

WHEN RECORDED RETURN TO:  
Highland City  
5378 N. 10400 N.  
Highland, UT 84003

ENT 140665:2003 PG 1 of 15  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2003 Aug 27 2:16 pm FEE 0.00 BY SFS  
RECORDED FOR HIGHLAND CITY

## EASEMENT

This EASEMENT (the "Easement") is made as of this 18<sup>th</sup> day of August, 2003, by Sunset Mountain Properties Limited Partnership (collectively "Grantor"), as the owner of fee title to a parcel comprising approximately 26.6 acres and more particularly described on Exhibit A attached hereto as Parcel 1 (the "Grantor Property"), for the benefit of Highland City, a Utah municipal corporation.

In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

- I. Road Easements. Contemporaneously with the execution of this Agreement, Grantor has executed a Deed of Dedication (the "Deed") in the form attached hereto as Exhibit B conveying to Highland City real property upon which it, in conjunction with DAE/Westbrook, L.L.C., a Delaware limited liability company ("SunCrest"), shall construct or cause to be constructed a public road, with its accompanying utility lines, including but not limited to water, sewer, drainage, etc., connecting the SunCrest community as set forth above to State Road U-92 (the "Road").
  - (a) Temporary Construction Easement. During the period of construction of the Road, Highland City, its successors and assigns, and their respective agents and contractors, shall have and are hereby granted the non-exclusive right (the "Road Construction Easement") to enter upon and use the portion of the Grantor Property more particularly described on Exhibit C-1 attached hereto (the "Road Construction Easement Property") to enable them to gain access to the Road and for the purpose of constructing the Road and other utility lines, including but not limited to water, sewer, drainage, etc.
  - (b) Slope Easement. Grantor hereby grants, bargains, sells and conveys to Highland City, its successors, assigns, transferees, and others claiming by, through or under them, a permanent, non-exclusive easement (the "Slope Easement") on, over and across the portion of the Grantor Property more particularly described on Exhibit C-2 attached hereto (collectively the "Slope Easement Property"). The Slope Easement granted in this subparagraph (b) is for the purpose of constructing and thereafter maintaining and restoring slopes, cuts and fills (the "Slope Improvements") on, over and across the Slope Easement Property in accordance with grading plans to be prepared by SunCrest and approved by such governmental agencies as shall have jurisdiction over the same (the "Approved Sloped Plans"). The Slope Easement shall be deemed to

be appurtenant to the Road and shall be deemed to have been granted for the benefit of any and all persons from time to time using the Road. During the period of construction of the Slope Improvements, Highland City, its successors and assigns, and their respective agents and contractors, shall have the non-exclusive right to enter upon and use the portion of the Grantor Property located within twenty (20) feet of the boundaries of the Slope Easement Property (the "Construction Slope Easement Property") to enable them to gain access to the Slope Easement Property and for the purpose of constructing the Slope Improvements.

- (c) Detention and Conveyance Easement. Grantor hereby grants, bargains, sells, and conveys to Highland City, its successors, assigns and transferees, and others claiming by, through or under them, a permanent, exclusive easement (the "Detention Easement") on, over and across the portion of the Grantor Property more particularly described on Exhibit C-3 attached hereto (the "Detention Easement Property"). The Detention Easement granted by this Agreement is for the purpose of constructing and thereafter operating, maintaining and restoring a stormwater detention and/or retention basin and related stormwater conveyance facilities as required by applicable State and Federal law (the "Detention Improvements" and, together with the Slope Improvements, collectively the "Improvements") on, over, under and across the Detention Easement Property in accordance with engineering plans to be prepared by SunCrest and/or other utilities or governmental entities and approved by such governmental agencies as shall have jurisdiction over the same (the "Approved Detention Plans"). The Detention Improvements are required to enable the construction and use of the Road and other utilities, and are appurtenant to the Road and shall be deemed to have been granted for the benefit of any and all persons from time to time using the Road. During the period of construction of the Detention Improvements, Highland City, its successors and assigns, and their respective agents and contractors, shall have the non-exclusive right to enter upon and use the portion of the Grantor Property located within twenty (20) feet of the boundaries of the Detention Easement Property (the "Construction Detention Easement Property") to enable them to gain access to the Detention Easement Property and for the purpose of constructing the Detention Improvements.

