



ENT 24289:2016 PG 1 of 17
JEFFERY SMITH
UTAH COUNTY RECORDER
 2016 Mar 23 10:22 am FEE 0.00 BY MG
 RECORDED FOR CENTRAL UTAH WATER CONSERVA

When Recorded Return To:
 Central Utah Water Conservancy District
 355 West University Parkway
 Orem, Utah 84058
 Attention: District Engineer

Parcel No. 40-470-0002 (Portion)

Above Space For Recorder's Use Only

**FOURTH
 RELEASE AND GRANT OF EASEMENTS
 (Geneva Park East, Phase 2, Lot 2)**

THIS FOURTH RELEASE AND GRANT OF EASEMENTS, is made and executed by and between **UCCELLO LLC**, a Utah limited liability company, ("*Grantor*"), and **CENTRAL UTAH WATER CONSERVANCY DISTRICT**, a political subdivision of the State of Utah, ("*Grantee*"). Grantor and Grantee are sometime referred to herein individually as a "*Party*" and collectively as the "*Parties*."

RECITALS

A. Anderson Geneva LLC and Ice Castle Retirement Fund L.L.C., (collectively, the "*Original Owners*"), pursuant to that instrument entitled Grant of Easements, dated November 19, 2008, recorded in Utah County, Utah, on November 25, 2008, under Entry No. 125484:2008 (the "*Original Grant*"), and pursuant to that instrument entitled Release and Grant of Easements, dated December 3, 2009 under Entry No. 129375:2009 (the "*Subsequent Grant*"), previously granted and conveyed to Grantee a series of easements as enumerated in the Original Grant (collectively, the "*Original Easements*"), said Original Easements being modified in their entirety by the Subsequent Grant (collectively, the "*First Relocated Easements*"). Pursuant to that certain Release and Grant of Easements, dated May 13, 2013, recorded in Utah County, Utah, on May 15, 2013, under Entry No. 47677:2013 (the "*15 May 2013 Grant*"), at the request of the Original Owners portions of the First Relocated Easements were again removed and/or relocated as described therein (the "*Second Relocated Easements*"). The First Relocated Easements and the Second Relocated Easements were obtained from the Original Owners by Grantee for use in connection with the development by Grantee of the Central Utah Water Conservancy District Water Development Project (the "*Central Water Project*"). Subsequently, the Second Restated Release and Grant of Easements were again modified and a third Release and Grant of Easements document, recorded in Utah County, Utah, on May 9, 2014, under Entry No. 31357:2014 (the "*9 May 2014 Grant*"), which document amended and restated the Second Relocated Easements (the "*Third Relocated Easements*").

B. The Third Relocated Easements, depicted as UCE-6A-2, TCE-6B-2, TCE-6C-1 and TCE-6D-2, are all situated over, under, across and through certain real property owned by Grantor, as successor-in-interest to the Original Owner, more particularly described as Geneva Park East Subdivision, Phase 2, Lot 2, in Utah County, State of Utah (the "*Grantor Property*").

C. Grantor has purchased the Grantor Property from the Original Owners, which is burdened by the Third Relocated Easements for the purpose of developing thereon a real estate development project (the "*Development Project*").

D. To facilitate Grantor's purpose in connection with its current plan for development by Grantor of its Development Project, Grantor has requested that a certain well site owned by Grantee on the Grantor Property, referred to Original Well Site 8, be moved and relocated in exchange for a new relocated well site on the Grantor Property ("*Relocated Well Site 8*").

E. Grantor has further requested of Grantee that certain of the Third Relocated Easements be removed and/or relocated, in connection with the relocation of the Relocated Well Site 8, and Grantee is willing to relocate such portions of the Third Relocated Easements as are necessary to facilitate Grantor's current plans with respect to its Development Project and at the same time accomplish Grantee's purposes in connection with its Central Water Project, all subject to and in conformance with the terms and conditions of this instrument, consistent with the intent of the Parties under the Original Grant.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

ARTICLE I RELEASE AND EXTINGUISHMENT OF CERTAIN EASEMENTS

Grantee does hereby release, re-convey and quit claim to Grantor all of Grantee's interest in and to the Third Relocated Easements, and the well protection zone easement associated with Original Well Site 8, together with all rights and privileges therein and appurtenances thereto, it being the express intention of the Grantee to permanently extinguish said easements, more particularly described as follows:

UCE-6A-2, TCE-6B-2 and TCE-6C-1, as depicted and legally described in EXHIBIT "A" hereto. All other portions of the Third Relocated Easements identified and described in the 9 May 2014 Grant, including without limitation TCE-6D-2, except as provided herein or as otherwise modified by separate written agreement of the Parties, shall remain in full force and effect pursuant to and in conformance with the terms and conditions of the 9 May 2014 Grant.

The well zone protection easement situated on, over, across and through the Grantor Property, which easement includes a separate and distinct area which extends in a 100' radius circle from the center point of Original Well Site 8 as such center point and area are more fully described and depicted in Exhibit "A" hereto.

