereby agrees to cooperate with the Owners in resolving such discrepancies. It is the intent of the parties that the prior dedications and Final Order of Condemnation will result in the vesting of ownership in the City of the right-of-way as it exists on the date of this Agreement and Slope Easement No. 1 and Parcel No. 2 as described in the Final Order of Condemnation and as shown on the map, Exhibit "B," attached hereto and incorporated herein by reference.

4. **Title Issues on Future 300 East Expansion.** The parties acknowledge that a prior plat dedication and deed may have created title overlap issues relating to the future extension of 300 East over and across adjacent property belonging to Owners. This Settlement Agreement makes no attempt to resolve such issues and the parties acknowledge that the same will be handled at the time that the extension of 300 East is completed. The City acknowledges that it previously received overlapping dedications of property for the 300 East extension, that the City subsequently vacated a portion of the overlapping property, and has reserved slope easements needed in connection with such future roadway construction. Any issues relating to such matters are not waived by virtue of this Settlement Agreement and the stipulation relating to the Vestry Road/300 East intersection construction and condemnation matter. The City acknowledges that it has not compensated Owners for any slope easements reserved or other overlapping descriptions.

5. **Default.** If any party shall fail to comply with the terms of this Agreement, the non-defaulting party shall send written notice and provide a reasonable opportunity to cure, but not less than thirty (30) days. If the default is not cured within the time allowed, the defaulting party agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its rights hereunder.

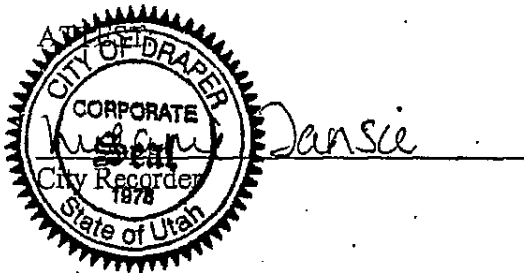
6. **Successors and Assigns.** This Agreement shall bind each of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. **Entire Agreement.** This Agreement, with any exhibits incorporated by reference, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of that agreement. This Agreement supersedes all prior or contemporaneous negotiations, discussions and understandings, whether oral or written or otherwise, all of which are of no further effect. This Agreement may not be changed, modified or supplemented except in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

"CITY"

DRAPER CITY



By: Daniel H. Smith
Mayor

"OWNERS"

MARVIN A. MELVILLE TRUST

By: Bruce A. Nelson
Bruce A. Nelson, Attorney for Marvin A. Melville, Trustee

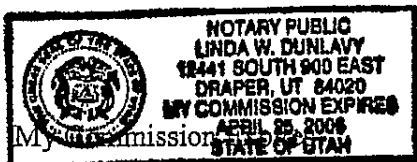
TRITON INVESTMENTS, INC.

By: [Signature]
Its: Sec. Treas.

CITY ACKNOWLEDGMENT

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

On the 2nd day of October, 2002, personally appeared before me Darrell H. Smith, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Darrell H. Smith acknowledged to me that the City executed the same.



Linda W. Dunlavy
Notary Public
Residing at:

April 25, 2006

Salt Lake County

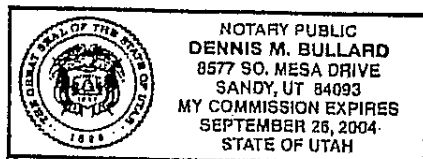
OWNER ACKNOWLEDGMENT

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

On the 3rd day of October, 2002, personally appeared before me Zane Moran's who being by me duly sworn did say that (s)he is the Secretary/Treasurer of **TRITON INVESTMENTS, INC.**, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and they acknowledged to me that said corporation executed the same.

My Commission Expires:

September 26, 2004



Dennis M. Bullard
Notary Public
Residing at:

Salt Lake County

EXHIBIT "A"
Stipulation and Order

Michael J. Mazuran (#2136)
Todd J. Godfrey (#6094)
MAZURAN & HAYES, P.C.
2118 East 3900 South, Suite 300
Salt Lake City, UT 84124-1725
Telephone: (801) 272-8998
Fax: (801) 272-1551

Attorneys for Plaintiff Draper City

RECEIVED DISTRICT COURT
Third Judicial District

OCT 7 2002

L. Ann D. Thoms
SALT LAKE COUNTY
Deputy Clerk

IMAGED

**ENTERED IN REGISTRY
OF JUDGMENTS**

DATE 10/9/02

**IN THE THIRD JUDICIAL DISTRICT COURT
IN AND FOR SALT LAKE COUNTY, STATE OF UTAH**

DRAPER CITY, a Utah municipal
corporation,

Plaintiff,

vs.