2. Affected Property. Highland City agrees that after it has completed construction of the Road, the Slope Improvements and the Detention Improvements, it will, at Highland City's sole cost and expense, resurface, level, grade, vegetate and revegetate the affected property in accordance with the various approved plans.

3. Grantor Title. Grantor hereby covenants and agrees that it has good title to each and all of the properties over which easements are granted pursuant to the foregoing paragraph 1 (all such properties collectively the "Easement Property"; and all such easements collectively the "Easements"), that the Easement Property crosses the Grantor Property without any gaps or gores, and that it has good and lawful right to grant the Easements granted herein, and Grantor hereby warrants title to the Easement Property against all persons claiming by, through or under Grantor, subject to easements, covenants, conditions and restrictions of record affecting the Easement Property and duly recorded in the real property records of Utah County, Utah.

4. Indemnity. Highland City agrees to indemnify, defend and hold Grantor, its assignees and affiliates harmless from and against all claims (including, without limitation, personal injury and property damage claims), suits, judgments, settlements or demands, including reasonable attorney's fees, arising from the negligent acts or omissions or the willful misconduct of Highland City, its contractors, agents, employees, successors and assigns, in constructing the Improvements and in vegetating and revegetating the surface of the Easement Property as herein required.

5. Insurance. Highland City shall cause Grantor to be an additional named insured on a comprehensive general liability insurance policy maintained by Highland City and/or its related entities in the event of and during the period of Highland City's construction of the Road and the Improvements. Highland City will provide an original certificate of insurance showing proof of this coverage to Grantor promptly upon request.

6. Termination of Certain Obligations. The Road Construction Easement, and Highland City's obligations pursuant to the preceding paragraphs 5 and 6, shall be deemed to have terminated and to be of no further force or effect at such time as the Road shall be dedicated by SunCrest to any governmental entity(ies).

7. Obligations Run With the Land. This Agreement shall be binding upon Grantor, its successors, assigns and transferees, and shall inure to the benefit of Highland City, its successors, assigns and transferees, and shall run with the land.

8. Notices. All notices hereunder shall be deemed to have been duly given if personally served or sent by overnight express mail or courier service to the other parties hereto at their addresses first set forth above and shall be complete upon receipt or refusal to accept delivery as indicated in the return receipt or in the receipt of such express mail or courier service.

If to Grantor:  
Sunset Mountain Properties Limited Partnership  
11009 N. 6400 West

Highland, UT 84003  
Facsimile: 801-\_\_\_\_\_

If to Highland City:

Barry Edwards  
HIGHLAND CITY  
5378 West 10400 North  
Highland, Utah 84003

With copies to SunCrest:

Edward L. Grampp, Jr.  
Vice President  
Terrabrook  
2021 East Village Green Circle  
Draper, Utah 84020  
Facsimile: 801-571-9104

Monty Watson, Esq.  
Assistant General Counsel  
Terrabrook  
3030 LBJ Freeway  
LB6 Suite 1500  
Dallas, Texas 75234  
Facsimile: 972-443-6190

Michael F. Jones  
Bruce R. Baird  
Baird & Jones LC  
201 South Main Street, Suite 900  
Salt Lake City, Utah 84111-2215  
Facsimile: 801-328-1444

Any notice which is personally served shall be effective upon the date of service; any notice given by U.S. Mail shall be deemed effectively given, if deposited in the United States Mail, registered or certified with return receipt requested, postage prepaid and addressed as provided above, on the date of receipt, refusal or non-delivery indicated on the return receipt.

Alternatively, any Party may send notices by facsimile or by a nationally recognized overnight courier service which provides written proof of delivery (such as U.P.S. or Federal Express). Any notice sent by Facsimile shall be effective upon confirmation of receipt in legible form, and any notice sent by a nationally recognized overnight courier shall be effective on the date of

delivery to the Party at its address specified above as set forth in the courier's delivery receipt. Any Party may, by notice to the others from time to time in the manner herein provided, specify a different address for notice purposes (other than the copies to SunCrest, which may only be changed by SunCrest).

9. Attorneys' Fees. In the event any party hereto commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party or parties to be fixed by the court in such action.

10. Further Assurances. Grantor agrees to execute and deliver such other and further documents and to take such other and further action as may from time to time reasonably be requested by Highland City to effectuate the purposes of this Agreement.

11. Authority. The individuals who have signed this Agreement represent and warrant that they are duly authorized to execute this Agreement, in either their individual or representative capacity as indicated, and that this Agreement is enforceable according to its terms.

