

WHEN RECORDED RETURN TO:

Gerald H. Kinghorn
Parsons, Davies, Kinghorn & Peters
185 South State Street
Suite 700
Salt Lake City, Utah 84111

00641264 Bk01496 Pg00266-00279
ALAN SPRIGGS, SUMMIT CO RECORDER
2002 DEC 13 10:30 AM FEE \$38.00 BY CJW
REQUEST: SNELL & WILMER

EASEMENT AGREEMENT
(Snyderville Basin Special Recreation District)

THIS EASEMENT AGREEMENT (the "Agreement") is made as of December 10, 2002 by SWANER MEMORIAL PARK FOUNDATION, a Utah non-profit corporation (the "Grantor"), and the SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT, a special district of the State of Utah ("Grantee").

RECITALS:

A. Grantor is the owner of the real property described on **Exhibit A** (the "Nature Preserve Property").

B. Grantee is engaged in, among other things, the development of a public trail system in the Snyderville Basin (the "District Trail System") and has incorporated into the District Trail System an existing trail located in the vicinity of the southern boundary of the Nature Preserve Property (the "Existing Trail").

C. Portions of the Existing Trail currently encroach upon the Nature Preserve Property at two locations, and Grantor and Grantee intend by this Agreement to provide for the continued maintenance of the Existing Trail over and upon those portions of the Nature Preserve Property on which the Existing Trail currently exists, on the terms and conditions set forth in this Agreement. Those portions of the Nature Preserve Property on which portions of the Existing Trail are currently located are referred to in this Agreement as the "Easement Property" and are legally described on **Exhibit B**. The locations of the two parcels of property constituting the Easement Property are shown on the site map attached as **Exhibit C** (the "Site Map").

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a perpetual (except as otherwise provided in **Paragraph 3**), nonexclusive easement for the Permitted Uses over, upon and across the Easement Property, such easement to be for the use of Grantee, its respective successors and assigns, and members of the public using the Trail System. This Agreement and the easement to use the Easement Property granted pursuant hereto are subject to (a) reservations in patents and all rights-of-way, easements, covenants, conditions, restrictions, obligations, and

liabilities of record as of the date hereof, including all consents and approvals given pursuant to any of the foregoing (collectively, the “**Private Restrictions**”), and (b) all and to all zoning and building code requirements and other governmental laws and rules, and regulations, including without limitation, the requirements of the federal Clean Water Act, as amended, and the federal Rivers and Harbors Act of 1899, as amended, and any other governmental law, rule, or regulation relating to wetlands, including the regulations promulgated under such Acts and the rules and regulations of the U. S. Army Corps of Engineers, and including any and all permits, approvals, and consents given by or pursuant to any of the foregoing (collectively, the “**Legal Requirements**”).

2. Permitted Uses. The Easement Property shall be used solely for the purpose of constructing and maintaining on the Easement Property a permeable-surface trail, with appropriate boardwalks being installed and maintained in the locations depicted on the Site Map. The trail on the Easement Property shall be used exclusively for the surface passage of pedestrian and non-motorized vehicular traffic (such as bicycles) using the overall Trail System. The uses described and permitted pursuant to this **Paragraph 2** are referred to in this Agreement as the “**Permitted Uses.**”

3. Relocation or Abandonment of Trail. If at any time the Existing Trail is relocated such that it no longer is located on a particular portion of the Easement Property or if the Existing Trail is abandoned as to a particular portion of the Easement Property (any such portion of the Easement Property being referred to as a “**Non-Used Parcel**”), then, upon such relocation or abandonment, the easement granted pursuant to this Agreement shall automatically terminate as to the Non-Used Parcel, and Grantee, at its expense, shall restore such Non-Used Parcel as near as reasonably practicable to the condition of the Non-Used Parcel prior to its use for trail purposes. In such a case and upon written request by Grantor, Grantee agrees to execute, acknowledge, and deliver a recordable document confirming the termination of the easement as to the Non-Used Parcel. Non-Used Parcels shall no longer be considered part of the Trail Easement Property.