ARTICLE II GRANT OF FOURTH RELOCATED EASEMENTS

A. GRANT OF FOURTH RELOCATED EASEMENTS. Grantor does hereby grant and convey to Grantee, and Grantee hereby accepts and agrees to be bound by, the following easements and rights of way over, under across and through the Grantor Property as more particularly described with respect to each easement (collectively, the "*Easement Property*"), which are hereby granted to replace those portions of the Third Relocated Easements released hereby (collectively, the "*Fourth Relocated Easements*"), as follows:

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Version 17 Feb 2016

1. Perpetual Utility Easement. Grantor hereby grants to Grantee a perpetual, non-exclusive easement and right of way for the sole purpose of owning, constructing, operating, maintaining, repairing, and replacing underground water transmission pipelines, and underground electrical power lines and control lines which are necessary for such water transmission pipelines, and all equipment associated therewith, including manholes, vaults (where approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed), pressure reducing equipment, valves, inspection boxes and other such equipment, depicted as "UCE- 6A-3", situated over, under, across and through the portion of the Grantor Property more particularly described in EXHIBIT "B" hereto (the "*Perpetual Replacement Utility Easement*").

2. Temporary Construction Easements. Grantor hereby grants to Grantee temporary construction easements, as necessary for the construction of water transmission pipelines, and underground electrical power lines and control lines which are necessary for such water transmission pipelines, and all equipment associated therewith, including manholes, vaults (where approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed), pressure reducing equipment, valves, inspection boxes and other such equipment, depicted as "TCE-6B-3" and "TCE-6C-2," situated over, under, across and through the portion of the Grantor Property more particularly described in Exhibit "B" (the "*Temporary Relocated Construction Easements*"). The Temporary Relocated Replacement Construction Easements shall expire upon completion of construction. The granting of the Temporary Relocated Construction Easements shall not prohibit Grantor or its assigns from constructing improvements within the rights of way of the Temporary Relocated Construction Easements, subject to the rights, restrictions, terms and conditions. Grantee shall restore any improvements situated within the area of any Temporary Relocated Construction Easements to their pre-construction condition as near as practicable.

3. Well Zone Protection Easement. The Utah Safe Drinking Water Act, Utah Code Annotated §19-4-101 *et seq.*, and Rule R309-600 *et seq.*, Source Protection: Drinking Water Source Protection For Ground-Water Sources, promulgated thereunder (the "*Source Protection Rules*"), requires that an easement or other land use agreement be obtained and recorded wherein the land surrounding a public drinking water well is protected from uncontrolled potential contamination or pollution sources, in conformance with the requirements of the Source Protection Rules. The Relocated Well Site 8 to be drilled by Grantee on well site therefore, is to be a source of public drinking water and is subject to the requirements of the Source Protection Rules. In conformance with the requirements of the Source Protection Rules, Grantor hereby grants to Grantee the following well zone protection easement:

A perpetual easement and right of way for a well protection zone in conformance with the requirements of the Source Protection Rules of the Utah Division of Drinking Water, situated on, over, across and through the Grantor Property, which easement includes a separate and distinct area which extends in a 100' radius circle from the center point of Relocated Well Site 8 as such center point and area are more fully described and depicted in Exhibit "B" hereto (the "*Well Protection Zone Easement*").

The Well Protection Zone Easement is granted subject to the following terms and conditions:

(a) The area included within the Well Protection Zone Easement may not be used for any use prohibited by existing and future provisions

of the Source Protection Rules, and other related rules, laws, or ordinances and statutes applicable to the protection of wells used in providing culinary water service to the public.

(b) Upon written request of Grantor or its assigns made to Grantee, which request will not be unreasonably denied, the area within the Well Protection Zone Easement may, however, be utilized for any purpose which is not expressly prohibited by the Source Protection Rules, including, but not limited to, roadways, parking areas, walkways, parks, trails, buildings (provided that no prohibited use occurs within the buildings), signs, structures, fences or other such improvements which may be constructed or installed within such area and which do not constitute a prohibited use, and so long as such use does not otherwise unreasonably interfere with the use of the Well Protection Zone Easement by Grantee for the purpose for which it is granted as set forth herein.

(c) Grantor hereby specifically agrees that neither it, nor its successors-in-interest, shall locate or allow the location of any pollution source, as defined in the Source Protections Rules, within the area of the Well Protection Zone Easement unless the pollution source agrees to install design standards which prevent contaminated discharges to ground water in strict conformance with the applicable requirements of the Source Protection Rules.

(d) If at any time Grantee, in its sole discretion, shall determine to abandon Relocated Well Site 8, Grantee shall terminate the Well Protection Zone Easement by recording a written notice of abandonment and termination, in form and substance satisfactory to Grantor, in the official records of the Utah County Recorder.

4. Access Easement. Owner and Central Utah acknowledge and agree that Central Utah shall have perpetual, unrestricted access, including the right of ingress and egress, to the Relocated Well Site 8 and the well thereon, using any of the roads and parking areas identified in the Town of Vineyard plat for the Development, which shall be in substantial compliance with the draft plat attached as EXHIBIT "C" hereto; however, in the event Grantee proceeds with the construction of the well on Relocated Well Site 8 prior to site development and construction of roads and parking areas in connection with the Development, then until permanent access is available over and across such roads and parking areas as described, Grantor hereby grants to Grantee a floating easement to the Relocated Well Site 8, the well thereon, and the above relocated easements on, over, across and through any portion of the Property, subject to Grantor's right to use and enjoy the Property for the Development, but only so long as Central Utah's rights hereunder are not infringed, hindered, or impaired, and suitable access, as approved by Central Utah, is provided.