MARVIN A. MELVILLE, Trustee of the
MARVIN A. MELVILLE TRUST; TRITON
INVESTMENTS, INC.; and
CHRISTIENSEN CONSTRUCTION
SERVICES, INC.,

Defendants.

STIPULATION AND ORDER

Civil No. 000903022

Judge Glenn K. Iwasaki

Plaintiff Draper City, by and through its undersigned attorneys, Defendant Marvin A. Melville, Trustee of the Marvin A. Melville Trust, by and through his attorney, and Defendant Triton Investments, Inc., by and through its attorney, hereby stipulate as follows:

02\Li\A\Melville\Stip & Order-Settlement

Stipulation and Order @J



000903022

JD12136007

MELVILLE, MARVIN

JD

BK 9671 PG 6033

1. The Plaintiff's Complaint, upon stipulation of the parties, is hereby amended to provide for the condemnation of the following property, said description comprising surveyed, as-built slope easements and adjacent property supporting the 300 East and Vestry Road connection:

Slope Easement No. 1

Beginning at a point on the section line, said point being South 01°14'52" East 1,910.96 feet from the North Quarter Corner of Section 7 Township 4 South, Range 1 East, Salt Lake Base & Meridian, and running; thence South 01°14'52" East 74.40 feet along said section line; thence westerly 318.75 feet along an arc of a 288.05 feet radius curve to the right (center bears North 20°39'04" West long chord bears North 78°56'59" West 302.74 feet with a central angle of 63°24'11"); thence northwesterly 97.29 feet along an arc of a 145.65 feet radius curve to the right (center bears North 42°45'07" East long chord bears North 28°06'45" West 95.49 feet with a central angle of 38°16'16"); thence North 02°03'52" West 43.32 feet; thence North 89°39'46" West 24.18 feet; thence South 83°20'10" West 27.92 feet; thence North 26°02'23" East 8.48 feet; thence North 63°57'37" East 58.58 feet to the east line of 300 East Street; thence easterly 30.68 feet along an arc of a 20.00 feet radius curve to the right (center bears South 26°02'23" East long chord bears South 72°06'01" East 27.76 feet with a central angle of 87°52'45"), to the south line of Vestry Road; thence South 28°09'38" East 5.85 feet along the south line of said Vestry Road; thence easterly 369.79 feet along an arc of a 266.00 feet radius curve to the left (center bears North 61°50'22" East long chord bears South 67°59'11" East 340.72 feet with a central angle of 79°39'06"), along the south line of said Vestry Road to the point of beginning. Containing 31,948 square feet, 0.73 acres.

Parcel No. 2

Beginning at a point on the section line, said point being South 01°14'52" East 1,508.87 feet from the North Quarter Corner of Section 7 Township 4 South, Range 1 East, Salt Lake Base & Meridian, and running; thence South 01°14'52" East 325.69 feet along said section line to the north line of Vestry Road; thence Westerly 291.52 feet along an arc of a 194.00 foot radius curve to the right (center bears North 24°15'30" West long chord bears North 71°12'34" West 264.86 feet with a central angle of 86°05'52"), along the north line of said Vestry Road; thence North 28°09'38" West 4.60 feet along the north line of said Vestry Road; thence Northerly 31.42 feet along an arc of a 20.00 foot radius curve to the right (center bears North 61°50'22" East long chord bears North 16°50'22" East 28.28 feet with a central angle of

90°00'00"), along the north line of said Vestry Road to the east line of 300 East Street; thence North 61°50'22" East 44.01 feet along the east line of said 300 East Street; thence Northeasterly 68.25 feet along an arc of a 557.50 foot radius curve to the left (center bears North 28°09'38" West long chord bears North 58°19'56" East 68.21 feet with a central angle of 07°00'52"), along the east line of said 300 East Street; thence Northeasterly 123.23 feet along an arc of a 557.02 foot radius curve to the left (center bears North 37°30'30" West long chord bears North 46°09'14" East 122.98 feet with a central angle of 12°40'32"), along the east line of said 300 East Street; thence Northeasterly 85.27 feet along an arc of a 552.50 foot radius curve to the left (center bears North 47°53'12" West long chord bears North 37°41'31" East 85.19 feet with a central angle of 08°50'34"), along the east line of said 300 East Street to the point of beginning. Containing 48,562 square feet, 1.115 acres.