4. Fencing.

(a) Right of Grantor to Fence. Grantee acknowledges that Grantor intends and has the unrestricted right to place a fence along the trail alignment to protect the Nature Preserve Property from trespass. In no event will the fence be placed within the Easement Area. Grantor shall maintain, repair, and replace the fence at its cost; **provided, however,** that to the extent that the need for any maintenance, repair, or replacement is necessitated by any act or omission of Grantee or any third party using the Easement Area for the Permitted Uses, Grantee agrees to reimburse Grantor for the reasonable costs of such maintenance, repair, or replacement within 20 days of receipt from Grantor of an itemized statement of costs incurred.

(b) Relocation of Fence. Upon the termination of the easement with respect to a Non-Use Parcel pursuant to **Paragraph 3**, Grantor shall also have the right to relocate its fence so as to include the Non-Used Parcel within the fence, and the reasonable costs of such relocation shall also be paid by Grantee in the manner above provided.

00641264 Bk01496 Pg00267

(c) No Boundary by Acquiescence. Grantor and Grantee acknowledge and agree, and notice is hereby given, that the property boundary of the Nature Preserve Property is the boundary set forth in the legal description attached as **Exhibit A**, and that any fence constructed by Grantor to separate the Easement Property from the balance of the Nature Preserve Property is not intended to and shall not be construed as the boundary of the Nature Preserve Property, the Easement Property or any other parcel of property. Neither Grantor nor Grantee acquiesce in any manner to the fence as any such boundary. Grantor shall have the right to mark the actual property boundary from time to time in any manner Grantor reasonably deems appropriate so long as such marking does not interfere with the use of the Easement Property for the Permitted Uses; however, the failure to so mark the actual property boundary set forth in the **Exhibit A** legal description shall not be construed as any agreement or acquiescence in any other boundary.

5. Grantee Obligations.

(a) Construction by Grantee. All construction on and development of the Easement Property shall be consistent with the requirements of this Agreement and shall be undertaken and completed diligently and in a good and workmanlike manner, consistent with all Private Restrictions and Legal Requirements. Grantee acknowledges the sensitive environmental nature of the Nature Preserve Property and agrees that under no circumstances will any construction activity or any other activity by Grantee or any of its agents, contractors, or representatives take place on any portion of the Nature Preserve Property other than the Easement Property.

(b) Grantee's Maintenance Obligations. Grantee shall be responsible, at its sole expense, for the repair and maintenance of the trail located on the Easement Property, and Grantee shall maintain such trail, including the boardwalks, at all times in a good and safe condition and state of repair, and in compliance with all applicable Private Restrictions and Legal Requirements.

(c) No Encumbrances. Grantee shall not cause or permit any lien, claim, charge or encumbrance of any nature or description whatsoever to attach to or encumber the Easement Property, the balance of the Nature Preserve Property, or any part thereof.

(d) Mechanics' Liens.

(i) Grantee shall not create or suffer to be created or to remain, and shall within thirty (30) days after notice of the filing thereof pay in full and discharge or provide bonding sufficient to obtain the release of any mechanic's, laborer's or materialmen's lien which might be or become a lien, encumbrance or charge upon the Nature Preserve Property or any part thereof or the income therefrom, and Grantee will not suffer any other matter or thing arising out of Grantee's use and occupancy of the Easement Property whereby the estate, rights and interests of Grantor in the Nature Preserve Property or any part thereof might be impaired, other than as a result of work performed by Grantor, its agents, servants, contractors, or employees.

(ii) If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Nature Preserve Property or any part thereof in violation of **Paragraph 5(d)(i)**, Grantee, within thirty (30) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. Grantee shall immediately notify Grantor in writing of any such lien which might attach or be claimed at any time and of its action to either satisfy or obtain the release of the lien. If Grantee shall fail to cause such lien to be released or discharged within the period aforesaid, then, in addition to any other right or remedy, Grantor may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of such lien by bonding or other means, and any amount so paid by Grantor and reasonable costs and expenses incurred by Grantor in connection therewith shall be payable by Grantee to Grantor on demand.