B. RIGHTS, RESTRICTIONS, TERMS AND CONDITIONS. The Fourth Relocated Easements (referred to hereafter as the "*Easements*"), are granted with and subject to the following rights, restrictions, terms and conditions, in addition to the foregoing:

I. The Easements granted herein shall include the right to use the Easements to construct, install, operate, inspect, service, maintain, repair, remove and replace those improvements customarily

associated with such Easements, such as pumps, vaults, valves, wires, pipes, conduits and the like, in accordance with the grant set forth above. The rights set forth in this Section B.I. do not include the right to enlarge the area of the Easements themselves but only the improvements located within such area. Grantor shall have the right to review and approve any improvements located within such area, such approval not to be unreasonably withheld, conditioned or delayed. Grantor shall have the right to review and approve any proposed improvements by Grantee on, under, within or above the Easements that might interfere with Grantor's use of the Easement Property now or in the future, such approval not to be unreasonably withheld, conditioned or delayed. Grantee shall have no right to grant easements to third parties over the Easement Property. Grantor also agrees to grant, at Grantee's request, additional easements to power supply providers providing electrical power to Grantee's facilities and equipment, which approval shall not be unreasonably withheld, conditioned or delayed.

2. Grantee will not make any use of the Easements or Easement Property that is unreasonably inconsistent with, or will unreasonably interfere in any manner with, Grantor's usual and customary operation, maintenance or repair of Grantor's existing installations and improvements that cross over, under or above the Grantor Property, or Grantor's proposed development of the Grantor Property and surrounding property. Grantee will not object to another grant of easement, license, or other rights granted to third parties within the Easements so long as such easements, licenses, or improvements do not unreasonably interfere with the use of the Easements on the Easement Property by Grantee for the uses permitted hereunder and the installation of improvements by Grantor or any third party therein will be coordinated with any improvements being installed by Grantee to minimize damage and disruption to Grantee's improvements. Grantor or any third party will consult with Grantee prior to installation of any improvements.

3. Any and all of Grantee's construction and operational activities shall meet all applicable requirements of government entities with jurisdiction.

4. Grantee shall maintain any improvements installed by Grantee within the Easement Property in good condition and repair without any safety hazards.

5. Subject to the provisions of Section B.2 above, Grantor shall have the right, at any time and from time to time, to use all of the Easement Property for its own purposes and to cross and re-cross the Easement Property with equipment, personnel, overhead power lines, underground power and pipe lines, access roads, and other utilities and purposes at any location or locations, so long as such use does not unreasonably interfere with the use of the Easements or Easement Property by Grantee for the uses permitted hereunder.

6. Grantee shall have the unilateral right to abandon any of the Easements by recording a written notice of abandonment, in form and substance satisfactory to Grantor, in the official records of the Utah County Recorder. Grantee shall promptly remove all improvements or other facilities installed by Grantee as shall be located on, over or under any portion of the Grantor Property for which an Easement has been abandoned, unless Grantor consents otherwise.

7. If at any time Grantor creates, constructs and/or dedicates a public or private road near any of the Easement Property, and Grantee has not at that time made use of or installed any improvements within the Easement Property near the said roadway, then Grantor shall first consult with Grantee before commencing road construction. Grantee and Grantor shall adjust the area of the Easement Property which is near the public or private roadway so that, to the extent possible, any Easement Property near that area may instead be included within the roadway easement and improvements so long as the public or private roadway easement is reasonably equivalent to the Easement Property which is

near the roadway. Grantor and Grantee will execute such additional conveyances and releases of easement as may be necessary to make such adjustments.

8. To the fullest extent provided by law, Grantee shall defend and indemnify and hold harmless Grantor (and its members, managers, officers, directors, employees and agents) from and against liability, damage, loss, costs and expenses, including reasonable attorney fees, on account of injury to persons or damage to property occurring on the Easement Property pursuant to the Easements or the Grantor Property or arising directly or indirectly from use of the Easement Property pursuant to the Easements or the Grantor Property by Grantee or its invitees or from Grantee's exercise of the rights granted herein, except to the extent arising out of the gross negligence or willful misconduct of Grantor. Grantee shall at all times maintain adequate commercial liability insurance, with reasonable coverage limits, to protect against such liability, naming Grantor as an additional insured, and shall provide documentation of the same to Grantor.

9. Each easement, right-of-way, covenant and restriction contained herein (whether affirmative or negative in nature) shall: (a) create an equitable servitude on the Grantor Property in favor of Grantee, (b) constitute a covenant running with the Grantor Property, and (c) be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

10. Except as provided in Sections B.6, and B.7 of this Article, this instrument and any right-of-way, easement, covenant or restriction contained in this instrument may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only on recordation in the official records of Utah County, Utah, of a written document effecting the same, executed and acknowledged by Grantor and Grantee.