2. The default of Defendant Christiansen Construction Services has been entered. At the time of the filing of the Complaint and the recordation of the Lis Pendens by Plaintiff, such Defendant was shown on the public records to be the owner of a 25% interest in and to the property subject to the condemnation action. Defendant Triton Investments, Inc., was and is the owner of another 25% interest in the condemned property. Defendant Marvin A. Melville Trust was and is the owner of the remaining 50% interest in the property.

3. The parties stipulate to the award of a condemnation compensation judgment in the total amount of \$230,824.00 against the Plaintiff for the taking of the property pursuant to *Utah Code Ann.* § 78-34-10 (1953) as follows:

1. The sum of \$82,524.00 for Slope Easement No. 1; and
 2. The sum of \$148,300.00 for Parcel No. 2.
4. Of such amount, Defendant Triton Investments is entitled to 25% thereof, or the sum of \$57,706.00. Defendant Marvin A. Melville Trust is entitled to 50% thereof, or the sum of \$115,412.00. Defendant Christiansen Construction Services would ordinarily be entitled to 25% of

the total amount, or \$57,706.00. However, the parties acknowledge that Defendant Melville Trust has brought a separate action challenging the ownership interest of Defendant Christiansen Construction Services to the property subject to this action, and other adjacent property. It is understood that Defendant Marvin A. Melville Trust has concurrently filed a Motion with the court to have the disputed 25% interest remain in escrow with the clerk of the court pending resolution of such separate action.

5. The Plaintiff has previously deposited the sum of \$100,000 into the clerk of the court pursuant to *Utah Code Ann. § 78-34-9* (1953) as a condition of an Order of Immediate Occupancy. Defendants Melville and Triton are entitled to withdraw those funds (subject to approval of Defendant Melville Trust's Motion to maintain the Christiansen portion in escrow with the clerk of the court) as partial payment of the award of just compensation and the clerk of the court is hereby directed to forthwith pay said sums, together with any accrued interest thereon as provided by law, by check made payable jointly to the Defendants Marvin A. Melville as Trustee of the Marvin A. Melville Trust and Triton Investments, Inc.

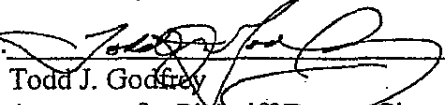
6. The parties acknowledge that the City has asked for a slope easement only in connection with Slope Easement No. 1, but that the parties have agreed to deed fee title to the City instead. However, the City agrees that the acreage included in Slope Easement No. 1 (0.73 acres) will count towards open space required (if any) for future development of Defendants' remaining adjacent ground, subject to applicable Draper City ordinances then in effect.

7. Upon payment in full of the balance of said award of just compensation, to-wit: \$130,824.00, and the filing of a satisfaction of judgment executed by Defendants and filed with the

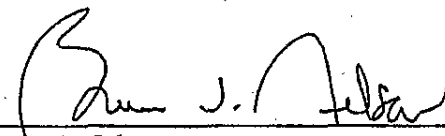
court evidencing said payment, the Plaintiff shall be entitled to a final order of condemnation vesting in Plaintiff all of the Defendants' right, title and interest in the property above-described.

DATED this 2^d day of October, 2002.

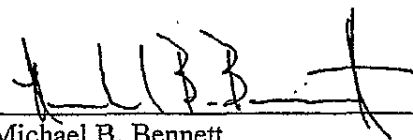
MAZURAN & HAYES, P.C.

By: 
Todd J. Godfrey
Attorneys for Plaintiff Draper City

NELSON RASMUSSEN & CHRISTENSEN

By: 
Bruce J. Nelson
Attorneys for Defendant Marvin A. Melville,
Trustee of the Marvin A. Melville Trust

BENNETT & DELONEY, P.C.

By: 
Michael B. Bennett
Attorneys for Defendant Triton Investments,
Inc.

ORDER

The Court, having reviewed the Stipulation of the parties, and good cause appearing therefor,
it is hereby ordered that the Stipulation of the parties be adopted as the Order of the Court.

DATED this 7 day of OCT, 2002.