(e) Liability Insurance. At all times, Grantee shall maintain in effect with a financially responsible insurance company commercial general liability insurance with a broad form general liability endorsement against liability, damage or loss because of or on account of bodily injuries to or the death of any person or the destruction of or damage to the property or loss of use thereof by any person, due in any way to the use, occupancy, maintenance, or operation of the Easement Property, any improvement upon the Easement Property, or the Trail System generally. Said insurance shall contain broad form contractual liability coverage insuring all of Grantee's indemnity obligations under this Agreement, and coverage for the activities and operations of Grantee or any other person on, in or about the Easement Property or performing work on behalf of Grantee. Said policy or policies shall provide insurance in the amounts not less than \$1,000,000 per occurrence combined single limit (covering personal injury, death, or property damage or destruction). Grantee agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which Grantee may be held responsible for the payment of damages to persons or property resulting from Grantee's activities, or the activities of its agents, contractors, or invitees or the activities of any other person utilizing the Easement Property. All insurance to be carried by Grantee shall be primary to and not contributory with any insurance carried by Grantor, whose insurance shall be considered excess insurance only. Grantee agrees to provide Grantor such evidence as Grantor may reasonably request from time to time that the insurance coverage required by this **Paragraph 5(e)** is in effect. As used in this Agreement, "person" means and includes individuals and entities, including governmental entities.

(f) Indemnification.

(i) Grantee hereby indemnifies, holds harmless, and agrees to defend Grantor and Grantor's officers, trustees, constituents, employees, representatives, professional advisors, successors, and assigns (collectively, the "**Grantor Indemnified Parties**") for, from and against any and all Claims which may be imposed upon or incurred by or asserted against any Grantor Indemnified Party by reason of any of the following, unless caused by the breach by Grantor of its

obligations under this Agreement or by the willful misconduct or negligence of the Grantor Indemnified Party:

(A) Construction or any other work or thing in progress done in, on or about the Easement Property or any part thereof, by Grantee or its agents or any contractor employed by it;

(B) Damages arising out of use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Easement Property, the Trail System, or any improvements on the Easement Property at any time caused by the acts or omissions of Grantee, or any nuisance made or suffered thereon or any failure by Grantee to keep Easement Property, the Trail System, or the improvements thereon or any part thereof in a reasonably safe condition;

(C) Any wrongful or negligent acts or omissions of an affirmative duty of Grantee or any of its agents, contractors, servants, employees or Grantees;

(D) Any accident, injury (including death) or damage to any person or property occurring in, on or about the Easement Property, the Trail System, or the improvements thereon, or any part thereof caused by the intentional acts or negligence of Grantee;

(E) Any lien or claim which may be alleged to have arisen against or on the Easement Property or the Trail System or any part thereof or any of the assets or funds of Grantor or any liability which may be asserted against Grantor with respect thereto to the extent arising, in each such cause, out of the acts or omissions of Grantee, its contractors, agents, servants, or employees; and

(F) Any failure on the part of Grantee to keep, observe, comply with and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in this Agreement or in any Private Restrictions or Legal Requirements.

As used herein, "**Claims**" means any and all obligations, debts, covenants, conditions, representations, costs, charges, expenses, fines, damages, penalties, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including, without limitation, reasonable attorneys' fees and litigation and court costs, professional consultant's fees, and disbursements, and reasonable investigative and discovery costs.

(ii) The obligations of Grantee under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be

performed under insurance policies affecting the Easement Property or the Trail System.

(iii) If any claim, action or proceeding is made or brought against any Grantor Indemnified Party by reason of any event for which Grantee is liable under this Section, then, upon written demand by Grantor, Grantee, at its sole cost and expense, shall resist or defend such claim, action or proceeding in Grantor's name, if necessary, by such attorneys as Grantor shall reasonably approve, which may be the attorneys for Grantee's insurance carrier, if such claim, action or proceeding is covered by insurance. Grantor agrees that Grantee shall have the right to contest the validity of any and all claims and defend, settle and compromise any and all such claims of any kind or character or by whomsoever claimed, in the name of Grantor, as Grantee may deem necessary, provided that the expenses thereof shall be paid by Grantee and further provided that Grantor shall be fully indemnified.

(iv) The indemnification obligations in this **Section 5(f)** shall survive the termination of this Agreement.

