

WHEN RECORDED, RETURN TO:  
SALT LAKE COUNTY WATER CONS. DIST.  
8215 South 1300 West  
P. O. Box 70  
West Jordan, Utah 84084-0070

6553754  
01/21/97 4:50 PM 45.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FOUNDERS TITLE  
REC BY: V ASHBY DEPUTY - WI

**WELL-SITE AGREEMENT**

(With Easement and Protection Zone)

THIS AGREEMENT is made and entered into by and between Hampton Development Co., LLC, a Utah limited liability company ("Hampton"), and the Salt Lake County Water Conservancy District, a water conservancy district organized under the laws of the State of Utah ("District").

RECITALS:

A. Hampton is the owner of certain real property located in Salt Lake County, Utah, which real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as the "Hampton Parcel"). Hampton desires to develop a condominium project upon the Hampton Parcel.

B. Hampton is also the owner of certain real property located in Salt Lake County, Utah, which real property is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference, which parcel of real property the District intends to acquire simultaneously with the execution of this Agreement pursuant to the terms and conditions of a Real Estate Purchase Agreement with Hampton (herein referred to as the "District Parcel"). The District Parcel is adjacent to and contiguous with the Hampton Parcel.

C. District desires an easement over a portion of the Hampton Parcel for a protection zone for a well to be built on the District Parcel.

D. In accordance with the terms of this Agreement, Hampton shall reserve to itself and its successors an easement over the District Parcel to use that portion of the District Parcel which is left in open space.

E. Hampton agrees to grant to District an easement over a portion of the Hampton Parcel for an easement for a well protection zone, as set forth in this Agreement.

TERMS:

In consideration of these Recitals and for good and valuable consideration, the sufficiency and receipt of which hereby is acknowledged, the parties hereto agree as follows:

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1. (a) District intends to construct on the District Parcel a well for drinking water, together with ancillary equipment and a building to enclose the wellhead. The well and building may be replaced in the future and, at the District's discretion, located anywhere on the District Parcel.

(b) Rules of the Utah Division of Drinking Water and/or Drinking Water Board of the Utah Department of Environmental Quality, as may be in effect from time to time and which presently are contained in Part 113 of Rule 309 of the Utah *Administrative Code*, regarding drinking water source protection (the "Rules"), require a land use agreement providing for the protection of a well and its water sources from potential contamination.

(c) In consideration of the further obligations undertaken by the District as set forth in this Section 1, the parties hereby establish and delineate a "protection zone," as those terms are defined in the Rules and other applicable law, for a well, and its replacements, to be constructed on the District Parcel as a source of drinking water. The description of the well protection zone depends, in part, on the precise physical placement by the District of the wellhead on the District Parcel. The well protection zone required by the Rules, determined on the basis of existing assumptions for placement, together with an expanded area intended to permit the District limited flexibility in moving the point of initial placement of the wellhead, is described on Exhibit "C" attached hereto. If the wellhead is placed on the District Parcel at a location different from that now anticipated by District or in the event the wellhead is subsequently relocated because of a need to redrill the well and such placement or redrilling requires an amendment to the description of the protection zone established herein, Hampton shall execute appropriate papers, in a form reasonably satisfactory to District, to amend this Agreement to include a newly described well protection zone whose size and configuration are consistent with District's interpretation of the requirements of the Rules.

(d) Without the prior written consent of District, Hampton shall not locate, do or allow any activity or potential contamination and/or pollution source within the well protection zone (i) which potentially may contaminate groundwater, including those activities, pollution sources and potential contamination sources identified in the Rules, or (ii) which violates the Rules.

(e) Hampton's covenant not to locate a potential contaminant within the well protection zone is perpetual.