BY THE COURT:



Glenn K. Iwasaki
District Court Judge

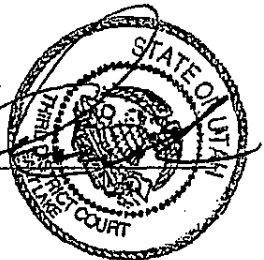


EXHIBIT "B"

Map

[Note: A copy of this Map is not attached to the copy of the 2009 Agrément.]

EXHIBIT "D"

(Legal Description of Vestry Parcel)

Beginning at a point on the south line of Vestry Road, said point being South 01°14'35" East, along the quarter section line, 1910.96 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 01°14'35" East along said section line 74.40 feet to the north line of the Triton Investment Property; thence along said north line the following six (6) calls:

- (1) 318.75 feet along the arc of a non-tangent 288.05 foot radius curve to the right, through a central angle of 63°24'08" (chord bears North 78°56'42" West 302.73 feet);
- (2) 97.29 feet along the arc of a 145.65 foot radius curve to the right, through a central angle of 38°16'19" (chord bears North 28°06'27" West 95.49 feet);
- (3) North 02°03'35" West 43.32 feet;
- (4) North 89°49'29" West 24.18 feet;
- (5) South 83°20'27" West 27.92 feet;
- (6) North 26°02'06" West 8.15 feet to the Bangerter Parkway right of way line;

thence along said right of way line the following two (2) calls:

- (1) North 63°38'18" East 58.50 feet;
- (2) 30.79 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 88°12'21" (chord bears South 72°15'32" East 27.84 feet) to the Vestry Road right of way line;

thence along said right of way line the following two (2) calls:

- (1) South 28°09'21" East 5.79 feet;
- (2) 369.79 feet along the arc of a 266.00 foot radius curve to the left, through a central angle of 79°39'04" (chord bears South 67°58'55" East 340.72 feet) to the point of beginning.

Contains an area of 31,937 sf or 0.73 acres.

EXHIBIT "E"

(Legal Description for Secondary Access Easement from Vestry Road to Melville/Triton Property)

Beginning at a point South 01°14'35" East, along the section line, 1985.36 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 01°14'35" East along said section line 86.77 feet to the north line of Highland Drive; thence North 65°56'33" East, along said north line of Highland Drive, 220.52 feet; thence North 18°12'09" East 66.31 feet; thence North 21°17'21" West 101.73 feet, more or less to the south line of Vestry Road; thence South 65°04'17" West, along the south line of Vestry Road, 111.34 feet; thence South 07°36'42" East 58.88 feet; thence South 59°20' 32" West 109.10 feet to said section line and the point of beginning.

Contains an area of 27,803 sf or 0.64 acres.

EXHIBIT "F"
(Storm Drain Plan)

ENGINEER'S OPINION OF PROBABLE COST

PROJECT: Triton Terrace
 LOCATION: Draper
 PREPARED FOR: Zane Morris
 DATE: November 18, 2008



Note:

This item is required if the Draper City Storm Drain is relocated according to the existing agreement.
 (Previously Submitted)

WORK DESCRIPTION	Qty	UNIT	UNIT PRICE	COST
24" RCP Storm Drain Pipe	270	LF	\$60.00	\$16,200.00
6'-0" Cleanouts w/lid	5	EACH	\$2,500.00	\$12,500.00
Sub Total:			\$28,700.00	
10% Contingency			\$2,870.00	
Total Estimate			\$31,570.00	

Note:

This item pertains to the cost associated with construction of a 15" RCP Storm Drain to serve Triton Terrace.
 (Previously Submitted)

WORK DESCRIPTION	Qty	UNIT	UNIT PRICE	COST
15" RCP Storm Drain Pipe	1,885	LF	\$48.00	\$89,520.00
5'-0" Cleanouts w/lid	6	EACH	\$1,800.00	\$10,800.00
Catchbasin w/grate	30	EACH	\$1,950.00	\$58,500.00
Combo. Box w/ Lid & Grate	5	EACH	\$2,600.00	\$13,000.00
Sub Total:			\$171,820.00	
10% Contingency			\$17,182.00	
Total Estimate			\$189,002.00	

Note:

This estimate is the combined cost of the separate systems.
 (Previously Submitted)