IN WITNESS WHEREOF, Grantor and Highland City have caused their names to be hereunto affixed by their duly authorized officers, or personally signed the same, as the case may be, as of the day and date first set forth above.

**"GRANTOR":**  
Sunset Mountain Properties Limited Partnership

By: \_\_\_\_\_

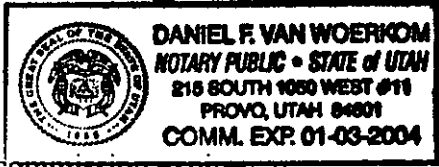
**HIGHLAND CITY:**

\_\_\_\_\_  
Mayor, *Jess Adam*

STATE OF UTAH )

COUNTY OF Utah )  
: SS.

On the 18<sup>th</sup> day of August, 2003, the foregoing instrument was acknowledged before me by James F. Patterson.



[Signature]  
Notary Public

My commission expires:

1/3/04

My residence is:

2155 1050w #11 Provo UT 84601

STATE OF UTAH )

COUNTY OF UTAH )  
: SS.

On the 26<sup>th</sup> day of August, 2003, the foregoing instrument was acknowledged before me by Jess Adams as the mayor of Highland City, a Utah municipal corporation.

[Signature]  
Notary Public

My commission expires:

9/17/06

My residence is:

Highland, UT

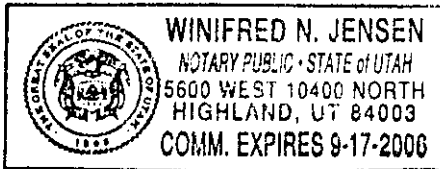


Exhibit ALegal Description for Grantor Property

(Parcel B)

BEGINNING at a point North 89° 56'31" West, 426.73 feet from the South Quarter Corner of Section 27 Township 4 South, Range 1 East, Salt Lake Base & Meridian and running thence North 24° 19'21" West 412.10 feet, thence Northerly 195.96 feet along the arc of a 398.77 foot radius curve to the right (chord bears North 10° 14'41" West 193.99 feet); thence North 03° 50'00" East 762.32 feet to the south 40 acre line, thence North 89° 51'49" East 581.30 feet along said 40 acre line to the North South Quarter Section Line of Section 27, thence South 0° 03'21" West 1328.86 feet to the South Quarter Corner of said Section 27, thence South 0° 04'51" East 1217.49 feet along the North South Quarter section line of Section 34 to the north line of State Highway 80, thence South 89° 43'13" West 137.44 feet and South 72° 05'54" West 63.15 feet along said north line of Highway 80, thence North 09° 40'00" West 1183.66 feet, thence North 24° 19'21" West 78.08 feet to the POINT OF BEGINNING.

**Exhibit B**  
**Form of Deed – Sunset Mountain Properties Limited Partnership**

WHEN RECORDED MAIL TO:

Barry Edwards  
Highland City  
5378 West 10400 North  
Highland, Utah 84003

**DEED OF DEDICATION**

The undersigned, Grantor and dedicator, for the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, hereby conveys and warrants, against all claiming by, through or under Grantor, to HIGHLAND CITY, of 5378 West 10400 North Highland, Utah 84003, Grantee, to have and to hold for the public use forever as a public street and utility right of way, the real property more particularly described on Exhibit "A" attached hereto and made a part hereof by this reference.

WITNESS the hand of said Grantor and dedicator, this \_\_\_\_ day of May, 2003.

Sunset Mountain Properties Limited Partnership

By: \_\_\_\_\_

STATE OF UTAH            )  
  :ss.  
COUNTY OF UTAH        )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2003, personally appeared before me \_\_\_\_\_, the signer of the within instrument, who duly acknowledged before me that he/she executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at:  
\_\_\_\_\_