11. In the event material and/or groundwater is encountered below the surface of the Easement Property:

(a) All excess soil, encountered by Grantee while excavating in connection with any construction activity on the Grantor Property, that is free from pipe, concrete, lumber, asphalt, hazardous substances, or other similar material, may be disposed of on or within the Grantor Property in such locations as shall be designated by Grantor. Grantee will use reasonable efforts to reuse such excess soils for backfill purposes in its excavation in order to reduce excess soil. Prior to disposal, Grantor will inspect and, if acceptable, approve the on-site disposal of the excess soil. Grantee agrees to place the excess soil at the designated locations and place the soil in lifts no greater than one (1) foot deep spread over the general area of the disposal location, and to compact the soil to at least 85% of a standard proctor (T-99). If Grantor declines to accept disposal of excess soil on the Grantor Property, Grantee will dispose of all excess soil offsite at Grantee's sole expense.

(b) Pipe, concrete, lumber, asphalt, and other similar material encountered by Grantee while excavating in connection with any construction activity on the Grantor Property shall be removed by Grantee and disposed of off-site in a manner as shall be determined by Grantee in its sole discretion.

(c) Groundwater encountered by Grantee while excavating in connection with any construction activity on the Grantor Property may be drained by Grantee into such existing sewers and drains on the Grantor Property as shall be determined by Grantee in consultation with Grantor and in such a way that the discharge of such groundwater will not exceed the capacity of such sewers and drains

on the Grantor Property. Prior to discharge, Grantor will review discharge plans and, if acceptable, approve the location and amount of the discharge.

12. In the event rubble or waste materials such as pipe, concrete, lumber, brick, steel, and any other similar material waste material lying exposed on the surface of the Grantor Property is encountered by Grantee in connection with any construction activity on the Easement Property, the same may be moved and placed on the surface of the Grantor Property off of the Easement Property, and the same shall be managed by Grantor in such manner as it shall see fit. This shall not include relic concrete structures, pipes or steel or other relic structures which may exist on the Easement Property and extend to the surface of the Grantor Property, but only the waste material or rubble that lies upon the surface of Grantor Property, it being understood that removal of all relic structures deemed necessary by Grantee, if any, will be the responsibility of Grantee as necessary to enable it to enjoy the use of the Easements.

13. This Release and Grant of Easements shall be construed in accordance with and governed by the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in a manner as to be valid under applicable law; but, if any provision of this instrument shall be deemed invalid or prohibited under applicable law, such provision shall be ineffective to the extent necessary to give effect to the remainder of the Agreement.

14. If any legal action or proceeding arising out of or relating to this Fourth Release and Grant of Easements is brought by any Party to this instrument, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, reasonable attorney fees, costs and expenses that may be incurred in any action or proceeding by the prevailing Party.

15. Grantee is acquiring the Easements as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. Grantor makes no representations or warranties regarding the ownership or environmental condition of the Grantor Property, Easement Property or the Easements.

16. This Fourth Release and Grant of Easements is entered into pursuant to the authority of that certain Amendment to Revised Purchase and Sale Agreement dated November 19, 2008, between Grantor's predecessor-in-interest and Grantee, the terms and conditions of which shall survive the execution and delivery of this instrument. The Easements granted herein shall remain subject to the terms and conditions of such Amendment to Revised Purchase and Sale Agreement.

17. The Recitals and all Exhibits referenced in this instrument are incorporated into and made a part hereof as though fully set forth herein.

18. By executing this Fourth Release and Grant of Easements, Grantee acknowledges and agrees to the terms and conditions hereof.

WITNESS, the hand of Grantor and Grantee this 22 day of February, 2016.

GRANTOR:

UCCELLO LLC,
a Utah limited liability company

**EXHIBIT A TO THE RELEASE AND GRANT OF EASEMENT DOCUMENT (Geneva Park
East, Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
CUWCD 58-FOOT TCE-6C-1
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, SLB&M, said property being more particularly described as follows:

Beginning at the Northeast Corner of said Section 17; thence South 00°03'06" East along the section line a distance of 697.80 feet; thence West a distance of 2,265.70 feet more or less to a point on the north boundary line of Lot No. 2, Geneva Park East Subdivision, Phase 2 as recorded in the official records of the Utah County Recorder's office, Utah County, Utah, as Entry No. 23191:2014, said point also being the real point of beginning; thence East 67.02 feet; thence South 30°04'07" East 506.09 feet; thence North 59°55'53" East 27.50 feet; thence South 30°04'07" East 37.50 feet; thence South 59°55'53" West 85.50 feet; thence North 30°04'07" West 577.17 feet more or less to the point of beginning.

Contains 0.770 acres more or less.

**BOUNDARY DESCRIPTION
CUWCD 58-FOOT TCE-6B-2
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, SLB&M, said property being more particularly described as follows:

Beginning at the Northeast Corner of said Section 17; thence South 00°03'06" East along the section line a distance of 1,501.69 feet; thence West a distance of 1,801.02 feet more or less to a point on the south boundary line of Lot No. 2, Geneva Park East Subdivision, Phase 2 as recorded in the official records of the Utah County Recorder's office, Utah County, Utah, as Entry No. 23191:2014, said point also being the real point of beginning; thence North 30°04'07" West 326.72 feet; thence North 59°55'53" East 85.50 feet; thence South 30°04'07" East 37.50 feet; thence South 59°55'53" West 27.50 feet; thence South 30°04'07" East 322.04 feet more or less to the said south boundary line of Lot No. 2; thence along said line South 89°26'03" West 66.64 feet more or less to the point of beginning.