WORK DESCRIPTION	Qty	UNIT	UNIT PRICE	COST
Draper City Storm Drain Relocation	1	EACH	\$31,570.00	\$31,570.00
Triton Terrace Storm Drain System	1	EACH	\$189,002.00	\$189,002.00
Total Estimate			\$220,572.00	

Note:

This estimate is the combined cost of the combined system.
 (New Design)

WORK DESCRIPTION	Qty	UNIT	UNIT PRICE	COST
15" RCP Storm Drain Pipe	1,361	LF	\$48.00	\$65,328.00
24" RCP Storm Drain Pipe	710	LF	\$60.00	\$42,600.00
5'-0" Cleanouts w/lid	3	EACH	\$1,800.00	\$5,400.00
6'-0" Cleanouts w/lid	5	EACH	\$2,500.00	\$12,500.00
Catchbasin w/grate	30	EACH	\$1,950.00	\$58,500.00
Combo. Box w/ Lid & Grate	5	EACH	\$2,600.00	\$13,000.00
Sub Total:			\$197,328.00	
10% Contingency			\$19,732.80	
Total Estimate			\$217,060.80	

Note:

This estimate is the difference in cost required to upsize pipe and combine systems.

WORK DESCRIPTION	Qty	UNIT	UNIT PRICE	COST
Separate Systems	1	EACH	\$220,572.00	\$220,572.00
Combined System	1	EACH	\$217,060.80	\$217,060.80
Estimated Cost Difference	1	EACH	\$3,511.20	\$3,511.20
Draper City System (Separate)	1	EACH	\$31,570.00	\$31,570.00
Estimated Draper Cost			\$28,058.80	

EXHIBIT "G"

(Undevelopable Land Special Warranty Deed from Melville/Triton to City)

WHEN RECORDED, MAIL TO:

City of Draper
1020 East Pioneer Road
Draper, UT 84020

Space above for County Recorder=s use

Parcel I.D. #34-07-176-013

SPECIAL WARRANTY DEED

MARVIN A. MELVILLE as Trustee of the **MARVIN A. MELVILLE TRUST**, and **TRITON INVESTMENTS INC.**, a Utah corporation, collectively Grantor, of 4376 South 700 East, Suite 100, Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to **DRAPER CITY**, a Utah municipal corporation, Grantee, of 1020 East Pioneer Road, City of Draper, County of Salt Lake, State of Utah, for the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to wit:

See Exhibit A attached hereto

SUBJECT TO: County and/or City taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of record.

WITNESS the hand of said Grantor this 2 day of ^{January 2009}~~December~~, 2008.

MARVIN A. MELVILLE TRUST

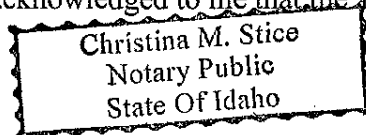
By: 
Marvin A. Melville, Trustee

TRITON INVESTMENTS INC.

By: _____
Zane Morris, Secretary/Treasurer

STATE OF IDAHO)
 :SS.
COUNTY OF Blaine

On this 2nd day of January, 2009, personally appeared before me Marvin A. Melville, who being duly sworn, did say that he is the Trustee of **MARVIN A. MELVILLE TRUST**, and that the foregoing instrument was signed in behalf of said Trust by his authority as Trustee, and that said Marvin A. Melville acknowledged to me that the Trust executed the same.



Christina M. Stice
Notary Public commission exp. 6-20-2014

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE

On this ____ day of December, 2008, personally appeared before me Zane Morris, who being duly sworn, did say that he is the Secretary/Treasurer of **TRITON INVESTMENTS INC.**, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and that said Zane Morris acknowledged to me that the corporation executed the same.

Notary Public

EXHIBIT A
Legal Description

Beginning at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said point being North 89°56'36" West, along the section line, 1340.23 feet from the Center of said Section 7, and running thence North 00°33'11" West, along the west line of the Southeast Quarter of the Northwest Quarter of said Section 7, 542.64 feet; thence North 88°45'29" East 30.61 feet; thence South 21°38'06" East 132.11 feet; thence East 39.31 feet; thence South 14°02'34" West 84.49 feet; thence South 02°46'45" East 113.81 feet; thence South 08°15'48" East 163.42 feet; thence South 24°07'24" East 69.32 feet to the south line of the Northwest Quarter of said Section 7; thence North 89°56'36" West, along said south line, 150.22 feet to the point of beginning.

