



ENT 153381:2020 PG 1 of 13  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2020 Oct 02 11:15 am FEE 40.00 BY MA  
RECORDED FOR DR HORTON INC

**When Recorded, Mail to:**

D.R. Horton, Inc.  
12351 South Gateway Park, Suite D-100  
Draper, UT 84020  
Attention: Robert B. Hartshorn

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**LICENSE AND EASEMENT AGREEMENT**

This LICENSE AND EASEMENT AGREEMENT (this “**Agreement**”) is made this 30 day of September, 2020, by and between CITY OF SARATOGA SPRINGS, a Utah municipal corporation (“**Licensor**”), and D.R. Horton, Inc., a Delaware corporation (“**Licensee**”). Licensor and Licensee are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

**RECITALS**

A. Licensor owns certain real property in Utah County, Utah, commonly known as Tax Parcel No. 58:036:0036 and more particularly described on attached Exhibit A (the “**Licensor Property**”).

B. Licensee owns certain real property in Utah County, Utah, commonly known as Tax Parcel No. 58:036:0119 and more particularly described on attached Exhibit B (the “**Licensee Property**”).

C. Licensee desires certain licenses and easements on, over, and across certain portions of the Licensor Property more particularly described on attached Exhibit C-1 (collectively, the “**License Area**”) for the purposes set forth in this Agreement.

D. Licensor is willing to convey such licenses and easements to Licensee, subject to and in conformance with the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

**1. Grant of License and Easement.** Licensor hereby conveys to Licensee, without warranty, the following interests: (a) a perpetual, nonexclusive easement, for the benefit of the Licensee Property (the “**Slope Easement**”), over the portion of the License Area defined in attached Exhibit C-1 as the “**Easement Area**” for the construction, installation, maintenance, use (including lateral and subjacent support), replacement, and repair of grading slopes and any related grading or retaining improvements within the Grading License Area (collectively, the “**Improvements**”) in accordance with the grading plan attached as Exhibit C-2 and the City accepted construction drawings for the Ascend at Northshore project; and (b) a perpetual, non-exclusive license (the “**Access License**”) over the portion of the License Area described in attached Exhibit C-1 as the “**License Area**” for the limited purpose of providing vehicular and pedestrian access for the construction, maintenance, and repair of the Improvements. All work shall be in strict conformance with the City’s Engineering Standards and Specifications, most recent edition, and the stamped and accepted construction drawings for the Ascend at Northshore project. Grading of the property on and adjacent to the License Area shall be completed in a manner that ensures there is no storm water

discharged onto the Licensor Property from the Licensee Property, and from the Northshore development, and from any other adjacent property.

2. **Access.** Licensee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, “**Licensee’s Agents**”) will have the right to enter upon the Easement and License Area solely for the purposes permitted by this Agreement. Licensee and Licensee’s Agents will enter upon the License Area and Easement Area at their sole risk and hazard and will enter upon the License Area and Easement Area from existing roads. Licensee hereby releases Licensor from any claims relating to the condition of the License Area, Easement Area, and Licensor Property and the entry upon the License Area, Easement Area, and Licensor Property by Licensee and Licensee’s Agents.

3. **Reservation by Licensor.** Notwithstanding anything to the contrary herein, Licensor hereby reserves the right to use the License Area and Easement Area for any use not inconsistent with Licensee’s easement and license rights and interests granted under this Agreement. Without limiting the generality of the foregoing, Licensor expressly reserves the right (i) to relocate, or require the relocation of the License Area and Easement Area at any time at Licensor’s cost and expense, provided that such relocation provides Licensee with comparable license rights and functionality and such relocation terminates the use of the Access License and Slope Easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the License Area and Easement area (or the surface of the Licensor Property above same) so long as such use does not unreasonably interfere with Licensee’s rights hereunder. Licensee hereby understands and agrees that the Slope Easement and the Access License are granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Licensor to use the License Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the rights granted hereby to Licensee.