Exhibit ALegal Description for Dedicated Property

A parcel of land for the purpose of a road, located in the Southwest Quarter of Section 27 and in the Northwest Quarter of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at a 3" Utah County brass cap monument (1958) marking the South Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°03'14" East 5314.913 feet from said south quarter corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of said Section 27); thence North 00°03'14" East 174.721 feet along the quarter section line and along the east line of the Sunset Mountain Properties Limited Partnership parcel, recorded as Entry No. 103609:2000 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence along a non-tangent curve to the left having a radius of 618.000 feet, whose center bears South 36°13'25" East (chord bears South 21°29'35" West 660.159 feet) for an arc distance of 696.429 feet; thence South 10°47'26" East 285.875 feet; thence North 79°12'34" East 1.000 feet; thence South 10°47'26" East 383.171 feet; thence along a curve to the right having a radius of 1048.000 feet, with a central angle of 06°41'55" (chord bears South 07°26'28" East 122.457) for an arc distance of 122.527 feet to a point on the southerly boundary of said Sunset Mountain Properties Limited Partnership parcel and on the northerly right-of-way line of State Road No. 92; thence South 89°43'06" West 36.070 feet along said southerly boundary and said northerly right-of-way line; thence South 72°05'47" West 51.552 feet along said southerly boundary and said northerly right-of-way line; thence along a non-tangent curve to the left having a radius of 962.000 feet, whose center bears South 86°29'54" West (chord bears North 07°08'45" West 122.300 feet) for an arc distance of 122.383 feet; thence North 10°47'26" West 383.171 feet; thence North 79°12'34" East 1.000 feet; thence North 10°47'26" West 285.875 feet; thence along a curve to the right having a radius of 702.000 feet, with a central angle of 66°21'43" (chord bears North 22°23'26" East 768.389 feet) for an arc distance of 813.081 feet; thence North 55°34'17" East 38.545 feet to the quarter section line and to the east boundary of said Sunset Mountain Properties Limited Partnership parcel; thence South 00°03'14" West 102.273 feet along said quarter section line and said east boundary to the POINT OF BEGINNING.

Exhibit C-1*[ Legal Description of Road Construction Easement Property ]*

Two parcels of land for the purpose of temporary construction easements, located in the Southwest Quarter of Section 27 and in the Northwest Quarter of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian and being more particularly described as follows:

EAST SIDE

Commencing at a 3" Utah County brass cap monument (1958) marking the South Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°03'14" East 5314.913 feet from said south quarter corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of said Section 27); thence North 00°03'14" East 145.692 feet along the quarter section line and along the east line of the Sunset Mountain Properties Limited Partnership parcel, recorded as Entry No. 103609:2000 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence South 62°53'48" West 56.893 feet; thence South 19°51'20" West 285.663 feet; thence South 82°44'46" West 45.376 feet; thence along a non-tangent curve to the left having a radius of 583.000 feet, whose center bears South 73°07'46" East (chord bears South 03°02'24" West 278.733 feet) for an arc distance of 281.458 feet; thence South 10°47'26" East 285.875 feet; thence North 79°12'34" East 1.000 feet; thence South 10°47'26" East 383.171 feet; thence along a curve to the right having a radius of 1083.000 feet, with a central angle of 06°49'19" (chord bears South 07°22'46" East 128.873 feet) for an arc distance of 128.950 feet to a point on the southerly boundary of said Sunset Mountain Properties Limited Partnership parcel and on the northerly right-of-way line of State Road No. 92; thence South 89°43'06" West 28.325 feet along said southerly boundary and said northerly right-of-way line; thence North 08°45'25" West 70.291 feet; thence North 50°12'50" East 24.484 feet; thence North 07°17'57" West 56.413 feet; thence North 75°43'42" West 25.422 feet; thence North 07°02'50" West 94.932 feet; thence North 35°22'54" East 17.020 feet; thence North 08°35'23" West 23.994 feet; thence North 41°39'37" West 34.412 feet; thence North 06°12'51" West 86.906 feet; thence North 16°57'00" West 76.986 feet; thence North 00°31'51" East 96.696 feet; thence North 29°05'15" West 67.335 feet; thence North 09°42'25" West 159.257 feet; thence North 03°48'59" East 99.358 feet; thence North 45°01'12" West 27.232 feet; thence North 06°32'19" East 102.281 feet; thence North 23°27'38" East 95.987 feet; thence South 87°47'56" East 34.967 feet; thence North 23°15'35" East 72.600 feet; thence North 15°26'16" East 75.972 feet; thence North 22°20'19" East 100.181 feet; thence North 38°47'06" East 37.902 feet; thence North 61°20'38" East 59.974 feet to the quarter section line and to the east boundary of said Sunset Mountain Properties Limited Partnership parcel; thence South 00°03'14" West 11.402 feet along said quarter section line and said east boundary to the POINT OF BEGINNING.