Contains an area of 53,254 sf or 1.22 acres.

WHEN RECORDED, MAIL TO:
City of Draper
1020 East Pioneer Road
Draper, UT 84020

Space above for County Recorder's use

Parcel I.D. #34-07-176-013

SPECIAL WARRANTY DEED

MARVIN A. MELVILLE as Trustee of the **MARVIN A. MELVILLE TRUST**, and **TRITON INVESTMENTS INC.**, a Utah corporation, collectively Grantor, of 4376 South 700 East, Suite 100, Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to **DRAPER CITY**, a Utah municipal corporation, Grantee, of 1020 East Pioneer Road, City of Draper, County of Salt Lake, State of Utah, for the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to wit:

See Exhibit A attached hereto

SUBJECT TO: County and/or City taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of record.

WITNESS the hand of said Grantor this _____ day of _____, 2009.

MARVIN A. MELVILLE TRUST

By: _____
Marvin A. Melville, Trustee

TRITON INVESTMENTS INC.

By:  _____
Zane Morris, Secretary/Treasurer

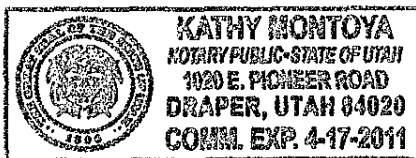
STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE

On this ____ day of _____, 2009, personally appeared before me Marvin A. Melville, who being duly sworn, did say that he is the Trustee of **MARVIN A. MELVILLE TRUST**, and that the foregoing instrument was signed in behalf of said Trust by his authority as Trustee, and that said Marvin A. Melville acknowledged to me that the Trust executed the same.

Notary Public

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE

On this 29th day of December, 2008, personally appeared before me Zane Morris, who being duly sworn, did say that he is the Secretary/Treasurer of **TRITON INVESTMENTS INC.**, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and that said Zane Morris acknowledged to me that the corporation executed the same.



Kathy Montoya
Notary Public

EXHIBIT A
Legal Description

Beginning at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, said point being North 89°56'36" West, along the section line, 1320.00 feet from the Center of said Section 7, and running thence North 01°14'31" West, along the west line of the Southeast Quarter of the Northwest Quarter of said Section 7, 543.06 feet; thence North 88°45'29" East 16.91 feet; thence South 21°38'06" East 132.11 feet; thence East 39.31 feet; thence South 14°02'34" West 84.49 feet; thence South 02°46'45" East 113.81 feet; thence South 08°15'48" East 163.42 feet; thence South 24°07'24" East 69.32 feet to the south line of the Northwest Quarter of said Section 7; thence North 89°56'36" West, along said south line, 129.99 feet to the point of beginning.

Contains an area of 44,044 sf or 1.01 acres.

EXHIBIT "H"

(Vestry Parcel Special Warranty Deed from City to Melville/Triton)

WHEN RECORDED, MAIL TO:
Bruce J. Nelson, Esq.
Nelson Christensen & Helsten
68 South Main Street, Suite 600
Salt Lake City, UT 84101

Space above for County Recorder's use

Parcel I.D. #34-07-176-016

SPECIAL WARRANTY DEED

DRAPER CITY, a Utah municipal corporation, Grantor, of 1020 East Pioneer Road, City of Draper, County of Salt Lake, State of Utah, hereby CONVEYS and WARRANTS against all claiming by, through or under it to **MARVIN A. MELVILLE as Trustee of the MARVIN A. MELVILLE TRUST**, and **TRITON INVESTMENTS INC.**, a Utah corporation, of 4376 South 700 East, Suite 100, Salt Lake City, County of Salt Lake, State of Utah, for the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the following described tract of land in Salt Lake County, State of Utah, to wit:

See Exhibit A attached hereto

SUBJECT TO: County and/or City taxes not delinquent; Bonds and/or Special Assessments not delinquent and Covenants, Conditions, Restrictions, Rights-of-Way, Easements, Leases and Reservations now of record.

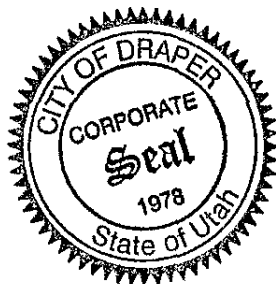
WITNESS the hand of said Grantor this 30 day of December, 2008.