4. **Condition of the License Area.** Licensee accepts the License Area and Easement Area and all aspects thereof in their “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other licenses, easements, rights, or other encumbrances affecting the License and Easement Area. Licensee hereby waives all warranties, express or implied, regarding the title, condition and use of the License and Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the easement and license interests are granted to Licensee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the License Area and Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, licenses, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Licensee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the License Area and Easement Area.

## 5. **Maintenance; Restoration; and Damage.**

5.1. **General Maintenance and Restoration.** Licensee, at its sole cost and expense, shall repair any damage caused by Licensee or Licensee’s Agents to the Easement Area and License Area. Licensee shall also promptly repair any damage to the Licensor Property and Licensor’s improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Licensee and/or Licensee’s Agents, and shall restore the Licensor Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Licensor

Property by Licensee and Licensee's Agents. Licensee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements (other than the Improvements), equipment or materials which it has caused to be placed upon the Licensor Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Licensee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Licensor Property which are damaged, rutted or otherwise disturbed as a result of Licensee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iv) compacting the soil after it is backfilled to a density acceptable to Licensor; (v) grading the areas in which the soils were removed and relocated; and (vi) leaving the Licensor Property in a condition which is clean, free of debris and hazards which may be caused by Licensee's activities, and subject to neither, environmental hazards, nor liens caused by Licensee's activities.

**5.2. Damage Fees.** Licensee will reimburse Licensor for any losses, liabilities or expenses due to injury of any person or property damage that results from Licensee's, or Licensee's Agents': (i) entry onto, presence upon, or work performed on the Licensor Property and/or (ii) failure to comply with any of the terms or conditions of this Agreement.

**5.3. Future Work Conducted.** Licensee will provide Licensor with at least thirty (30) days prior written notice before entering onto the Easement Area and License Area to perform any work as set forth in this Agreement and use reasonable efforts to minimize any interference or disruption to Licensor's use and occupancy of the Licensor Property.

**5.4. Hazardous Substances.** Except for motor fuels used by vehicles and construction equipment and materials and products used in constructing the Improvements, Licensee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Licensor Property. 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. Licensee agrees to immediately notify Licensor of any leaking or spillage of Hazardous Substances on the Licensor Property. Licensee shall be exclusively liable for all cleanup and remediation costs thereof.

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 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.

**6. Liens.** Licensee shall keep the Licensor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Licensee, and shall

indemnify, hold harmless and agree to defend Licensor from any liens that may be placed on the Licensor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Licensee or any of Licensee's Agents.

7. **Insurance.** Licensee will maintain in force the insurance policies and coverage set forth below. Additionally, Licensee will ensure that prior to entering onto the License Area, Easement Area, or the Licensor Property, all of Licensee's Agents and other such parties who assist with the construction of the Improvements or use of the Easement Area and License Area are either covered under the terms of Licensee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Licensor the same protections. Licensee agrees to obtain and maintain the following insurance coverages and policies:

7.1. **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Licensee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the License and Easement Area and the ways immediately adjoining the License and Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Licensor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the License and Easement Area, the Licensor Property, and adjacent areas.

7.2. **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Licensee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

7.3. **Automobile Insurance.** Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

7.4. **Waiver.** Licensee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Licensor for any loss or damage with respect to the Licensor Property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

8. **Compliance with Laws.** Licensee will comply with all 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, relating to Licensee's construction of the Improvements and use of the License and Easement Area.

9. **Indemnification.** Licensee shall indemnify, release and defend, with counsel of Licensor's choice, and hold Licensor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "Claims", or a "Claim") from or by any unaffiliated third party, Licensee, and/or Licensee's Agents, arising

from or relating to (i) any use of the License and Easement Area, Licensor Property, and/or adjacent areas by Licensee or Licensee's Agents, (ii) any act or omission of Licensee or any of Licensee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Licensee or Licensee's Agents and its or their property on the License and Easement Area, Licensor Property, and/or adjacent areas, (iv) any violation or alleged violation by Licensee or Licensee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Licensee to maintain the License and Easement Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or Licensee's Agents on or about the License and Easement Area, the Licensor Property, and/or adjacent areas, (vii) any breach by Licensee of its obligations under this Agreement, and (viii) any enforcement by Licensor of any provision of this Agreement and any cost of removing Licensee or Licensee's Agents or its or their property or equipment from the License and Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Licensee, as a material part of the consideration of this Agreement, waives all claims or demands against Licensor and the other Indemnitees for any such loss, damage, or injury of Licensee or Licensee's property. The indemnity provided by Licensee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

