

When recorded mail to:

Riverton City  
Attn.: Recorder  
12830 South 1700 West  
Riverton City, Utah 84065-2406

**12266777**  
04/26/2016 11:14 AM \$0.00  
Book - 10424 Pg - 6796-6813  
**GARY W. OTT**  
RECORDER, SALT LAKE COUNTY, UTAH  
RIVERTON CITY  
ATTN: VIRGINIA LOADER  
12830 S 1700 W  
RIVERTON UT 84065  
BY: LTA, DEPUTY - WI 18 P.

With a copy to:

Corporation of the Presiding Bishop of The  
Church of Jesus Christ of Latter-day Saints  
c/o Property Reserve, Inc.  
Attn: Bryan Bayles  
51 S. Main Street, Suite 301  
Salt Lake City, Utah 84111

(space above this line for Recorder's use only)

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is entered into as of the 14th day of April, 2016, by and between **CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS**, a Utah corporation sole ("Grantor"), and **RIVERTON CITY**, a Utah municipal corporation ("Grantee").

**R E C I T A L S**

A. Grantor is the owner of certain real property (the "Grantor Property") situated in the County of Salt Lake, State of Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee requires easements over certain portions of the Grantor Property for the installation of infrastructure, and Grantee intends to exercise its condemnation authority in the event Grantor does not provide such easements.

C. In order to avoid condemnation by Grantee, Grantor is willing to convey to Grantee easements over portions of the Grantor Property, subject to the terms and conditions of this Agreement.

**T E R M S A N D C O N D I T I O N S**

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

1. Grant of Easements.

1.1. Roadway Easement. Grantor hereby conveys to Grantee a perpetual, non-exclusive roadway easement (the “**Roadway Easement**”) over and across that portion of the Grantor Property more particularly described on Exhibit B and depicted on Illustration to Exhibit B, both of which are attached hereto and incorporated herein by this reference, for the purpose of installing, constructing, operating, maintaining, repairing, and replacing a roadway (the “**Roadway Improvements**”).

1.2. Waterline Easement. Grantor hereby conveys to Grantee a perpetual, non-exclusive waterline easement (the “**Waterline Easement**”) under and through that portion of the Grantor Property more particularly described on Exhibit C and depicted on Illustration to Exhibit C, both of which are attached hereto and incorporated herein by this reference (the “**Waterline Easement Area**”), for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and removing an underground culinary and secondary waterline system and related appurtenances (the “**Waterline Improvements**”).

1.3. Storm Water Easement. Grantor hereby conveys to Grantee a perpetual, non-exclusive storm water easement (the “**Storm Water Easement**”) over, across, under and through that portion of the Grantor Property more particularly described on Exhibit D and depicted on Illustration to Exhibit D, both of which are attached hereto and incorporated herein by this reference (the “**Storm Water Easement Area**”), for the purpose of installing, constructing, operating, maintaining, repairing, replacing, and removing storm water facilities (the “**Storm Water Improvements**”).

1.4. Stockpiling Easements. Grantor hereby conveys to Grantee a temporary, non-exclusive stockpiling easement (the “**Stockpiling Easement**”) over and across that portion of the Grantor Property more particularly described on Exhibit E and depicted on Illustration to Exhibit E, both of which are attached hereto and incorporated herein by this reference (the “**Stockpiling Easement Area**”), for the purpose of hauling, stockpiling, and removing barrow material from the construction of the Roadway Improvements, Waterline Improvements and the Storm Water Improvements (collectively, the “**Improvements**”) on or across the Stockpiling Easement Area. The Stockpiling Easement shall automatically terminate upon the earlier to occur of the following: (i) Grantee’s completion of the Improvements, (ii) twelve (12) months following the Effective Date or (iii) within sixty (60) days following Grantor providing Grantee with written notice to vacate and restore the Stockpiling Easement Area.

2. Access. Grantee and its agents, servants, representatives, employees, consultants, contractors, subcontractors, successor and/or assigns (collectively, “**Grantee Parties**”) shall have the right to enter upon the Roadway Easement Area, the Waterline Easement Area, the Storm Water Easement Area, and the Stockpiling Easement Area (collectively, the “**Easement Area**”) for the respective purposes permitted by this Agreement. Grantee and Grantee Parties shall enter upon the Easement Area at their sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee’s Parties.

3. Condition of the Easement Area. Grantee, for itself and all Grantee Parties, accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area; provided, however that Grantor represents that it is fully apprised of the terms found in that certain Infrastructure Agreement by and between Riverton City, Utah and Suburban Land Reserve, a Utah corporation, approved by the City Council on the date of January 19, 2016, and warrants that Grantor shall not use the Easement Area in a manner which: 1) is inconsistent with or conflicts with the terms found in said Infrastructure Agreement until the same becomes effective; or 2) grants usage rights to any third parties without Grantee's advance express written consent.

5. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Easement Area and the Improvements in good working order and condition. Grantee shall promptly repair any damage to the Grantor Property, and any improvements located thereon, caused by Grantee and/or any Grantee Parties, and shall promptly and timely restore the Grantor Property, and any improvements thereon, to the same or better condition as they existed immediately prior to any entry onto or work performed within the Easement Area by Grantee and/or any Grantee Parties. Such restoration obligations shall include, without limitation, (i) removal of all property, equipment or materials which it has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil by "double ditching" which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities (or with similar quality topsoil) as necessary such that all disturbed areas are ready for revegetation; (iv) grading the areas in which the soils were removed and relocated, including roadways used on the Grantor Property; and (v) leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither environmental hazards, nor liens caused by Grantee's activities.

Grantee acknowledges that Grantor is actively farming the Grantor Property. Grantee agrees to pay for any damage to crops located on the Grantor Property to the extent caused by Grantee's use of the Easement Area.

6. Compliance with Laws. In connection with its use of the Easement Area, Grantee, and all Grantee Parties, will comply with all applicable present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws. Grantee's obligations include complying with all Hazardous Waste Laws relating to industrial hygiene, environmental protection, or the use, analysis, generation, manufacture, storage, disposal, or transportation of any Hazardous Substances

(collectively, “**Hazardous Substances Laws**”). Grantor shall also observe and follow the requirements of all applicable statutes, ordinances, regulations, licenses, permits, agreements, or covenants in relation to excavating on or near the Easement Area, including any requirement to call the “One Call” system prior to the construction or excavation along said Easement Area.

As used in this Agreement, the term “**Hazardous Substances**” means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws.

As used in this Agreement, the term “**Hazardous Waste Laws**” means any and all present and future applicable: (i) federal, state and local statutes, laws, rules or regulations, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act of 1976, as amended by the Used Oil Recycling Act of 1980, the Solid Waste Disposal Act Amendment of 1980, the Hazardous and Solid Waste Amendments of 1984, the Hazardous Substances Transportation Act; the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Occupational Safety and Health Act, the Federal Water Pollution Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, and all state and local statutes governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

7. Liens. Grantee will keep the Easement Area, and the Grantor Property, free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Easement Area, or any portion of the Grantor Property, pertaining or relating to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or any Grantee Parties. Any such liens must be released of record within fifteen (15) days.

8. Indemnification. Grantee hereby agrees to indemnify, defend and hold harmless Grantor and its shareholders, partners, officers, directors, members, managers, employees, agents, contractors, subcontractors, affiliates and successors and/or assigns from and against all

claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including attorneys' fees and litigation costs, to the extent arising out of, or connected with, any entry onto the Easement Area by Grantee or the Grantee Parties, and any negligent or willful non-performance or other breach by Grantee of any terms, conditions, provisions, duties, obligations or representations under this Agreement.

9. Insurance. Grantee shall obtain and maintain, and shall cause its contractors and subcontractors to obtain and maintain, a policy of commercial general liability insurance sufficient to insure its interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Grantor Property. Grantor shall be named as an additional insured on each such policy. Grantee shall provide Grantor with proof of such insurance prior to exercising its rights under this Agreement. Grantee may satisfy its insurance obligations through self-insurance.

10. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the intended party, (ii) three (3) days after deposit in the United States mail, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the intended party, or (iii) one (1) day after deposit with an overnight courier, addressed by name to the intended party. All notices shall be given at the following addresses:

With a copy to: Kirton McConkie  
Attn: Robert C. Hyde  
50 E. South Temple, Suite 400  
Salt Lake City, Utah 84111

If to Grantee: Riverton City  
12830 South 1700 West  
Riverton City, Utah 84065-2406

Either party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

## 11. Miscellaneous.

11.1. Interpretation. This Agreement has been arrived at through negotiation between Grantor and Grantee, and the parties expressly disclaim any judicial rule of construction requiring or allowing a document to be construed to the detriment of the drafting party.

11.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

11.3. Integration. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement will affect or be deemed to interpret, change, or restrict the express provision hereof.

11.4. Amendment. Any amendment or modification to this Agreement must be in writing and signed by authorized agents or officers of the parties.

11.5. Non-Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

11.6. Rights and Remedies. The rights and remedies of any of the parties are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each party confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or will limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder will be enforceable in equity as well as at law or otherwise.