DRAPER CITY

ATTEST

Tracy Brown
City Recorder

By: Danell H. Smith
Mayor

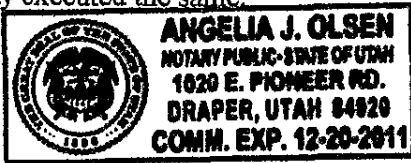


STATE OF UTAH)

:ss.

COUNTY OF SALT LAKE

On this 20th day of December, 2008, personally appeared before me Darrell H. Smith, who being duly sworn, did say that he is the Mayor of **DRAPER CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and that said Darrell H. Smith acknowledged to me that the City executed the same.



Angelia J. Olsen
Notary Public

EXHIBIT A
Legal Description

Beginning at a point on the south line of Vestry Road, said point being South 01°14'35" East, along the quarter section line, 1910.96 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 01°14'35" East along said section line 74.40 feet to the north line of the Triton Investment Property; thence along said north line the following six (6) calls:

- (1) 318.75 feet along the arc of a non-tangent 288.05 foot radius curve to the right, through a central angle of 63°24'08" (chord bears North 78°56'42" West 302.73 feet);
- (2) 97.29 feet along the arc of a 145.65 foot radius curve to the right, through a central angle of 38°16'19" (chord bears North 28°06'27" West 95.49 feet);
- (3) North 02°03'35" West 43.32 feet;
- (4) North 89°49'29" West 24.18 feet;
- (5) South 83°20'27" West 27.92 feet;
- (6) North 26°02'06" West 8.15 feet to the Bangerter Parkway right of way line; thence along said right of way line the following two (2) calls:
 - (1) North 63°38'18" East 58.50 feet;
 - (2) 30.79 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 88°12'21" (chord bears South 72°15'32" East 27.84 feet) to the Vestry Road right of way line; thence along said right of way line the following two (2) calls:
 - (1) South 28°09'21" East 5.79 feet;
 - (2) 369.79 feet along the arc of a 266.00 foot radius curve to the left, through a central angle of 79°39'04" (chord bears South 67°58'55" East 340.72 feet) to the point of beginning.

Contains an area of 31,937 sf or 0.73 acres.

EXHIBIT "I"

(Vestry Parcel Slope Easement from Melville/Triton to City)

WHEN RECORDED, MAIL TO:

City of Draper
1020 East Pioneer Road
Draper, UT 84020

Space above for County Recorder=s use

Parcel I.D. # 34-07-176-016

SLOPE EASEMENT

MARVIN A. MELVILLE as Trustee of the **MARVIN A. MELVILLE TRUST**, and **TRITON INVESTMENTS INC.**, a Utah corporation, collectively Grantor, of 4376 South 700 East, Suite 100, Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to **DRAPER CITY**, a Utah municipal corporation, Grantee, of 1020 East Pioneer Road, City of Draper, County of Salt Lake, State of Utah, for the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual slope easement incident to the construction and maintenance of Vestry Road upon the following described tract of land in Salt Lake County, State of Utah, upon which tract of land Grantee shall provide maintenance and repair at Grantee's sole expense, to wit:

See Exhibit A attached hereto

WITNESS the hand of said Grantor this 2nd day of ^{January 2009} ~~December~~, 2008.

MARVIN A. MELVILLE TRUST

By: 
Marvin A. Melville, Trustee

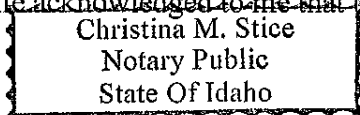
TRITON INVESTMENTS INC.

By: _____
Zane Morris, Secretary/Treasurer

STATE OF IDAHO)
 :SS.

COUNTY OF Blaine

On this 2nd day of January, 2009, personally appeared before me Marvin A. Melville, who being duly sworn, did say that he is the Trustee of **MARVIN A. MELVILLE TRUST**, and that the foregoing instrument was signed in behalf of said Trust by his authority as Trustee, and that said Marvin A. Melville acknowledged to me that the Trust executed the same.



Christina M. Stice
Notary Public My Commission Exp. 6-20-2014

STATE OF UTAH)
 :SS.

COUNTY OF SALT LAKE

On this ____ day of December, 2008, personally appeared before me Zane Morris, who being duly sworn, did say that he is the Secretary/Treasurer of **TRITON INVESTMENTS INC.**, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and that said Zane Morris acknowledged to me that the corporation executed the same.