**10. Termination and Remedies.** Licensee may elect to terminate its use of the Easement and License Area and this Agreement at any time upon providing written notice to Licensor of the same. If Licensee breaches of any of its obligations under this Agreement, Licensee shall cure such breach within fifteen (15) business days after such notice is given and thereafter shall diligently prosecute such cure; provided, however, that such 15 business day period may be extended for up to three (3) additional 15 business day periods to the extent reasonably necessary to complete such cure so long as the cure was commenced within the initial 15-day period. If Licensee remains in default of this Agreement after all applicable cure periods hereunder, Licensor shall have the right to pursue all remedies available at law or equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction; provided, however, that the Slope Easement shall not terminate by reason of Licensee's default for any reason. . All remedies provided herein or by law or equity shall be cumulative and not exclusive. No termination or expiration of this Agreement shall relieve Licensee of its obligations to perform those acts required to be performed either prior to or after its termination.

**11. Run with the Land/Successors.** The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

**12. Attorneys' Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

**13. Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when present personally or by depositing the same in the United States mail by registered or certified mail, addressed as follows:

LICENSOR:	City of Saratoga Springs Attn: City Engineer 1307 N. Commerce Drive Suite 200
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Saratoga Springs, UT 84045  
 jlapin@saratogaspringscity.com

WITH A COPY TO:

City of Saratoga Springs  
 Attn: City Attorney  
 1307 N. Commerce Drive  
 Suite 200  
 Saratoga Springs, UT 84045  
 kthurman@saratogaspringscity.com

LICENSEE:

D.R. Horton, Inc.  
 Attn: Robert B. Hartshorn, Division Counsel  
 12351 S. Gateway Park Place #D100  
 Draper, Utah 84020

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

**14. No Prescriptive Easement.** The Licensor Property is and shall at all times remain the private property of Licensor. The use of the Licensor Property is permissive and shall be limited to the express purposes contained herein by Licensee. Neither Licensee, nor its successors or assigns, shall acquire nor be entitled to claim or assert any rights to the Licensor Property beyond the express terms and conditions of this Agreement.

**15. Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

**16. Miscellaneous.** This Agreement (including all attached Exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Licensor. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the Agreement or any earlier draft of the same. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all

purposes as an original of the Agreement to the maximum extent permitted by law, and no party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

LICENSOR:

CITY OF SARATOGA SPRINGS, a Utah municipal corporation

By: *Mark Christensen*

Name (Print): MARK CHRISTENSEN

Its: CITY MANAGER

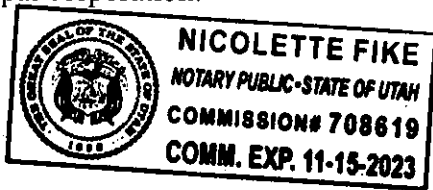


ATTEST:

*Nicolette Fike*  
City Recorder, *Nicolette*

STATE OF UTAH )  
  )  
COUNTY OF UTAH )

This instrument was acknowledged before me on Sept. 30, 2020, by Mark Christensen as City Manager of City of Saratoga Springs, a Utah municipal corporation.



*Nicolette Fike*  
NOTARY PUBLIC

~~STATE OF UTAH )  
  )  
COUNTY OF \_\_\_\_\_ )~~

~~This instrument was acknowledged before me on \_\_\_\_\_, 2020, by \_\_\_\_\_ as City Recorder of City of Saratoga Springs, a Utah municipal corporation.~~

~~\_\_\_\_\_  
NOTARY PUBLIC~~



LICENSEE:

D.R. HORTON, INC., a Delaware corporation

By: *Adam R. Loser*  
Name: *Adam R. Loser*  
Title: *Vice President*

STATE OF UTAH )  
COUNTY OF *Salt Lake* )

This instrument was acknowledged before me on *September 30* 2020, by *Adam R. Loser*, as *Vice President* of D.R. Horton, Inc., a Delaware corporation.