Contains 0.481 acres more or less.

**EXHIBIT A TO THE RELEASE AND GRANT OF EASEMENT DOCUMENT (Geneva Park
East, Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
CUWCD 25-FOOT UCE-6A-2
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, SLB&M, said property being more particularly described as follows:

Beginning at the Northeast Corner of said Section 17; thence South 00°03'06" East along the section line a distance of 697.80 feet; thence West a distance of 2,265.70 feet more or less to a point on the north boundary line of Lot No. 2, Geneva Park East Subdivision, Phase 2 as recorded in the official records of the Utah County Recorder's office, Utah County, Utah, as Entry No. 23191:2014, said point also being the real point of beginning; thence East 28.89 feet; thence South 30°04'07" East 562.70 feet; thence North 59°55'53" East 60.50 feet; thence South 30°04'07" East 25.00 feet; thence South 59°55'53" West 60.50 feet; thence South 30°04'07" East 340.87 feet more or less to the south boundary line of said Lot No. 2; thence along said line South 89°26'03" West 28.72 feet; thence North 30°04'07" West 928.89 feet more or less to the point of beginning.

Contains 0.568 acres more or less.

**BOUNDARY DESCRIPTION
CUWCD 100-FOOT WELL PROTECTION ZONE EASEMENT
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

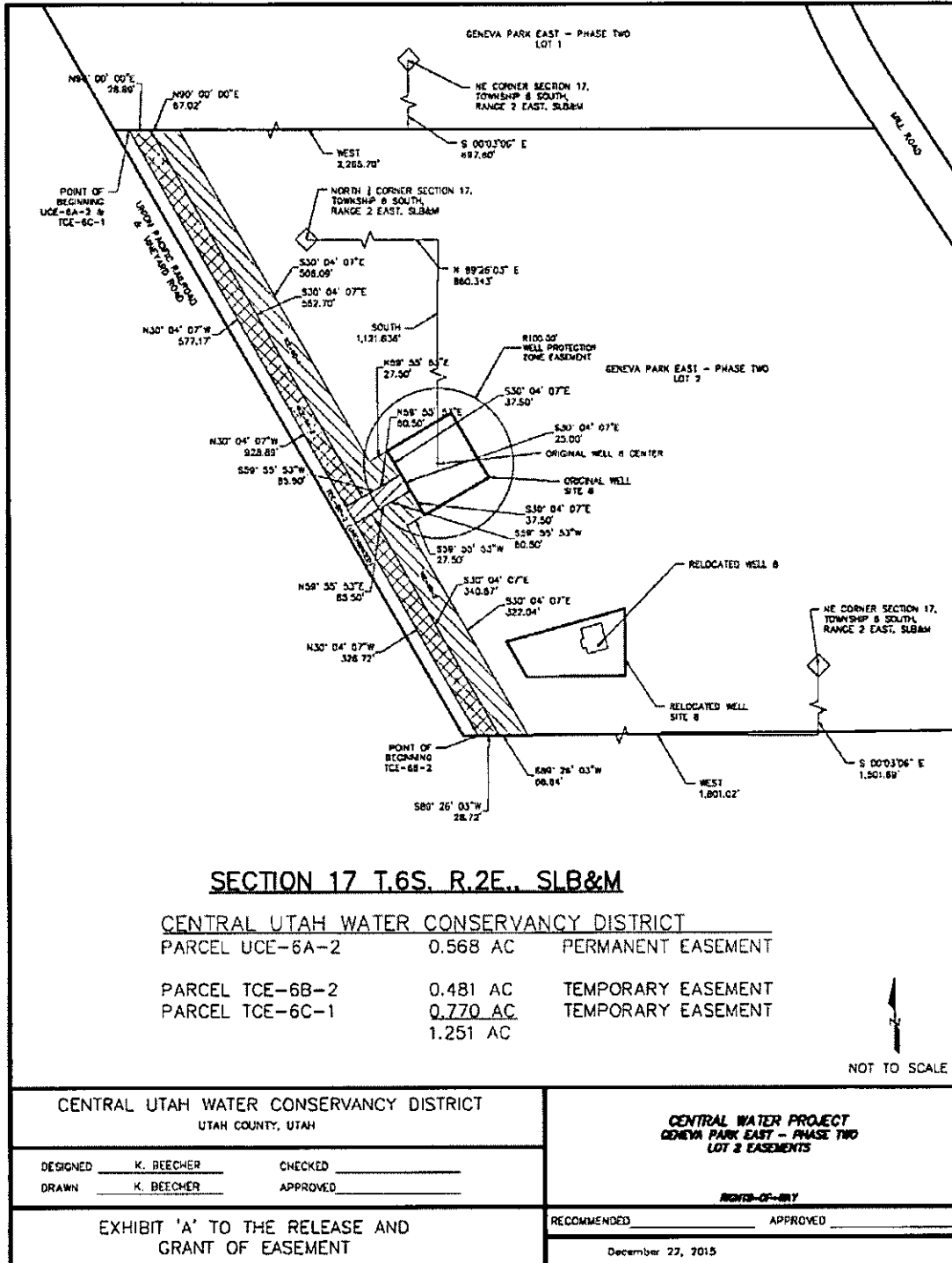
Description: Center of Original Well Site 8 for the Well Protection Zone Easement

A tract of land being a portion of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base & Meridian, Vineyard Town, Utah County, State of Utah.