Notary Public

EXHIBIT A
Legal Description

Beginning at a point on the south line of Vestry Road, said point being South 01°14'35" East, along the quarter section line, 1910.96 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 01°14'35" East along said section line 30.40 feet; thence South 85°17'37" West 150.81 feet; thence North 66°10'00" West 117.16 feet; thence North 46°56'09" West 115.29 feet; thence North 02°03'35" West 27.91 feet; thence North 89°49'29" West 24.18 feet; thence South 83°20'27" West 27.92 feet; thence North 26°02'06" West 8.15 feet to the Bangerter Parkway right of way line; thence along said right of way line the following two (2) calls:

(1) North 63°38'18" East 58.50 feet;

(2) 30.79 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 88°12'21" (chord bears South 72°15'32" East 27.84 feet) to the Vestry Road right of way line; thence along said right of way line the following two (2) calls:

(1) South 28°09'21" East 5.79 feet;

(2) 369.79 feet along the arc of a 266.00 foot radius curve to the left, through a central angle of 79°39'04" (chord bears South 67°58'55" East 340.72 feet) to the point of beginning.

Contains an area of 14,229 sf or 0.33 acres.

WHEN RECORDED, MAIL TO:

City of Draper
1020 East Pioneer Road
Draper, UT 84020

Space above for County Recorder's use

Parcel I.D. # 34-07-176-016

SLOPE EASEMENT

MARVIN A. MELVILLE as Trustee of the **MARVIN A. MELVILLE TRUST**, and **TRITON INVESTMENTS INC.**, a Utah corporation, collectively Grantor, of 4376 South 700 East, Suite 100, Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to **DRAPER CITY**, a Utah municipal corporation, Grantee, of 1020 East Pioneer Road, City of Draper, County of Salt Lake, State of Utah, for the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual slope easement incident to the construction and maintenance of Vestry Road upon the following described tract of land in Salt Lake County, State of Utah, upon which tract of land Grantee shall provide maintenance and repair at Grantee's sole expense, to wit:

See Exhibit A attached hereto

WITNESS the hand of said Grantor this _____ day of _____, 2009.

MARVIN A. MELVILLE TRUST

By: _____
Marvin A. Melville, Trustee

TRITON INVESTMENTS INC.

By: 
Zane Morris, Secretary/Treasurer

STATE OF UTAH)
COUNTY OF SALT LAKE

:SS.

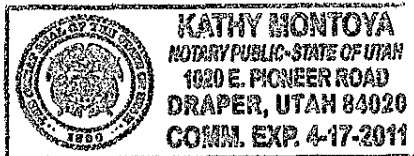
On this ____ day of _____, 2009, personally appeared before me Marvin A. Melville, who being duly sworn, did say that he is the Trustee of **MARVIN A. MELVILLE TRUST**, and that the foregoing instrument was signed in behalf of said Trust by his authority as Trustee, and that said Marvin A. Melville acknowledged to me that the Trust executed the same.

Notary Public

STATE OF UTAH)
COUNTY OF SALT LAKE

:SS.

On this 29th day of December, 2009, personally appeared before me Zane Morris, who being duly sworn, did say that he is the Secretary/Treasurer of **TRITON INVESTMENTS INC.**, a corporation of the State of Utah, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors; and that said Zane Morris acknowledged to me that the corporation executed the same.



Kathy Montoya
Notary Public

EXHIBIT A
Legal Description

Beginning at a point on the south line of Vestry Road, said point being South 01°14'35" East, along the quarter section line, 1910.96 feet from the North Quarter Corner of Section 7, Township 4 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 01°14'35" East along said section line 30.40 feet; thence South 85°17'37" West 150.81 feet; thence North 66°10'00" West 117.16 feet; thence North 46°56'09" West 115.29 feet; thence North 02°03'35" West 27.91 feet; thence North 89°49'29" West 24.18 feet; thence South 83°20'27" West 27.92 feet; thence North 26°02'06" West 8.15 feet to the Bangerter Parkway right of way line; thence along said right of way line the following two (2) calls:

(1) North 63°38'18" East 58.50 feet;

(2) 30.79 feet along the arc of a 20.00 foot radius curve to the right, through a central angle of 88°12'21" (chord bears South 72°15'32" East 27.84 feet) to the Vestry Road right of way line; thence along said right of way line the following two (2) calls:

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Contains an area of 14,229 sf or 0.33 acres.