11.7. Attorney Fees. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, will be paid by the non-prevailing party.

11.8. Authorization. Each individual executing this Agreement represents and warrants that he/she is authorized to do so either as an agent of the governing body of the party for which he/she signs or in his/her individual capacity, and delivers this Agreement in such capacity and that as a result of his/her signature, this Agreement is binding upon the party for which he/she signs or upon such individual in his/her own capacity.

11.9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

*[signatures and acknowledgements to follow]*

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

**Grantor:**

CORPORATION OF THE PRESIDING BISHOP  
OF THE CHURCH OF JESUS CHRIST OF  
LATTER-DAY SAINTS,  
a Utah corporation sole

*Mark B. Gibbons*  
By: \_\_\_\_\_  
Name (Print): Mark B. Gibbons  
Its: Authorized Agent

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On this 17th day of March, 2016 personally appeared before me Mark B. Gibbons, personally known to me to be an Authorized Agent of CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, and that the seal impressed on the within instrument is the seal of said corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

*Sarahi D. Soperanez*  
\_\_\_\_\_  
Notary Public for the State of Utah

My Commission Expires:

4/22/16



Grantee:

RIVERTON CITY,  
a Utah municipal corporation

By: Bill Applegarth  
Name (Print): Bill Applegarth  
Its: Mayor

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

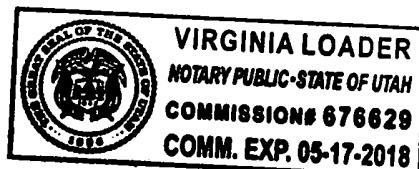
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of  
April, 2016, by Bill Applegarth, the Mayor of  
RIVERTON CITY, a Utah municipal corporation, for and on behalf thereof.

WITNESS my hand and official seal.

Virginia Loader  
Notary Public for the State of Utah

My Commission Expires:

05-17-2018



APPROVED AS TO FORM

Riverton City Attorney

**Exhibit A**

**(Legal Description of the Grantor Property)**

**NORTH WEST PIVOT PARCEL  
164.857 ACRES**

BEGINNING AT THE CENTER OF SECTION MONUMENT FOR SECTION 31, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH AND RUNNING THENCE SOUTH $89^{\circ}31'03''$ EAST 508.33 FEET ALONG THE QUARTER SECTION LINE TO THE WEST LINE OF THE WELBY CANAL AS DEFINED IN DOCUMENT ENTRY NO. 7502870; THENCE ALONG SAID CANAL THE FOLLOWING COURSES AND DISTANCES: SOUTH $0^{\circ}35'01''$ EAST 48.08 FEET, SOUTH $01^{\circ}22'54''$ EAST 216.06 FEET, SOUTH $04^{\circ}03'53''$ WEST 43.06 FEET, SOUTH $0^{\circ}26'02''$ WEST 136.53 FEET, SOUTH $03^{\circ}42'25''$ EAST 48.61 FEET, SOUTH $0^{\circ}11'42''$ WEST 245.31 FEET, SOUTH $01^{\circ}21'22''$ EAST 333.34 FEET, SOUTH $0^{\circ}05'39''$ EAST 369.70 FEET, SOUTH $07^{\circ}12'16''$ EAST 97.74 FEET, SOUTH $14^{\circ}39'01''$ EAST 50.07 FEET, SOUTH $22^{\circ}05'46''$ EAST 51.77 FEET, SOUTH $28^{\circ}08'34''$ EAST 97.81 FEET, SOUTH $22^{\circ}52'37''$ EAST 94.43 FEET, SOUTH $13^{\circ}04'33''$ EAST 295.98 FEET, SOUTH $11^{\circ}27'03''$ EAST 493.10 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13400 SOUTH STREET; THENCE NORTH $89^{\circ}48'35''$ WEST 826.64 FEET; THENCE NORTH $89^{\circ}48'47''$ WEST 1060.80 FEET TO THE PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION FOR THE MOUNTAIN VIEW CORRIDOR; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES: NORTH $0^{\circ}01'46''$ WEST 3.40 FEET, NORTH $89^{\circ}55'00''$ WEST 73.23 FEET, NORTH $89^{\circ}48'43''$ WEST 55.753 FEET, NORTH $87^{\circ}16'17''$ WEST 52.05 FEET, NORTH $86^{\circ}29'14''$ WEST 105.88 FEET, NORTH $84^{\circ}56'44''$ WEST 105.88 FEET, NORTH $04^{\circ}45'17''$ EAST 6.45 FEET, NORTH $85^{\circ}14'43''$ WEST 58.96 FEET, SOUTH $04^{\circ}45'17''$ WEST 6.45 FEET, NORTH $86^{\circ}20'14''$ WEST 78.08 FEET, NORTH $87^{\circ}26'08''$ WEST 78.08 FEET, NORTH $88^{\circ}28'05''$ WEST 68.72 FEET, NORTH $89^{\circ}26'15''$ WEST 69.14 FEET, NORTH $89^{\circ}55'04''$ WEST 90.78 FEET, NORTH $78^{\circ}39'45''$ WEST 230.08 FEET, NORTH $89^{\circ}55'32''$ WEST 30.84 FEET, NORTH $02^{\circ}16'04''$ EAST 619.80 FEET, NORTH $11^{\circ}47'26''$ EAST 238.89 FEET, NORTH $03^{\circ}48'01''$ WEST 588.90 FEET, NORTH $21^{\circ}41'43''$ WEST 321.97 FEET, NORTH $13^{\circ}52'13''$ WEST 797.10 FEET TO THE QUARTER SECTION LINE; THENCE SOUTH $89^{\circ}31'13''$ EAST 2442.31 FEET ALONG SAID LINE TO THE POINT OF BEGINNING, CONTAINING 164.857 ACRES.