Being more particularly described as follows: beginning at a point, said point being the North Quarter Corner of said Section 17 (Basis of Bearing being between the East Quarter Corner of Section 6 and the East Quarter Corner of Section 5, Township 6 South, Range 2 East, SLB&M bearing North 89°39'24" East, 5,316.72 feet.) Thence running North 89°26'03" East 860.343 feet; thence South 1,121.636 feet to the center of Well No. 8.

Total area = .721 acres

EXHIBIT A TO THE RELEASE AND GRANT OF EASEMENT DOCUMENT (Geneva Park East, Phase 2, Lot 2)
Sketches of Permanent and Temporary Construction Easements To Be Released



**EXHIBIT B TO THE RELEASE AND GRANT OF EASEMENTS (Geneva Park East, Phase 2,
Lot 2)**

FOURTH RELOCATED EASEMENT DESCRIPTIONS AND SKETCHES

**BOUNDARY DESCRIPTION
CUWCD 58-FOOT TCE-6C-2
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, SLB&M, said property being more particularly described as follows:

Beginning at the Northeast Corner of said Section 17; thence South 00°03'06" East along the section line a distance of 697.80 feet; thence West a distance of 2,265.70 feet more or less to a point on the north boundary line of Lot No. 2, Geneva Park East Subdivision, Phase 2 as recorded in the official records of the Utah County Recorder's office, Utah County, Utah, as Entry No. 23191:2014, said point also being the real point of beginning; thence East 67.02 feet; thence South 30°04'07" East 806.31 feet; thence North 59°55'53" East 38.00 feet; thence South 30°04'07" East 29.15 feet; thence South 59°55'53" West 96.00 feet; thence North 30°04'07" West 869.04 feet more or less to the point of beginning.

Contains 1.160 acres more or less.

**BOUNDARY DESCRIPTION
CUWCD 58-FOOT TCE-6B-3
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, SLB&M, said property being more particularly described as follows:

Beginning at the Northeast Corner of said Section 17; thence South 00°03'06" East along the section line a distance of 1,501.69 feet; thence West a distance of 1,801.02 feet more or less to a point on the south boundary line of Lot No. 2, Geneva Park East Subdivision, Phase 2 as recorded in the official records of the Utah County Recorder's office, Utah County, Utah, as Entry No. 23191:2014, said point also being the real point of beginning; thence North 30°04'07" West 34.85 feet; thence North 59°55'53" East 58.00 feet; thence South 30°04'07" East 67.67 feet more or less to the said south boundary line of Lot No. 2; thence along said line South 89°26'03" West 66.64 feet more or less to the point of beginning.

Contains 0.068 acres more or less.

**EXHIBIT B TO THE RELEASE AND GRANT OF EASEMENTS (Geneva Park East, Phase 2,
Lot 2)**

**BOUNDARY DESCRIPTION
CUWCD 25-FOOT UCE-6A-3
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A parcel of land located in the Northwest Quarter of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, SLB&M, said property being more particularly described as follows:

Beginning at the Northeast Corner of said Section 17; thence South 00°03'06" East along the section line a distance of 697.80 feet; thence West a distance of 2,265.70 feet more or less to a point on the north boundary line of Lot No. 2, Geneva Park East Subdivision, Phase 2 as recorded in the official records of the Utah County Recorder's office, Utah County, Utah, as Entry No. 23191:2014, said point also being the real point of beginning; thence East 28.89 feet; thence South 30°04'07" East 854.57 feet; thence North 59°55'53" East 71.00 feet; thence South 30°04'07" East 25.00 feet; thence South 59°55'53" West 71.00 feet; thence South 30°04'07" East 49.00 feet more or less to the south boundary line of said Lot No. 2; thence along said line South 89°26'03" West 28.72 feet; thence North 30°04'07" West 928.89 feet more or less to the point of beginning.

Contains 0.574 acres more or less.