(f) If any dwellings, including but not limited to multi-family residential units and/or condominiums, are lawfully built by Hampton (or its successors) within the well protection zone, District shall pay to Hampton the incremental construction cost between a typical sewer lateral and sewer main pipeline and those which are in compliance with rules or regulations of the Utah Department of Environmental Quality regarding sewer lines within a well protection zone, as such rules may be in effect from time to time (presently R309-1064(4) of the *Utah Administrative Code*), for the length of sewer lateral and/or sewer main pipeline which are within the well protection zone. In the event that the well protection zone is relocated in accordance with the provisions of subparagraph (c) above, and if required to satisfy the Rules regarding the location of a sewer line or lateral within a well protection zone, then the District shall be solely responsible for all costs incurred in the removal of any existing sewer lateral and main pipelines and the replacement of sewer lateral and main pipelines, together with such other improvements which may be required to be removed and replaced.

2. District shall construct its well house, transformer, fencing and other improvements on the District Parcel at District's expense. District shall design and construct the facade of its well house in an architectural style compatible with other residences to be constructed on the Hampton Parcel, including the use of brick and roofing materials. District shall also at its expense, build or cause to be built, or pay Hampton to build, at District's election, the additional improvements set forth in Section 3 (d) below. District shall be solely responsible for the maintenance of the well, well house (including the exterior facade thereof) and equipment incidental thereto.

3. (a) Except for any driveway and parking area and for any building constructed by District at the well site, including the well house, transformer area, and any immediate area fenced by the District to protect the well house, transformer, or other facilities, and any future or replacement buildings, equipment and/or facilities constructed by the District, District acknowledges that Hampton has retained an easement for the use of the open space of the District Parcel. Such open space area (i.e., the District Parcel described on Exhibit "B", less the driveway, parking area, well house, transformer area, related facilities, fenced area, and any other

improvements to be constructed from time to time on the District Parcel) shall be referred to as the "Open Space Easement." District acknowledges that in addition to the physical use of the Open Space Easement set forth herein, Hampton will use the Open Space Easement for purposes of meeting municipal density requirements for construction of improvements upon the Hampton Parcel. Consequently, the Open Space Easement shall be deemed appurtenant to the Hampton Parcel, subject to the provisions contained in this Agreement for termination by the District of the Open Space Easement.

(b) It is the intention of the parties that the Open Space Easement be those areas not being utilized by the District as set forth above, and the District retains the right to relocate on the District Parcel its well site, including the well house and related equipment or to construct new improvements. In the event of such relocation or new construction, the Open Space Easement shall be deemed automatically modified to accommodate the District's change in its use of the District Parcel.

(c) District also reserves the right to exclude or to restrict access to portions of the District Parcel and the Open Space Easement by fence or other means during periods of construction, repair, maintenance or relocation of the well site and improvements to be constructed thereon.

(d) District shall, at its own cost and expense, make the following improvements upon the District Parcel: (i) the landscaping and installation of a sprinkler system (tied to the water supply of the Hampton Parcel) in the Open Space Easement in a manner reasonably consistent with the landscaping of the Hampton Parcel; (ii) the construction of a block and rock wall on the southern exterior boundary line of the District Parcel and a vinyl fence on the easterly exterior boundary line of the District Parcel, consistent with the block wall and vinyl fences to be constructed around the Hampton Parcel, provided that such south wall shall contain a gate at the driveway entrance to the well house; (iii) the installation of curb and a paved driveway, with parking, for access from 4500 South Street to the well house; and (iv) such additional improvements for the benefit of the District Parcel as may be required by Salt Lake County. If such improvements are constructed and/or installed by Hampton, District shall pay the cost of such improvements, as such individual improvements are made, within ten (10) days of receipt of invoicing of the same.

(e) Hampton shall, at its own cost and expense, make the following improvements:

(i) Pipe that portion of an existing irrigation ditch which traverses the south side of the District Parcel, pursuant to the construction specifications set forth in the Agreement and Grant of Easement, dated December 23, 1996, between Big Ditch Irrigation and Valley View Development; and,

(ii) Install curb, gutter and sidewalk along the south boundary of the District Parcel as required by Salt Lake County.

(f) Hampton's use of the Open Space Easement shall be for density calculations and recreational purposes consistent with the open-space nature of the land and Hampton shall not place or construct any permanent improvements upon the Open Space Easement without District's prior written consent.