*Ck by JJB 27 Jan. 2015*

**NORTH EAST PIVOT PARCEL  
163.03 ACRES**

BEGINNING AT THE WEST QUARTER CORNER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH AND RUNNING THENCE NORTH $0^{\circ}21'31''$ EAST 1311.43 FEET ALONG THE WEST LINE OF SAID SECTION TO A 1/16TH LINE; THENCE SOUTH $89^{\circ}59'12''$ EAST ALONG

SAID LINE 494.79 FEET TO THE WEST LINE OF THE BANGERTER HIGHWAY; THENCE ALONG SAID LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH $0^{\circ}03'43''$ WEST 544.14 FEET TO A RIGHT-OF-WAY MONUMENT, SOUTH $0^{\circ}03'43''$ WEST 2239.29 FEET TO A RIGHT-OF-WAY MONUMENT AND A POINT OF CURVATURE TO A 3379.27-FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE FOR A DISTANCE OF 543.24 FEET, (CHORD BEARING AND DISTANCE = SOUTH $11^{\circ}17'58''$ EAST 542.65 FEET), SOUTH $13^{\circ}01'29''$ EAST 203.89 FEET TO A POINT OF CURVATURE TO THE LEFT (CHORD BEARING AND DISTANCE = NORTH $22^{\circ}44'34''$ EAST 404.26 FEET) TO THE NORTH SIDE OF 13400 SOUTH STREET; THENCE NORTH $89^{\circ}58'29''$ WEST 122.35 FEET ALONG SAID LINE TO THE RIGHT OF WAY MONUMENT; THENCE SOUTH $0^{\circ}00'00''$ EAST 0.97 FEET; THENCE NORTH $89^{\circ}39'57''$ WEST 235.41; THENCE SOUTH $0^{\circ}20'03''$ WEST 49.73 FEET TO THE SECTION LINE; THENCE NORTH $89^{\circ}48'52''$ WEST 59.07 FEET ALONG SAID LINE; THENCE NORTH $0^{\circ}05'06''$ EAST 57.16 FEET; THENCE SOUTH $89^{\circ}50'13''$ WEST 408.11 FEET; THENCE NORTH $89^{\circ}48'32''$ WEST 1350.79 FEET; THENCE LEAVING SAID STREET NORTH $0^{\circ}14'25''$ EAST 206.10 FEET; THENCE NORTH $49^{\circ}39'39''$ WEST 196.10 FEET; THENCE SOUTH $89^{\circ}50'20''$ WEST 343.41 FEET TO THE EASTERLY LINE OF THE WELBY CANAL PROPERTY AS DEFINED IN DOCUMENT ENTRY NO.7502870; THENCE ALONG SAID LINE NORTH $11^{\circ}27'03''$ WEST 166.60 FEET, NORTH $13^{\circ}04'33''$ WEST 300.93 FEET, NORTH $22^{\circ}52'37''$ WEST 100.95 FEET, NORTH $28^{\circ}08'234''$ WEST 97.47 FEET, NORTH $22^{\circ}05'46''$ WEST 45.93 FEET, NORTH $14^{\circ}39'01''$ WEST 43.62 FEET, NORTH $07^{\circ}12'16''$ WEST 91.44 FEET, NORTH $0^{\circ}05'39''$ WEST 367.17 FEET, NORTH $01^{\circ}21'22''$ WEST 333.22 FEET, NORTH $0^{\circ}11'42''$ EAST 246.33 FEET, NORTH $03^{\circ}42'25''$ WEST 48.51 FEET, NORTH $0^{\circ}26'02''$ EAST 133.17 FEET, NORTH $04^{\circ}03'53''$ EAST 43.84 FEET, NORTH $01^{\circ}22'54''$ WEST 218.07 FEET, NORTH $0^{\circ}35'01''$ WEST 46.81 FEET TO THE SECTION LINE; THENCE SOUTH $89^{\circ}31'03''$ EAST 2098.02 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING, CONTAINING 163.03 Acres