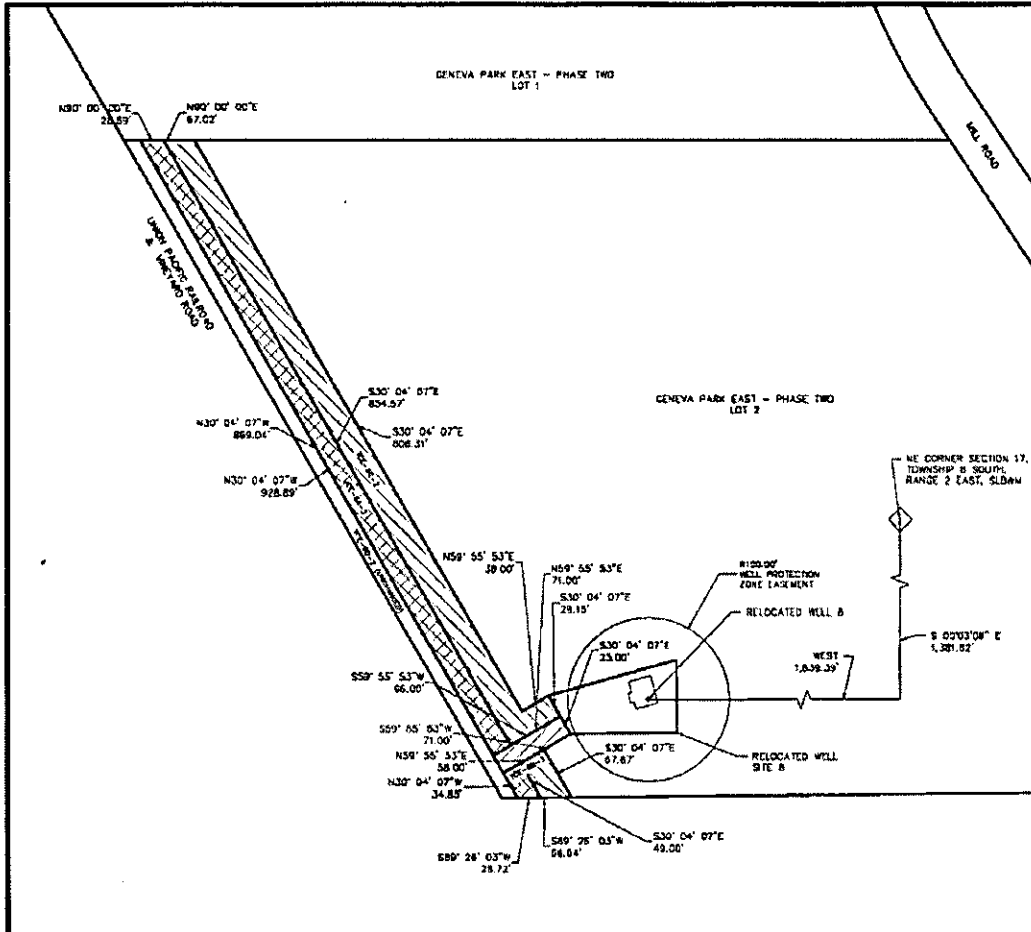
**BOUNDARY DESCRIPTION
CUWCD 100-FT RADIUS WELL PROTECTION ZONE EASEMENT
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

Description: Center of Relocated Well Site 8 for the Well Protection Zone Easement

A tract of land being a portion of the Northeast Quarter of Section 17, Township 6 South, Range 2 East, Salt Lake Base & Meridian, Vineyard Town, Utah County, State of Utah.
Being more particularly described as follows: beginning at a point, said point being the Northeast Corner of said Section 17; thence running along the section line, South 00°03'06" East 1,381.62 feet and West 1,639.39 feet to a point within the Relocated Well Site 8, this point being the center of the 100.00 foot radius Well Protection Zone Easement.

Total area = .721 acres

EXHIBIT B TO THE RELEASE AND GRANT OF EASEMENT DOCUMENT (Geneva Park East, Phase 2, Lot 2)
Sketches of Permanent and Temporary Construction Easements To Be Granted
FOURTH RELOCATED EASEMENTS