(g) The Open Space Easement may be terminated by District for cause upon ninety (90) days prior written notice to Hampton. Cause shall mean a material violation of the terms and conditions of this Agreement by Hampton (or its successors and assigns), which violation continues for a period of thirty (30) days after notice by District to Hampton (or its successors and assigns).

(h) Hampton shall, at its expense, maintain in good and clean appearance and in accordance with standard practice of similar properties, the Open Space Easement, including any grass and other landscaped areas, including the watering, care and cutting thereof.

(i) Hampton's use of the Open Space Easement shall be consistent with the following:

Use of Open Space Easement. There shall be no obstruction of the Open Space Easement by Hampton and/or its tenants, guests, or invitees without the prior consent of the District. District may, by reasonable rules and regulations, prohibit or limit the use of the Open Space Easement as may be reasonably necessary for the purpose of protecting the interests of District or protecting the Open Space Easement. Nothing shall be kept or stored on any part of the Open Space Easement without the prior written consent of the District, except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from, the Open Space Easement except upon the prior written consent of the District.

Prohibition of Damage and Certain Activities. Nothing shall be done or kept by Hampton in the Open Space Easement or any part thereof which would be a violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Open Space Easement or any part thereof shall be committed by Hampton, or any of its successors, assigns, tenants, guests, or invitees, and Hampton (or in the alternative, its successor by receiving an assignment of the Open Space Easement) shall indemnify and hold the District harmless against all loss resulting from such damage or waste caused by Hampton or its invitees. No noxious, destructive or offensive activity shall be carried on in the Open Space Easement, nor shall anything be done therein which may be or may become an annoyance or nuisance to District or to any person at any time lawfully occupying the Open Space Easement.

If Hampton submits the Hampton parcel to a condominium project, the Open Space Easement shall be treated as though it were a common area of the condominium, subject to the terms of this Agreement and consistent with the terms, conditions and restrictions set forth above in this subparagraph.

(j) In the event the Open Space Easement is terminated in accordance with the provisions of this Agreement, Hampton (or its successor) shall, if it elects, have no further obligation to supply water for irrigation purposes to the District for the Open Space Easement.

4. Hampton hereby grants to District a permanent easement (the "Waste Water Easement") to discharge waste water from the well to be located on the District Parcel, (a) to a storm drain outfall line to be constructed by Hampton and located adjacent to and parallel with the west boundary line of the District Parcel, and (b) to a storm drain stub to be constructed by Hampton and extending from a cleanout box to be constructed by Hampton at approximately station 5+30 to a point ten (10) feet North of the fence line on the South boundary line of the District Parcel. The District's discharge shall not exceed two and one-half cubic feet per second. The outfall line and the stub shall be constructed by Hampton before the District completes construction of its well, and both the line and the stub shall each be no smaller than fifteen (15) inches in diameter with a minimum capacity of two and one-half (2.5) cubic feet per second. District shall be solely responsible for: (i) all costs of installation of pipelines and connections to the outfall line; (ii) obtaining all other consents and approvals for the discharge of such waste water; (iii) all costs associated with the increase of the capacity of the outfall line beyond the capacity set forth above; and (iv) all costs of maintenance of the outfall line between the point of connection, with the District's pipeline and the point of connection with the storm drain main in 4500 South Street, to the extent such maintenance is due to acts of the District and that such maintenance is not assumed by others.

5. Immediately upon the occupancy of one or more residences to be constructed upon the Hampton Parcel, Hampton, or its successor, shall obtain and maintain at all times, comprehensive public liability insurance coverage, covering all common areas of the Hampton Parcel and including the Open Space Easement, with a policy limit of not less than \$1,000,000. District shall be designated as an additional insured upon such policy of insurance. Hampton shall provide proof of coverage upon written request of the District.