6. Default by Grantee. Should Grantee default on its obligations pursuant hereto, Grantor may bring an action at law or in equity for damages or to enforce such obligations; ***provided, however,*** that nothing herein shall be construed as meaning damages are an adequate remedy where equitable relief is sought. If Grantee defaults in its obligations pursuant hereto and such default continues for fifteen (15) days following written notice of default from Grantor, Grantor may take all reasonable action to cure such default, and all reasonable amounts expended in such cure, including reasonable attorneys' fees, together with interest thereon at the rate of twelve percent (12%) per annum from the date of expenditure until paid, shall be immediately due and payable to Grantor from Grantee. Amounts due and payable from Grantee to Grantor pursuant to this Agreement and not paid when due shall bear interest at the rate of twelve percent (12%) per annum from the due date until paid. The remedies provided in this **Paragraph 6** are cumulative and the exercise of any remedy shall not preclude the exercise of any one or more other remedies.

7. Notices.

(a) Addresses. Any notice, demand, request, approval, consent or other communication (a "Notice" or "Notices") which may be required or desired to be given in connection with the obligations of this Agreement shall be given in writing and addressed to the parties as shown below, and Notices shall be deemed given if addressed, sent or delivered as follows:

Grantor: **SWANER MEMORIAL NATURE PRESERVE**
2005 East 2700 South
Suite 180
Salt Lake City, Utah 84109

00641264 Bk01496 Pg00271

Grantee: **SNYDERVILLE BASIN SPECIAL
RECREATION DISTRICT**
5705 Trailside Drive
Park City, Utah 84098

(b) Manner of Delivery. Notices shall be either (i) personally delivered (including delivery by, for example, an established and reputable local courier service or nationally recognized courier service) to the addresses set forth above, in which case Notices shall be deemed delivered on the date of delivery to said addresses; or (ii) sent by certified or registered mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery that is shown on the return receipt, unless delivery is refused or delayed by the addressee, in which event Notices shall be deemed delivered on the date of first attempted delivery. Other than as described above, any written Notice addressed as shown above and actually received by any means (including United States Mail) at the addresses above, shall be deemed proper notice as of the date of receipt. The burden of proof of receipt is on the sender in all cases described above in this Section. A properly completed United States Mail return receipt, nationally recognized courier or established and reputable local courier record of delivery, or delivery receipt executed by an appropriate employee at the addresses shown above, is prima facie evidence of delivery. Individuals to be noticed on behalf of a party and other information above, including addresses, may be changed by proper Notice.

8. Running of Benefits and Burdens. All provisions of this Agreement, including the benefits and burdens, run with the land, are binding upon and shall inure to the benefit of Grantor and Grantee and their respective assigns and successors.

9. Construction. This instrument shall be construed in accordance with the laws of the State of Utah, without giving effect to its choice of law principles.

10. Attorneys' Fees. In the event of any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive reimbursement for reasonable costs and attorneys' fees in an amount determined by the court and not by a jury.

11. Waiver. The waiver of, or failure to enforce, any breach or violation of any of the covenants, easements or conditions herein contained shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of a particular covenant, easement or condition, nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of such covenant, easement or condition, regardless of whether any person affected thereby had knowledge of the breach or violation.

12. Severability. Invalidation of any one of the covenants, easements or conditions, or any part thereof, shall not affect any of the other covenants, easements or conditions, or any part or parts thereof, which shall remain in full force and effect.

13. Headings and Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This

Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

14. Entire Agreement. This Agreement, together with its Exhibits, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by Grantor and Grantee.

DATED the day and year first above written.

GRANTOR:

SWANER MEMORIAL PARK FOUNDATION,
A Utah non-profit corporation

By [Signature]
Its Administrative Director

ATTEST:

[Signature]
District Clerk

GRANTEE:

SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT,

a special service district

By [Signature]
Its Chairman

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

00641264 Bk01496 Pg00273

The foregoing instrument was acknowledged before me this 10 day of December 2002, by Harry Bywater the Admin Dir of **SWANER MEMORIAL PARK FOUNDATION**, a Utah non-profit corporation, on behalf of said corporation.

My Commission Expires
7-11-06

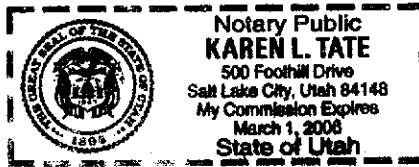
[Signature]
NOTARY PUBLIC
Notary Public
HOLLY L. HUGHES
2645 East Parleys Way
Salt Lake City, Utah 84109
My Commission Expires
July 11, 2006
State of Utah

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14th day of November, 2002, by Scott F. Hill the chair of **SNYDERVILLE BASIN SPECIAL RECREATION DISTRICT**, a public corporation, on behalf of said corporation.