*Krisel P. Travis*  
NOTARY PUBLIC



**Exhibit A**

(Legal description of Licensor Property)

**Exhibit 'A'**

**Legal Description**

**File No: 18664**

Commencing at a point West 1325.94 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°43'24" West 1327.00 feet; thence South 00°09'32" East 825.70 feet; thence North 89°49'19" East 331.56 feet; thence South 00°22'59" East 796.69 feet; thence South 89°57'17" East 330.83 feet; thence North 00°14'23" West 798.84 feet; thence North 89°30'19" East 663.53 feet; thence North 00°13'14" West 823.45 feet to the point of beginning.

**Serial No. 58-036-0036**

**SITUATE IN UTAH COUNTY**

**Exhibit B**

(Legal description of Licensee Property)

**NORTHSHORE PHASE 2 PLAT 2F**

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1029.63 FEET AND WEST 1186.20 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 180.36 FEET; THENCE ALONG THE ARC OF A 840.00 FOOT RADIUS CURVE TO THE LEFT 390.62 FEET THROUGH A CENTRAL ANGLE OF 26°38'38" (CHORD: S76°40'41"W 387.11 FEET); THENCE S63°21'22"W 206.97 FEET; THENCE N26°38'38"W 136.99 FEET; THENCE N0°14'29"W 602.38 FEET; THENCE N89°45'45"E 98.97 FEET; THENCE S0°14'14"E 7.44 FEET; THENCE ALONG THE ARC OF A 13.50 FOOT RADIUS CURVE TO THE LEFT 21.18 FEET THROUGH A CENTRAL ANGLE OF 89°54'30" (CHORD: S45°11'29"E 19.08 FEET); THENCE N89°51'16"E 551.11 FEET; THENCE S0°10'28"E 59.00 FEET; THENCE N89°51'16"E 69.70 FEET; THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 36.75 FEET THROUGH A CENTRAL ANGLE OF 35°05'48" (CHORD: S72°35'50"E 36.18 FEET); THENCE ALONG THE ARC OF A 98.50 FOOT RADIUS CURVE TO THE RIGHT 17.18 FEET THROUGH A CENTRAL ANGLE OF 9°59'39" (CHORD: S50°03'06"E 17.16 FEET); THENCE S45°03'16"E 7.12 FEET; THENCE ALONG THE ARC OF A 98.50 FOOT RADIUS CURVE TO THE RIGHT 6.30 FEET THROUGH A CENTRAL ANGLE OF 3°39'43" (CHORD: S43°13'25"E 6.29 FEET); THENCE ALONG THE ARC OF A 60.00 FOOT RADIUS CURVE TO THE RIGHT 43.27 FEET THROUGH A CENTRAL ANGLE OF 41°19'25" (CHORD: S20°43'50"E 42.34 FEET); THENCE S0°04'08"E 393.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±10.49 ACRES

Exhibit C-1

(Legal Description of License Area)

Easement Area

A 13 FOOT WIDE AREA, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1023.27 FEET AND WEST 1989.92 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'17"W 13.00 FEET; THENCE N0°14'29"W 569.97 FEET; THENCE N37°13'43"E 21.37 FEET; THENCE S0°14'29"E 586.99 FEET TO THE POINT OF BEGINNING.

CONTAINS: 7,520 SQ. FT.

License Area

A 10 FOOT WIDE AREA, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED N0°10'34"W ALONG THE SECTION LINE 1023.28 FEET AND WEST 2002.92 FEET FROM THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°57'17"W 10.00 FEET; THENCE N0°14'29"W 573.31 FEET; THENCE N37°13'43"E 37.81 FEET; THENCE S0°14'29"E 16.44 FEET; THENCE S37°13'43"W 21.37 FEET; THENCE S0°14'29"E 569.97 FEET TO THE POINT OF BEGINNING.

CONTAINS: 6,012 SQ. FT.

**Exhibit C-2**  
(Grading Plan)