6. (a) Hampton (or its successors) shall indemnify and hold harmless District, its officers, directors, employees and agents from and against demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from:
- (i) the use or occupancy or manner of use or occupancy of the Open Space Easement or the Hampton Parcel by Hampton or any person claiming under Hampton;
  - (ii) any activity, work or thing, done, permitted or suffered by Hampton in or about the Open Space Easement or the Hampton Parcel;
  - (iii) any acts, omissions or negligence of Hampton or any person claiming under Hampton, or the contractors, agents, employees, invitees or visitors of Hampton or any such person;
  - (iv) any breach, violation or nonperformance by Hampton or any person claiming under Hampton, or the employees, agents, contractors, invitees or visitors of Hampton, or any such person of any term, covenant or provision of this Agreement or any law, ordinance or governmental requirement of any kind; and
  - (v) any injury or damage to the person, property or business of Hampton, its employees, agents, contractors, invitees, visitors or any other person entering upon the Open Space Easement or the Hampton Parcel under the express or implied invitation of Hampton; except for any injury or damage to persons or property on the Open Space Easement or the Hampton Parcel which is proximately caused by or results proximately from the negligence or deliberate act of District or its employees or agents.
- (b) If any action or proceeding is brought against District or its officers, directors, employees or agents by reason of any such claim for which Hampton has indemnified District, Hampton, upon notice from District, shall defend the same at Hampton's expense with counsel reasonably satisfactory to District.
- (c) Except as to acts and/or omissions of Hampton occurring prior to the conveyance of the Hampton Parcel, Hampton shall be released of any obligation of indemnification as set forth in this Section 6 upon the conveyance of the Hampton Parcel or the submission of the same to the Utah condominium act, on the condition that the grantee of the Hampton Parcel or the homeowners' association of such project, as the case

may be, shall thereafter be obligated to provide the indemnity set forth herein during the period of their ownership.

7. (a) District shall indemnify and hold harmless Hampton (including its successors), its employees or agents from and against demands, claims, causes of action, fines, penalties, damages (including consequential damages), liabilities, judgments, and expenses (including, without limitation, attorneys' fees) incurred in connection with or arising from:

- (i) the use or occupancy or manner of use or occupancy of the Waste Water Easement (sometimes herein referred to as the "District Easements") by District or any person claiming under District;
- (ii) any activity, work or thing, done by District in or about the District Easements;
- (iii) any acts, omissions or negligence of District or any person claiming under District, or the contractors, agents, employees, invitees or visitors of District or any such person;
- (iv) any breach, violation or nonperformance by District or any person claiming under District, or the employees, agents, contractors, invitees or visitors of District, or any such person of any term, covenant or provision of this Agreement or any law, ordinance or governmental requirement of any kind; and
- (v) any injury or damage to the person, property or business of Hampton, its employees, agents, contractors, invitees, visitors or any other person entering upon the District Easements under the express or implied invitation of District; except for any injury or damage to persons or property on the District Easements which is proximately caused by or results proximately from the negligence or deliberate act of Hampton or its employees or agents.

(b) If any action or proceeding is brought against Hampton, its employees or agents by reason of any such claim for which District has indemnified Hampton, District, upon notice from Hampton, shall defend the same at District's expense with counsel reasonably satisfactory to Hampton.

(c) Upon the conveyance of the Hampton Parcel by Hampton or its successor, the obligations of District to indemnify as provided herein shall extend to the Owner(s) of the Hampton Parcel.

8. All notices to be given hereunder shall be deemed to have been given when given (a) in writing and personally served upon the party to whom the notice is directed, or (b) by depositing the same in the United



States mail, postage prepaid, registered or certified mail, and addressed to the party at such party's mailing address as herein set forth. Notice shall be deemed to be effective upon such personal service, or if given by mail, 48 hours after deposit in the United States mail.

Hampton: Hampton Development Co., LLC  
2196 W. 348 E. Hampton Ct.  
Salt Lake City, Utah 84125

District: Salt Lake County Water Conservancy District  
8215 South 1300 West  
P. O. Box 70  
West Jordan, UT 84084-0070

with copy to: Reid E. Lewis  
Salt Lake County Water Conservancy District  
8215 South 1300 West  
P. O. Box 70  
West Jordan, UT 84084-0070

It is understood that each party may change the address to which notices may be sent by giving a written notice of such change to the other party hereto in the manner herein provided.

9. Notwithstanding any provision of this Agreement to the contrary, District's liability to Hampton and third persons shall not exceed that imposed upon the District by the Utah Governmental Immunity Act, Utah Code Ann. (1953) §§ 63-30-1 et seq.