WEST SIDE

Commencing at a 3" Utah County brass cap monument (1958) marking the South Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°03'14" East 5314.913 feet from said south quarter corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of said Section 27); thence North 00°03'14" East 302.540 feet along the quarter section line and along the east line of the Sunset Mountain Properties Limited Partnership parcel, recorded as Entry No. 103609:2000 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence South 47°26'51" West 182.599 feet; thence South 68°34'45" West 47.686 feet; thence South 40°17'02" West 170.222 feet; thence South 07°51'24" West 75.956 feet; thence South 16°33'46" West 125.890 feet; thence South 06°25'57" West 115.876 feet; thence South 00°18'18" East 67.281 feet to a point on the westerly boundary of said Sunset Mountain Properties Limited Partnership parcel; thence North 09°40'07" West 61.462 feet along said westerly boundary; thence North 06°58'56" East 301.182 feet; thence North 41°01'54" East 208.181 feet; thence North 51°50'28" East 235.172 feet to the quarter section line and to the east boundary of said Sunset Mountain Properties Limited Partnership parcel; thence South 00°03'14" West 12.787 feet along said quarter section line and said east boundary to the POINT OF BEGINNING.

Exhibit C-2*[ Legal Description of Slope Easement Property ]*

Two parcels of land for the purpose of slope easements, located in the Southwest Quarter of Section 27 and in the Northwest Quarter of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian and being more particularly described as follows:

EAST SIDE

Commencing at a 3" Utah County brass cap monument (1958) marking the South Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°03'14" East 5314.913 feet from said south quarter corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of said Section 27); thence North 00°03'14" East 157.093 feet along the quarter section line and along the east line of the Sunset Mountain Properties Limited Partnership parcel, recorded as Entry No. 103609:2000 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence South 61°20'38" West 59.974 feet; thence South 38°47'06" West 37.902 feet; thence South 22°20'19" West 100.181 feet; thence South 15°26'16" West 75.972 feet; thence South 23°15'35" West 72.600 feet; thence North 87°47'56" West 34.967 feet; thence South 23°27'38" West 95.987 feet; thence South 06°32'19" West 102.281 feet; thence South 45°01'12" East 27.232 feet; thence South 03°48'59" West 99.358 feet; thence South 09°42'25" East 159.257 feet; thence South 29°05'15" East 67.335 feet; thence South 00°31'51" West 96.696 feet; thence South 16°57'00" East 76.986 feet; thence South 06°12'51" East 86.906 feet; thence South 41°39'37" East 34.412 feet; thence South 08°35'23" East 23.994 feet; thence South 35°22'54" West 17.020 feet; thence South 07°02'50" East 94.932 feet; thence South 75°43'42" East 25.422 feet; thence South 07°17'57" East 56.413 feet; thence South 50°12'50" West 24.484 feet; thence South 08°45'25" East 70.291 feet to a point on the southerly boundary of said Sunset Mountain Properties Limited Partnership parcel and on the northerly right-of-way line of State Road No. 92; thence South 89°43'06" West 6.750 feet along said southerly boundary and said northerly right-of-way line; thence along a non-tangent curve to the left having a radius of 1048.000 feet, whose center bears South 85°54'29" West (chord bears North 07°26'28" West 122.457 feet) for an arc distance of 122.527 feet; thence North 10°47'26" West 383.171 feet; thence South 79°12'34" West 1.000 feet; thence North 10°47'26" West 285.875 feet; thence along a curve to the right having a radius of 618.000 feet, with a central angle of 64°34'01" (chord bears North 21°29'35" East 660.159 feet) for an arc distance of 696.429 feet; to the quarter section line and to the east boundary of said Sunset Mountain Properties Limited Partnership parcel; thence South 00°03'14" West 17.628 feet along said quarter section line and said east boundary to the POINT OF BEGINNING.

WEST SIDE

Commencing at a 3" Utah County brass cap monument (1958) marking the South Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being