*Ck by JJB 27 Jan. 2015*

**Exhibit B**

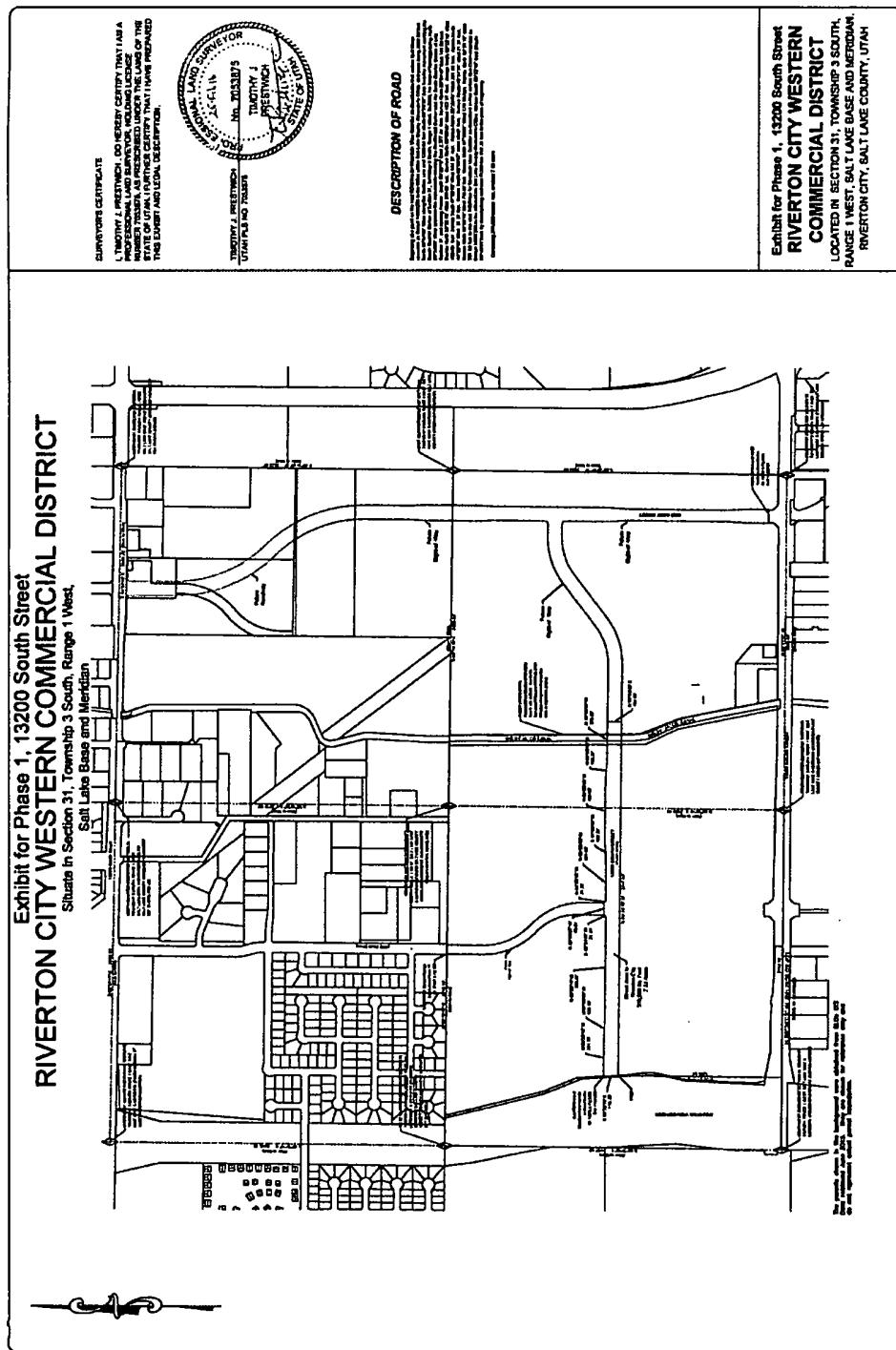
**(Legal Description of the Roadway Easement Area)**