10. This Agreement may be amended only by written instrument executed by all parties.

11. All of the grants, covenants, terms, provisions and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors, assigns, heirs, executors and administrators of the parties.

12. District may assign this Agreement, any of its rights under this Agreement, and the right-of-way and/or easements granted it by this Agreement, but only to municipal governments or other water companies.

13. Except with respect to the Real Estate Purchase Agreement entered into by and between Hampton and District relative to the District Parcel (including the documents anticipated thereby), this Agreement, including exhibits, constitutes the entire agreement of the parties with respect to the subject matter

hereof and supersedes all prior understandings, representations or agreements of the parties regarding the subject matter in this document.

14. Each individual executing this Agreement does thereby represent and warrant to each other so signing (and each other entity for which another person may be signing) that he or she has been duly authorized to sign this Agreement in the capacity and for the entities set forth where he or she signs.

15. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

16. This Agreement shall be recorded in the offices of the Salt Lake County Recorder.

Dated: 1-16-97

Hampton:

HAMPTON DEVELOPMENT CO., LLC, a Utah limited liability company

By: [Signature] member  
Michael B. Snow, Manager

Dated: 1-16-97

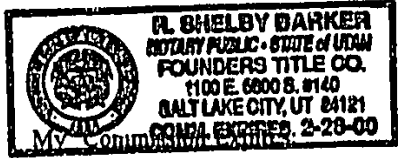
District:

SALT LAKE COUNTY WATER CONSERVANCY DISTRICT

By: [Signature]  
Its Vice President

STATE OF UTAH )  
 : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of January 1997, by Michael B. Snow as President of Haupten Development Co.

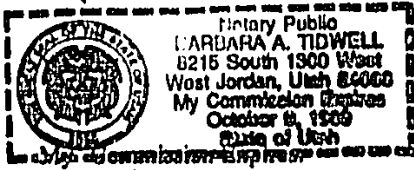


*R. Shelby Barker*  
NOTARY PUBLIC  
Residing at: Taylorville, UT

2-28-00

STATE OF UTAH )  
 : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 10th day of January 1997, by Gary Swenson as Vice President of the Salt Lake County Water Conservancy District.



*Barbara A. Tidwell*  
NOTARY PUBLIC  
Residing at: St. George, Utah

October 9, 1999

EXHIBIT "A"  
(HAMPTON PARCEL)

SEE ATTACHED LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR EAST HAMPTON CONDOMINIUM

Parcel 1

Beginning at a point which is 21.338 feet North and 788.469 feet West from the Southeast corner of Lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00 Degrees 01 Minutes 28 Seconds East, a distance of 53.000 feet and South 89 Degrees 54 Minutes 10 Seconds East, a distance of 35.000 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street and running thence North 00 Degrees 01 Minutes 28 Seconds East, along the east right of way line of 1100 East Street, a distance of 113.176 feet; thence East, a distance of 282.940 feet, thence South, a distance of 113.656 feet; thence North 89 Degrees 54 Minutes 10 Seconds West along the North right of way line of 4500 South Street, a distance of 282.989 feet to the point of beginning.

Containing 32,093 square feet or 0.737 acres.

Parcel 2

Beginning at a point which is 209.835 feet North and 505.480 feet West from the Southeast corner of Lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00 Degrees 01 Minutes 28 Seconds East, a distance of 53.000 feet and South 89 Degrees 54 Minutes 10 Seconds East, a distance of 317.989 feet and North, a distance of 188.977 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street and running thence N 89 Degrees 54 Minutes 45 Seconds East along the South boundary of Mandalay Terrace No. 4 Subdivision, a distance of 84,209 feet; thence North 00 Degrees 05 Minutes 15 Seconds West along the East boundary of said subdivision, a distance of 51.514 feet; thence East, a distance of 96.815 feet; thence South 00 Degrees 06 Minutes 20 Seconds West, a distance of 183,490 feet; thence West, a distance of 85.731 feet; thence North, a distance of 30.963 feet; thence West, a distance of 94.877 feet; thence North; a distance of 100.885 feet to the point of beginning.

