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11/3/2016 2:19:00 PM \$21.00
Book - 10496 Pg - 1571-1576
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 6 P.

After recording, send copies to:

State of Utah, DFCM
Attn: Lee Fairbourn
450 N State Street, Ste. 4110
Salt Lake City, UT 84114

Consent and Waiver

Consent and Waiver for Remainder Property regarding Buyer's Use as Prison and Customary Associated Facilities and Uses.

Richard M. Morehouse, and Lynn D. Morehouse, each individuals (together, "Seller"), as part of the "Closing" of the transactions contemplated by that certain Purchase and Sale Agreement, dated as of September 11, 2015 (the "Purchase Agreement"), by and between Seller and State of Utah, Division of Facilities and Construction Management, a body corporate and politic of the State of Utah (the "Buyer"), hereby consent and waive as an encumbrance on the remainder property which is owned by Seller (as more particularly described in attached Exhibit "A", "Seller's Remaining Land"), any affiliate of Seller or any other entity which is owned or controlled by Seller, which is not being acquired by the Buyer, at the Closing the following: (i) the encumbrance shall run with the Seller's Remaining Land and be recorded in the office of the Salt Lake County Recorder as against Seller's Remaining Land in perpetuity, and (ii) provide that the Seller, and Seller's successors in interest, do thereby irrevocably and unconditionally consent to, and agree to waive in perpetuity any objections to, the lawful use by the State of Utah of a correctional facility of any size and nature and all customary associated facilities and uses on the property acquired by Buyer in accordance with the Purchase Agreement (as more particularly described in attached Exhibit "B", the "Subject Property"), including but not limited to the lawful associated activities of all those entering or using the Subject Property, and irrevocably waive and agree not to assert any and all claims, actions, or suits, solely related to such lawful use of such Correction Facility and any and all customary associated facilities and lawful uses as described above.

Signed: _____


RICHARD M. MOREHOUSE

Dated: _____

11/3/16

Signed: _____

LYNN D. MOREHOUSE

Dated: _____

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Signed: _____
RICHARD M. MOREHOUSE

Dated : _____

Signed:  _____
LYNN D. MOREHOUSE

Dated : 11/2/16

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
 :SS
COUNTY OF SONOMA)

On Nov. 2, 2016 before me, Marilyn J. Renna, ^{NOTARY} Public, personally appeared RICHARD M. MOREHOUSE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Marilyn J. Renna (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

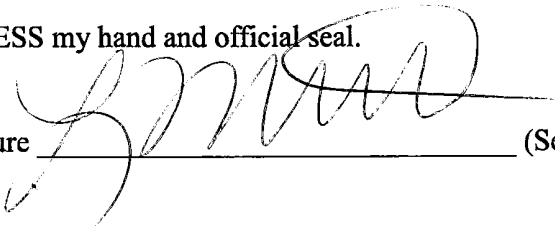
STATE OF CALIFORNIA)
 :SS
COUNTY OF SOLANO)

On Nov 2, 2016 before me, L. SHUTT, Notary Public, personally appeared LYNN D. MOREHOUSE, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Exhibit "A"

Legal Description of Seller's Remaining Land

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

The East Half and the East Half of the Southwest Quarter and the Southeast Quarter of the Northwest Quarter of Section 20, Township 1 North, Range 2 West, Salt Lake Base and Meridian.

LESS AND EXCEPTING:

A PARCEL OF LAND, BEING A PART OF AN ENTIRE TRACT, PREVIOUSLY CONVEYED IN A SPECIAL WARRANTY DEED, ENTRY NUMBER 12172387, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED WITHIN SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, SAID PARCEL OCCUPYING THE SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SAID SECTION 20, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, A SALT LAKE COUNTY BRASS CAP MONUMENT, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°18'17" WEST 1318.39 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE POINT OF BEGINNING; THENCE SOUTH 89°57'26" EAST 2637.49 FEET TO THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°17'56" WEST 1255.25 FEET ALONG SAID EAST LINE TO A POINT 25.00 FEET NORTH OF THE NORTH LINE OF AN EXISTING RIGHT OF WAY AND EASEMENT, ENTRY NUMBER 6493703, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 48°39'49" WEST 194.01 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE SOUTH 45°30'01" WEST 3260.29 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, SAID COURSE PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE 390.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 44°41'45" (CHORD BEARS SOUTH 67°50'54" WEST 380.23 FEET); THENCE NORTH 89°48'14" WEST 1147.77 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTH FROM SAID EXISTING EASEMENT, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 00°18'47" EAST 2493.47 FEET ALONG SAID LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 45°12'57" EAST 1868.86 FEET TO THE POINT OF BEGINNING.

CONTAINS: 10,867,010 S.F. / 249.47 AC +/-

APN: 07-20-200-003-0000

Exhibit "B"

Legal Description of the Subject Property

A PARCEL OF LAND, BEING A PART OF AN ENTIRE TRACT, PREVIOUSLY CONVEYED IN A SPECIAL WARRANTY DEED, ENTRY NUMBER 12172387, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE, LOCATED WITHIN SECTION 20, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, SAID PARCEL OCCUPYING THE SOUTH HALF OF THE NORTHEAST QUARTER, THE SOUTHEAST HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, AND A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SAID SECTION 20, SAID PARCEL MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 20, A SALT LAKE COUNTY BRASS CAP MONUMENT, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THENCE SOUTH 00°18'17" WEST 1318.39 FEET ALONG THE QUARTER SECTION LINE TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20 AND THE POINT OF BEGINNING; THENCE SOUTH 89°57'26" EAST 2637.49 FEET TO THE EAST LINE OF SAID SECTION 20; THENCE SOUTH 00°17'56" WEST 1255.25 FEET ALONG SAID EAST LINE TO A POINT 25.00 FEET NORTH OF THE NORTH LINE OF AN EXISTING RIGHT OF WAY AND EASEMENT, ENTRY NUMBER 6493703, AS RECORDED IN THE SALT LAKE COUNTY RECORDER'S OFFICE; THENCE SOUTH 48°39'49" WEST 194.01 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE SOUTH 45°30'01" WEST 3260.29 FEET TO THE BEGINNING OF A 500.00 FOOT RADIUS TANGENT CURVE TO THE RIGHT, SAID COURSE PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTHWESTERLY FROM SAID EXISTING EASEMENT; THENCE 390.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 44°41'45" (CHORD BEARS SOUTH 67°50'54" WEST 380.23 FEET); THENCE NORTH 89°48'14" WEST 1147.77 FEET, PARALLEL WITH AND AT A 25.00 FOOT OFFSET NORTH FROM SAID EXISTING EASEMENT, TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE SOUTHWEST QUARTER; THENCE NORTH 00°18'47" EAST 2493.47 FEET ALONG SAID LINE TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 20; THENCE NORTH 45°12'57" EAST 1868.86 FEET TO THE POINT OF BEGINNING.

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