KAREN L. TATE
NOTARY PUBLIC

My Commission Expires
3-1-2006



00641264 Bk01496 Pg00274

EXHIBIT A

NATURE PRESERVE PROPERTY

Boundary Description of Swaner Memorial Park

Beginning at a point 1349.86 feet South 89°42'32" East and 100.00 feet South and 390.80 feet South 89°42'32" East from the Northwest Corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian, thence running South 17°36'19" East 203.74 feet, thence South 56°40'05" East 65.825 feet, thence East 126.52 feet, thence North 27°02'42" East 135.21 feet, thence North 12°02'58" East 54.54 feet, thence South 89°59'28" East 174.20 feet, thence South 16°44'17" West 68.27 feet, thence South 31°13'18" West 126.71 feet, thence East 47.91 feet, thence South 55°13'43" East 261.00 feet, thence South 10°24'32" East 253.32 feet, thence South 44°57'58" East 43.53 feet, thence South 59°22'13" East 369.01 feet, thence South 88°18'49" East 530.20 feet, thence South 61°50'22" East 262.96 feet to the point of curve of a 455.02 foot radius curve to the right (bearing to the radius point of said curve is South 28°09'38" West), thence southeasterly along the arc of said curve 491.10 feet to the point of tangency, thence South 339.33 feet, thence South 88°57'18" East 169.45 feet, thence South 76°00'50" East 197.38 feet, thence North 68°51'27" East 246.34 feet, thence South 76°54'00" East 294.50 feet, thence North 62°12'25" East 87.20 feet, thence North 10°55'57" East 207.99 feet, thence North 19°31'56" East 195.63 feet, thence North 46°07'53" East 386.34 feet, thence North 88°32'05" East 260.78 feet, thence North 46°32'31" East 164.09 feet to the point of curve of a 263.73 foot radius curve to the right (bearing to the radius point of said curve is South 43°27'29" East), thence Northeasterly along the arc of said curve 615.19 feet to the point of tangency, thence South 14°16'57" West 49.87 feet, thence South 74°44'06" East 82.52 feet, thence North 84°13'33" East 57.79 feet, thence North 84°34'51" East 282.60 feet, thence South 54°37'23" East 145.07 feet, thence South 20°49'42" East 151.10 feet, thence South 16°21'52" East 153.68 feet, thence South 29°54'14" East 201.17 feet, thence North 89°44'41" East 36.30 feet to an existing fence, thence North 00°11'03" West 146.72 feet to a point which is 1340.60 feet South 89°44'56" East and 1647.67 feet South 00°15'04" West from the section corner to Sections 19, 20, 29, 30, Township 1 South, Range 4 East, Salt Lake Base & Meridian, thence South 89°45'04" East 2724.86 feet, thence North 18°19'47" West 1115.79 feet, thence South 89°31'21" East 990.21 feet to the west line of Old Ranch Road, thence North 38°15'01" West 3.75 feet, thence North 08°52'47" West 12.23 feet, thence North 14°11'23" West 178.11 feet along the west line of said road, thence North 09°31'08" West