Containing 25,892 square feet or 0.594 acres.

Parcel 3

Beginning at a point which is 261.477 feet North and 421.351 feet West from the Southeast corner of Lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00 Degrees 01 Minutes 28 Seconds East, a distance of 53.000 feet and South 89 Degrees 54 Minutes 10 Seconds East, a distance of 35.000 feet and North 00 Degrees 01 Minutes 28 Seconds, a distance of 188.065 feet and North 89 Degrees 54 Minutes 45 Seconds East, a distance of 367.117 feet and North 00 Degrees 05

Minutes 15 Seconds, a distance of 51.514 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street and running thence North 00 Degrees 05 Minutes 15 Seconds West along the East boundary of Mandalay Terrace No. 4 Subdivision, a distance of 220.386 feet; thence North 89 Degrees 54 Minutes 45 Seconds East along the South boundary of Mandalay Terrace No. 3 Subdivision, a distance of 97.558 feet; thence South 00 Degrees 06 Minutes 20 Seconds West, a distance of 220.535 feet; thence West, a distance of 96.815 feet to the point of beginning.

Containing 21,426 square feet or 0.492 acres.

Parcel 4

Beginning at a point which is 209.403 feet North and 788.389 feet West from the Southeast corner of Lot 2, Block 3, Ten-Acre Plat "A", Big Field Survey, more particularly described as being North 00 Degrees 01 Minutes 28 Seconds East, a distance of 53.000 feet and South 89 Degrees 54 Minutes 10 Seconds East, a distance of 35.000 feet and North 00 Degrees 01 Minutes 28 Seconds, a distance of 113,176 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street and running thence North 00 Degrees 01 Minutes 28 Seconds East along the east right of way line of 1100 East Street, a distance of 74.889 feet; thence North 89 Degrees 54 Minutes 45 Seconds East along the South boundary of Mandalay Terrace No. 4 Subdivision, a distance of 282,908 feet; thence South, a distance of 75.321 feet; thence West, a distance of 282.940 feet to the point of beginning.

Containing 21,249 square feet or 0.488 acres.

-POOR COPY-  
CO. RECORDER

EXHIBIT "B"

(DISTRICT PARCEL)

A parcel of land (District Parcel) situated in Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, in Salt Lake County, State of Utah. The land (District Parcel) being more particularly described as follows:

(LEGAL DESCRIPTION)

Salt Lake County Water Conservancy District

Beginning at a point which is 20.858 feet North and 505.480 feet West from the Southeast corner of Lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00 Degrees 01 Minutes 28 Seconds East, a distance of 53.000 feet and South 89 Degrees 54 Minutes 10 Seconds East, a distance of 317.989 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street and running thence North, a distance of 101.833 feet; thence South 89 Degrees 54 Minutes 10 Seconds East, a distance of 101.141 feet; thence South, a distance of 17.339 feet; thence South 89 Degrees 54 Minutes 10 Seconds East, a distance of 79.517 feet; thence South 00 Degrees 06 ~~Seconds~~ <sup>Minutes</sup> 20 Seconds West, a distance of 84.494 feet; thence North 89 Degrees 54 Minutes 10 Seconds West along the North right of way line of 4500 South Street, a distance of 180.502 feet to the point of beginning.

Containing 16,984 square feet or 0.390 acres.

EXHIBIT "C"  
(PROTECTION ZONE)

The well protection zone is graphically described on the sheet that follows:

Salt Lake County Water Conservancy District  
(Well Protection Zone)

The center of the 120 foot radius Well Protection Zone is located 40.858 feet North and 399.939 feet West from the Southeast corner of Lot 2, Block 3, Ten Acre Plat "A", Big Field Survey, more particularly described as being North 00 Degrees 01 Minutes 28 Seconds East, a distance of 53.000 feet and South 89 Degrees 54 Minutes 10 Seconds East, a distance of 423.528 feet from a Salt Lake County Monument at the intersection of 1100 East Street and 4500 South Street

Containing 45,239 square feet or 1.039 acres.