Beginning at a point on the east ROW line for Mountain View Corridor as described in that certain Quit Claim recorded as Entry# 11881250 in the Office of the Salt Lake County Recorder's Office, said point being 2092.93 feet North 89°34'03" West along the Section Line and 1290.84 feet North 00°25'57" East from the monument marking the South Quarter Corner of Section 31, Township 3 South, Range 1 West, SLB&M, the basis of bearings being North 89°34'03" West between the monuments marking the said South Quarter Corner and the Southwest Corner of said Section 31, and running thence: South 89°25'15" East 2,777.44 feet; thence North 00°34'45" East 111.00 feet; thence North 89°25'15" West 290.86 feet; thence North 85°50'40" West 192.37 feet; thence North 89°25'15" West 450.69 feet; thence South 87°00'10" West 192.37 feet; thence North 89°25'15" West 281.62 feet; thence North 44°25'15" West 21.21 feet; thence South 89°58'57" West 96.01 feet; thence South 45°34'34" West 21.21 feet; thence North 89°25'15" West 785.07 feet; thence North 87°28'06" West 176.10 feet; thence North 89°25'15" West 291.59 feet to the east ROW line for Mountain View Corridor as described in that certain Quit Claim recorded as Entry# 11881250 in the office of the Salt Lake County Recorder's Office; thence South 03°33'18" East (South 03°48'01"East by record)along said east ROW line 116.30 feet to the point of beginning.

Containing approximately 319,080 square feet, or about 7.33 acres.  
Also shown in the attached exhibit: "Exhibit for Phase 1, 13200 South Street"

### **Illustration to Exhibit B**

**(Depiction of the Roadway Easement Area)**



**Exhibit C**

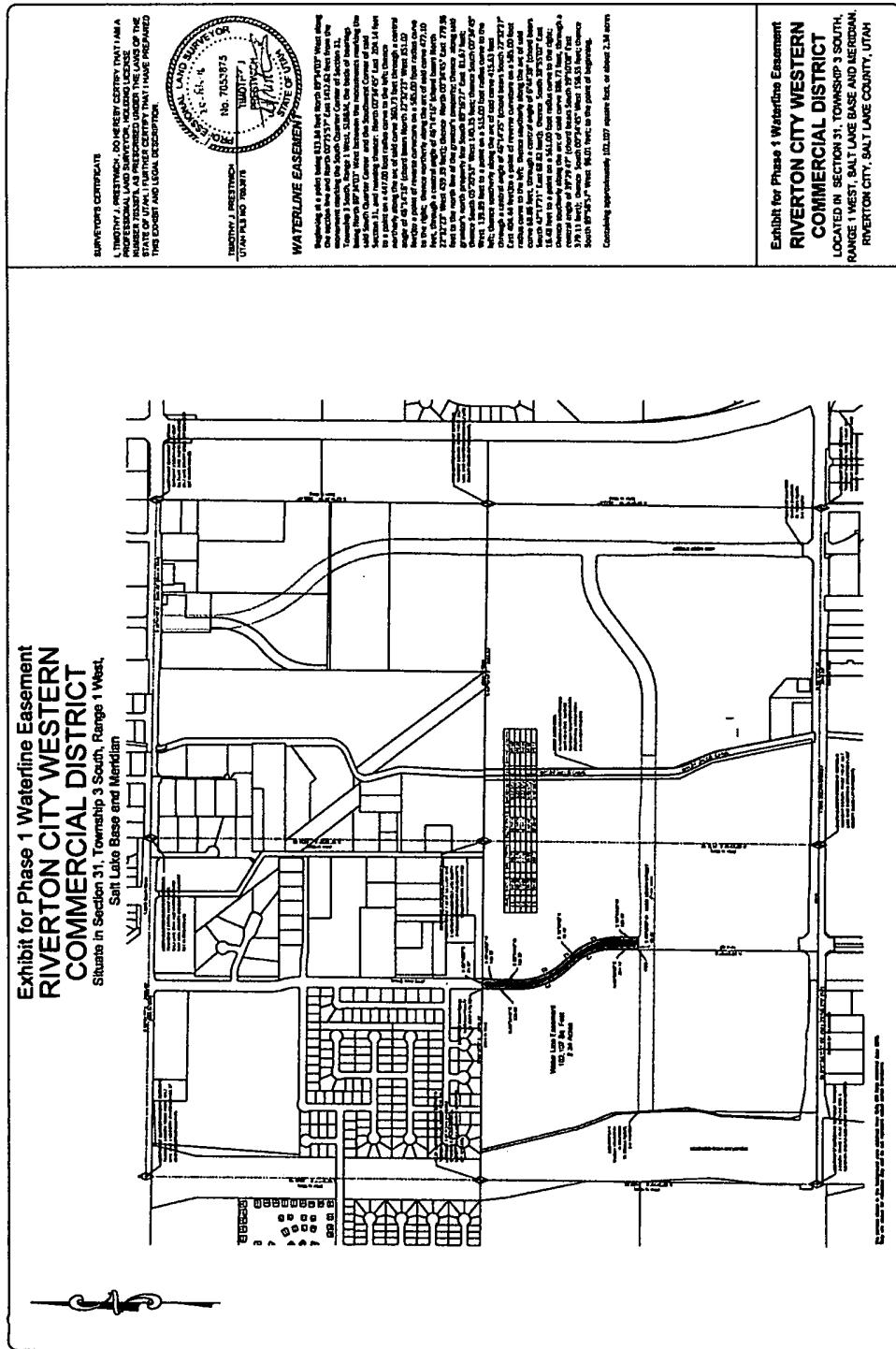
**(Legal Description of the Waterline Easement Area)**