00641264 Bk01496 Pg00275

255.25 feet along the west line of said road, thence South 89°52'35" West 705.34 feet, thence North 20°29'11" West 1542.98 feet, thence North 89°52'25" East 770.22 feet, thence North 12°42'31" West 48.43 feet, thence North 89°27'43" West 19.82 feet, thence North 07°00'01" West 1254.92 feet along the west line of Old Ranch Road, thence North 02°04'08" West 1101.91 feet along the west line of said Old Ranch Road to the intersection of the south line of a frontage road known as Highland Drive, thence South 58°43'10" West 149.88 feet to the point of curve of a 2911.37 foot radius curve to the right (bearing to the radius point of said curve is South 31°16'08" East), thence westerly along the arc of said curve 2498.92 feet to the point of tangency, thence North 71°58'55" West 343.36 feet, thence North 17°55'00" East 19.99 feet, thence North 72°01'32" West 1114.62 feet to the west line of said Section 19, thence North 00°05'07" West 52.58 feet along the west line of said Section 19 to the south line of Utah Interstate 80, thence North 72°05'00" West 1763.26 feet along the south line of said I-80, thence South 17°50'20" West 158.24 feet, thence South 44°50'21" West 274.42 feet, thence South 276.32 feet, thence South 44°59'21" West 222.70 feet, thence South 44°59'32" East 112.82 feet, thence South 00°00'28" West 88.14 feet, thence South 45°00'28" West 222.44 feet, thence South 00°00'16" East 47.66 feet, thence South 44°59'32" East 142.15 feet, thence South 00°00'28" West 224.85 feet, thence South 45°00'28" West 108.12 feet, thence South 00°00'28" West 44.51 feet, thence South 45°00'00" East 111.12 feet, thence South 00°02'15" West 225.00 feet, thence South 30°38'35" West 94.22 feet, thence West 89.67 feet, thence South 45°00'28" West 107.25 feet, thence South 25°14'08" West 186.89 feet to the point of curve of a 165.41 foot radius curve to the left (bearing to the radius point of said curve is North 64°45'52" West), thence southwesterly along the arc of said curve 384.81 feet to the point of tangency, thence South 00°16'33" East 162.11 feet, thence South 89°43'46" West 200.92 feet, thence North 58°34'46" West 602.19 feet, thence South 31°25'02" West 494.52 feet, thence North 58°34'58" West 380.83 feet to the east right-of-way line of State Road 224, thence South 00°27'00" West 718.79 feet along the said east right-of-way line to the south line of the northwest quarter of said Section 19, thence South 89°40'43" East 2623.66 feet along the South line of said northwest quarter to the west line of the southeast quarter of the southwest quarter of said Section 19, thence South 00°00'32" East 1332.46 feet along the said west line to the south line of said Section 19, thence South 89°36'26" East 1333.44 feet along the south line of said Section 19 to the section corner to said Sections 19, 20, 29, 30, thence South 00°07'30" East 656.99 feet along the east line of said Section 30, thence North 89°52'37" West 1377.06 feet, thence North 561.81 feet, thence North 89°42'31" West 2217.07 feet to the point of beginning. Contains 709.5074 acres.

EXHIBIT B

EASEMENT PROPERTY

Description 1 Detail A

Beginning at a point on the South boundary of the Swaner Memorial Park property Due East 1762.48 feet and Due South 177.38 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence running South 17°36'19" East 131.84 feet, thence South 56°40'05" East 65.82 feet, thence East 126.52 feet, thence North 01°50'01" West 0.90 feet to an existing fence post, thence along an existing fence North 86°45'29" West 43.58 feet, thence North 66°53'14" West 122.28 feet, thence North 03°46'28" East 77.91 feet, thence North 64°56'20" West 77.47 feet, thence South 75°21'31" West 0.35 feet to the point of beginning. Contains 0.184 acres.