North 00°03'14" East 5314.913 feet from said south quarter corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of said Section 27); thence North 00°03'14" East 276.994 feet along the quarter section line and along the east line of the Sunset Mountain Properties Limited Partnership parcel, recorded as Entry No. 103609:2000 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence South 55°34'17" West 38.545 feet; thence along a curve to the left having a radius of 702.000 feet, with a central angle of 66°21'43" (chord bears South 22°23'26" West 768.389 feet) for an arc distance of 813.081 feet; thence South 10°47'26" East 285.875 feet; thence South 79°12'34" West 1.000 feet; thence South 10°47'26" East 383.171 feet; thence along a curve to the right having a radius of 962.000 feet, with a central angle of 07°17'20" (chord bears South 07°08'46" East 122.300 feet) for an arc distance of 122.383 feet to a point on the southerly boundary of said Sunset Mountain Properties Limited Partnership parcel and on the northerly right-of-way line of State Road No. 92; thence South 72°05'47" West 11.598 feet along said southerly boundary and said northerly right-of-way line; thence North 09°40'07" West 903.865 feet along the westerly boundary of said Sunset Mountain Properties Limited Partnership parcel; thence North 00°18'18" West 67.281 feet; thence North 06°25'57" East 115.876 feet; thence North 16°33'46" East 125.890 feet; thence North 07°51'24" East 75.956 feet; thence North 40°17'02" East 170.222 feet; thence North 68°34'45" East 47.686 feet; thence North 47°26'51" East 182.599 feet to the quarter section line and to the east boundary of said Sunset Mountain Properties Limited Partnership parcel; thence South 00°03'14" West 25.546 feet along said quarter section line and said east boundary to the POINT OF BEGINNING.

Exhibit C-3*[ Legal Description of Detention Easement Property ]*

A parcel of land for the purpose of a storm drain detention and conveyance easement, located in the Northwest Quarter of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian and being more particularly described as follows:

BEGINNING at a point on the easterly right-of-way line of SunCrest Drive, said point being South 89°57'24" West 181.15 feet along the section line and South 00°02'36" East 754.82 feet perpendicular to said section line from a 3" Utah County brass cap monument (1958) marking the North Quarter Corner of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°03'14" East 5314.913 feet from said North Quarter Corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of Section 27) and running thence North 79°12'34" East 89.57 feet; thence South 10°47'26" East 173.71 feet; thence South 79°12'34" West 89.57 feet to said easterly right-of-way line; thence along said easterly right-of-way line North 10°47'26" West 173.71 feet to the POINT OF BEGINNING.

Encompassing 15,559 square feet or 0.357 acres.

## Exhibit "A"

Commencing North 89 degrees 56'31" West 426.73 feet from the South quarter corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian; thence North 24 degrees 19'21" West 412.1 feet, along a curve to the right (Chord bears: North 10 degrees 14'41" West 193.99 feet, Radius=398.77 feet); thence North 3 degrees 50'0" East 762.32 feet; thence North 89 degrees 51'49" East 581.3 feet; thence South 0 degrees 3'21" West 1328.86 feet; thence South 0 degrees 4'51" East 1217.49 feet; thence South 89 degrees 43'13" West 137.44 feet; thence South 72 degrees 5'54" West 63.15 feet; thence North 9 degrees 40'0" West 1183.66 feet; thence North 24 degrees 19'21" West 78.08 feet to the point of beginning.

**LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:**

Two parcels of land for the purpose of a storm drain detention and conveyance easement, located in the Northwest Quarter of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian and being more particularly described as follows:

**Parcel 1:**

## North Parcel

Commencing at a 3" Utah County brass cap monument (1958) marking the North Quarter Corner of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°03'14" East 5314.913 feet from said north quarter corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of Section 27); thence South 89°57'24" West 153.32 feet along the north line of said section line; thence South 00°02'36" East 901.40 feet perpendicular to said section line to the POINT OF BEGINNING; thence North 79°12'34" East 94.57 feet; thence South 10°47'26" East 163.71 feet; thence South 79°12'34" West 94.57 feet to the easterly right-of-way line of the future SunCrest Drive; thence along said easterly right-of-way line North 10°47'26" West 163.71 feet to the POINT OF BEGINNING.

Containing 15,482 square feet or 0.355 acres.

**Parcel 2:**

## South Parcel

Commencing at a 3" Utah County brass cap monument (1958) marking the North Quarter Corner of Section 34, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°03'14" East 5314.913 feet from said north quarter corner to a 3" Utah County brass cap monument (1987) marking the North Quarter Corner of Section 27); thence South 89°57'24" West 116.01 feet along the north line of said section line; thence South 00°02'36" East 1096.83 feet perpendicular to said section line to the POINT OF BEGINNING; thence North 73°55'48" East 121.47 feet; thence South 00°04'59" East 154.20 feet to the northerly right-of-way line of State Road 92; thence along said northerly right-of-way line South 89°42'55" West 101.26 feet to the