Beginning at a point being 833.34 feet North 89°34'03" West along the section line and North 00°25'57" East 1412.62 feet from the monument marking the South Quarter Corner of Section 31, Township 3 South, Range 1 West, SLB&M, the basis of bearings being North 89°34'03" West between the monuments marking the said South Quarter Corner and the Southwest Corner of said Section 31, and running thence: North 00°34'45" East 204.14 feet to a point on a 447.00 foot radius curve to the left; thence northerly along the arc of said curve 360.73 feet through a central angle of 46°14'16" (chord bears North 22°32'23" West 351.02 feet) to a point of reverse curvature on a 585.00 foot radius curve to the right; thence northerly along the arc of said curve 472.10 feet, through a central angle of 46°14'16" (chord bears North 22°32'23" West 459.39 feet); thence North 00°34'45" East 279.96 feet to the north line of the grantor's property; thence along said grantor's north property line South 89°16'27" East 81.67 feet; thence South 05°20'53" West 140.35 feet; thence South 00°34'45" West 139.89 feet to a point on a 515.00 foot radius curve to the left; thence southerly along the arc of said curve 415.63 feet through a central angle of 46°14'25" (chord bears South 22°32'27" East 404.44 feet) to a point of reverse curvature on a 585.00 foot radius curve to the left; thence southerly along the arc of said curve 68.86 feet, through a central angle of 6°44'38" (chord bears South 42°17'21" East 68.82 feet); thence South 38°55'02" East 16.48 feet to a point on a 561.00 foot radius curve to the right; thence southerly along the arc of said curve 386.72 feet, through a central angle of 39°29'47" (chord bears South 19°10'08" East 379.11 feet); thence South 00°34'45" West 156.55 feet; thence South 89°58'57" West 96.01 feet; to the point of beginning.

Containing approximately 102,107 square feet, or about 2.34 acres  
Also shown in the attached exhibit: "Exhibit for Phase 1 Waterline Easement"