00641264 Bk01496 Pg00277

Description 1 Detail B

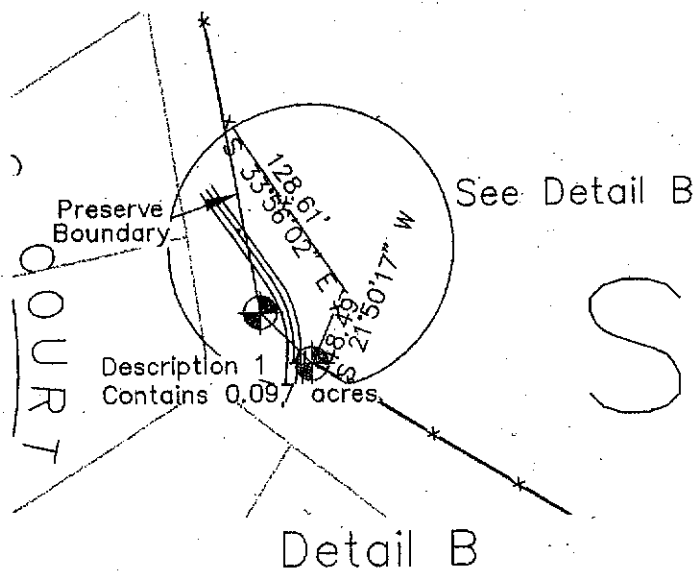
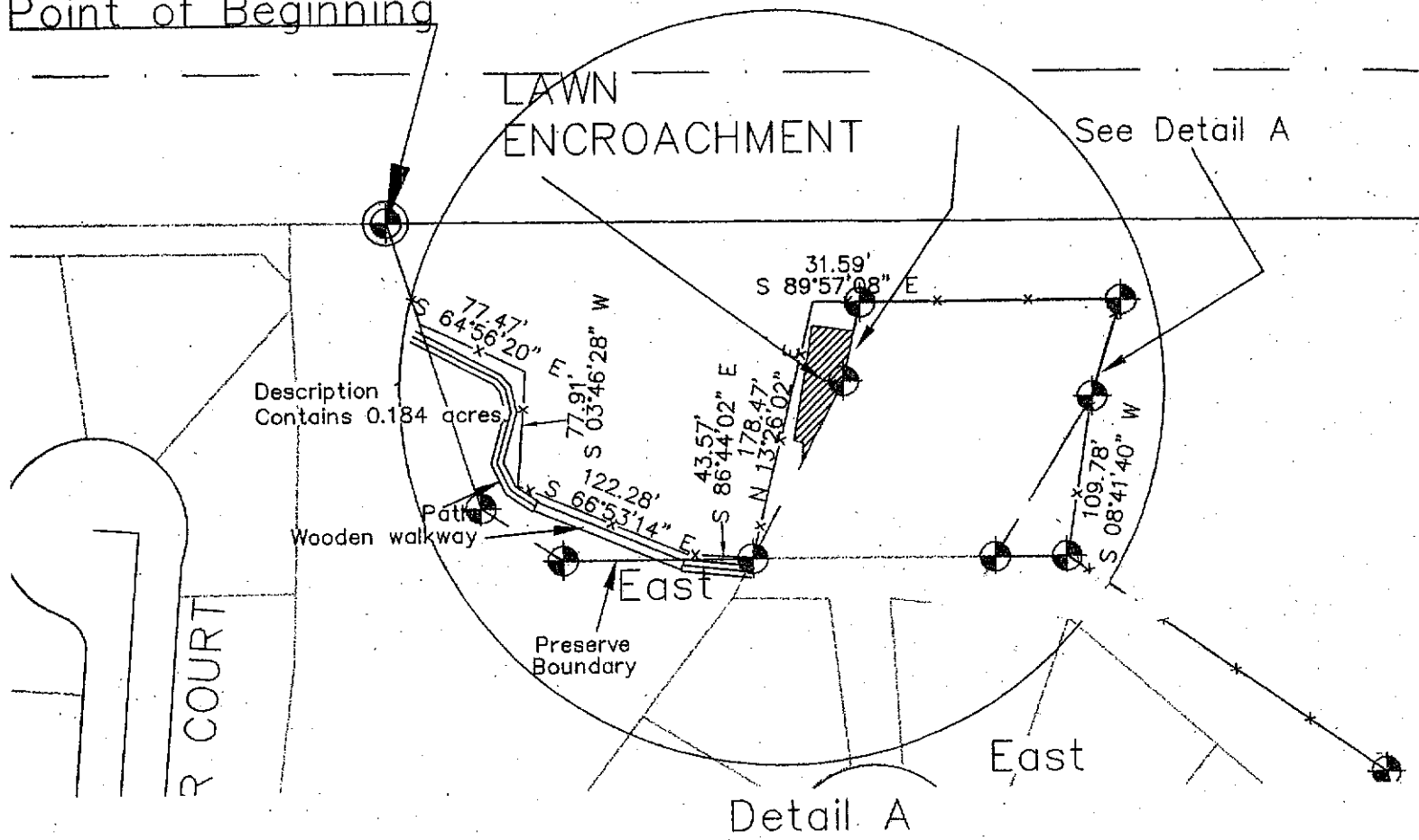
Beginning at a point on the South boundary of the Swaner Memorial Park property Due East 2431.41 feet and Due South 616.06 feet from the Northwest corner of Section 30, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence running South 10°24'32" East 123.18 feet, thence South 44°57'58" East 43.53 feet, thence North 74°06'35" East 1.22 feet to an existing fence post, thence along an existing fence North 21°50'17" East 48.49 feet, thence North 33°56'02" West 128.61 feet, thence South 79°35'28" West 0.44 feet to the point of beginning. Contains 0.097 acres.

00641264 Bk01496 Pg00278

EXHIBIT C

SITE MAP

Point of Beginning



0064 1264 Bx01496 P00279