### **Illustration to Exhibit C**

**(Depiction of the Waterline Easement Area)**



**Exhibit D**

**(Legal Description of the Storm Water Easement Area)**

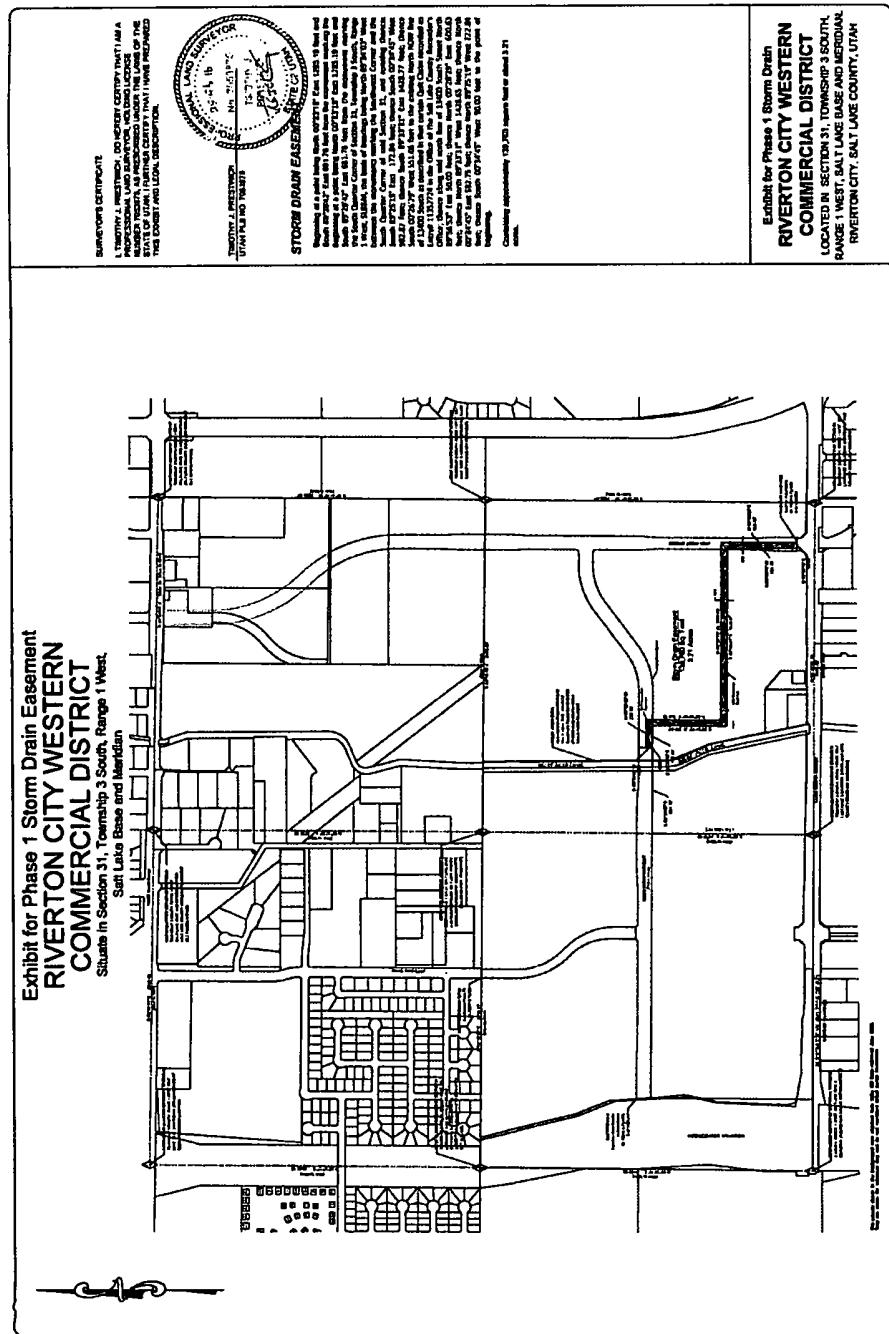
Beginning at a point being North 00°33'18" East 1285.19 feet and South 89°26'42" East 681.76 feet from the monument marking the South Quarter Corner of Section 31, Township 3 South, Range 1 West, SLB&M, the basis of bearings being North 89°34'03" West between the monuments marking the Southwest Corner and the South Quarter Corner of said Section 31, and running thence: South 89°25'15" East 172.84 feet; thence South 00°34'45" West 592.87 feet; thence South 89°33'31" East 1428.77 feet; thence South 00°26'29" West 551.06 feet to the existing North ROW line of 13400 South as described in that certain Quit Claim recorded as Entry# 11352724 in the Office of the Salt Lake County Recorder's Office; thence along said north line of 13400 South Street North 89°56'53" East 50.00 feet; thence North 00°26'29" East 600.63 feet; thence North 89°33'31" West 1428.65 feet; thence North 00°34'45" East 592.75 feet; thence North 89°25'15" West 222.84 feet; thence South 00°34'45" West 50.00 feet to the point of beginning.

Containing 139,760 square feet or about 3.21

Also shown in the attached exhibit: "Exhibit for Phase 1 Storm Drain Easement"

### **Illustration to Exhibit D**

### **(Depiction of the Storm Water Easement Area)**



**Exhibit E**

**(Legal Description of the Stockpiling Easement Area)**

Beginning at a point on the east ROW line for Mountain View Corridor as described in that certain Quit Claim recorded as Entry# 11881250 in the Office of the Salt Lake County Recorder's Office, said point being 244.15 feet South 89°16'27" East along the Center Section Line and South 00°43'33" West 35.00 feet; from the monument marking the West Quarter Corner of Section 31, Township 3 South, Range 1 West, SLB&M, the basis of bearings being North 89°34'03" West between the monuments marking the Southwest Corner and the South Quarter Corner of said Section 31, and running thence South 89°16'27" East 440.60 feet; thence South 00°43'33" West 253.21 feet; thence South 26°33'35" West 518.19 feet; thence South 21°27'00" East 209.56 feet; thence South 21°27'00" East 73.76 feet; thence South 50°55'59" East 359.70 feet; thence North 89°25'15" West 48.20 feet; thence North 50°55'59" West 329.86 feet to a point on the said east ROW of Mountain View Corridor; thence along said east ROW line North 21°27'00" West 291.21 feet; thence continuing along said east ROW line North 13°37'30" West 754.48 feet to the point of beginning.

Containing approximately 217,293 square feet, or about 4.99 acres  
Also shown in the attached exhibit: "Exhibit for Stockpile Easement"

### **Illustration to Exhibit E**

### **(Depiction of the Stockpiling Easement Area)**