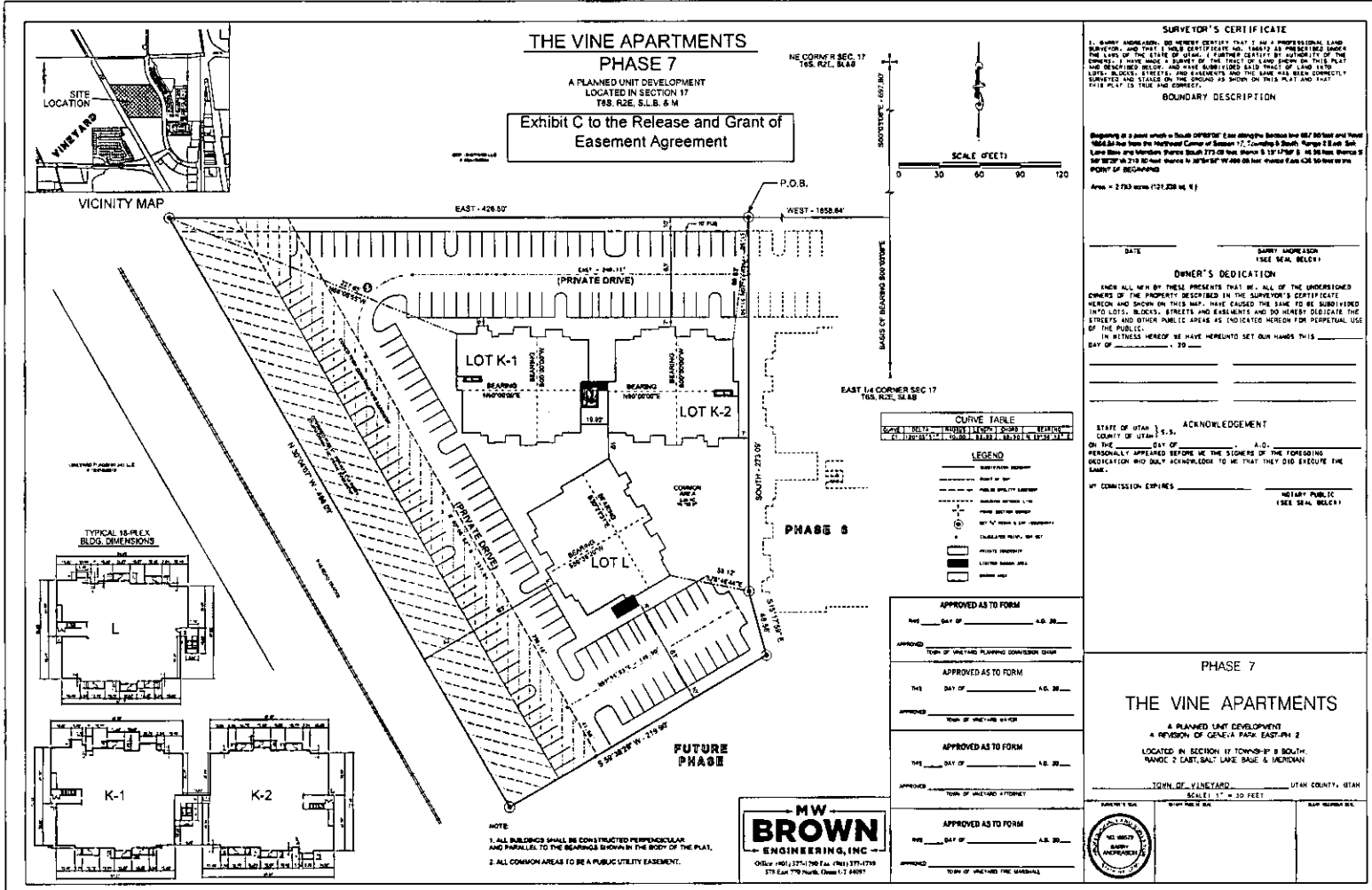
SECTION 17 T.6S. R.2E.. SLB&M

UCCELLO, LLC

PARCEL UCE-6A-3	0.574 AC	PERMANENT EASEMENT
PARCEL TCE-6B-3	0.068 AC	TEMPORARY EASEMENT
PARCEL TCE-6C-2	1.160 AC	TEMPORARY EASEMENT
	1.228 AC	



CENTRAL UTAH WATER CONSERVANCY DISTRICT UTAH COUNTY, UTAH		CENTRAL WATER PROJECT GENEVA PARK EAST - PHASE TWO LOT 2 WELL NO. 8 RELOCATIONS	
DESIGNED <u>K. BEECHER</u>	CHECKED _____	RECOMMENDED BY _____	
DRAWN <u>K. BEECHER</u>	APPROVED _____	RECOMMENDED _____	APPROVED _____
EXHIBIT 'B' TO THE RELEASE AND GRANT OF EASEMENTS		January 07, 2016	



SURVEYOR'S CERTIFICATE

I, GARY ANDERSON, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 18842 AS PRESENTED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY BY THIS CERTIFICATE THAT I AM THE REGISTERED SURVEYOR OF RECORD FOR THIS PROJECT AND THAT I HAVE REVIEWED ALL RECORDS, PLATS AND ORIGINAL DATA PERTAINING TO THIS PROJECT AND THAT I HAVE CORRECTLY SURVEYED AND CEASED ON THE ORIGINAL SURVEY PLAT AND THAT THIS PLAT IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION

Beginning at a point which is South 088° 01' 00" East 426.50 feet and then S 88° 11' 00" East 426.50 feet to the Northeast Corner of Section 17, Township 8 South, Range 2 East, Salt Lake Meridian (Plat 277 of the 3rd Series S 17 T8P S 2 R2E Salt Lake Meridian S 88° 11' 00" E 426.50 feet thence N 88° 11' 00" West 426.50 feet to the POINT OF BEGINNING.

Area = 2.783 acres (121,228 sq. ft.)

DATE: _____ SURVEYOR: GARY ANDERSON (SEE SEAL BELOW)

OWNER'S DEDICATION

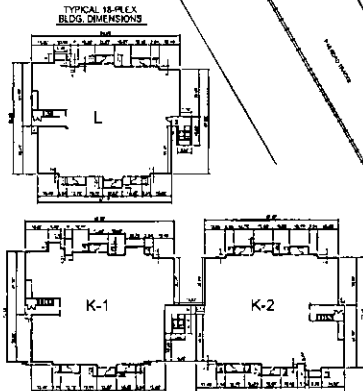
INER ALL MEN BY THESE PRESENTS THAT I, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HERON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HERON FOR PERPETUAL USE OF THE PUBLIC.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 20_____.

ACKNOWLEDGMENT

STATE OF UTAH } COUNTY OF UTAH } S.S. }
 ON THE _____ DAY OF _____ A.D. _____ }
 PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING }
 DECLARATION WHO DULY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE }
 SAME. }

MY COMMISSION EXPIRES: _____ WEIHAU PUBLIC }
 (SEE SEAL BELOW) }



MW BROWN ENGINEERING, INC.

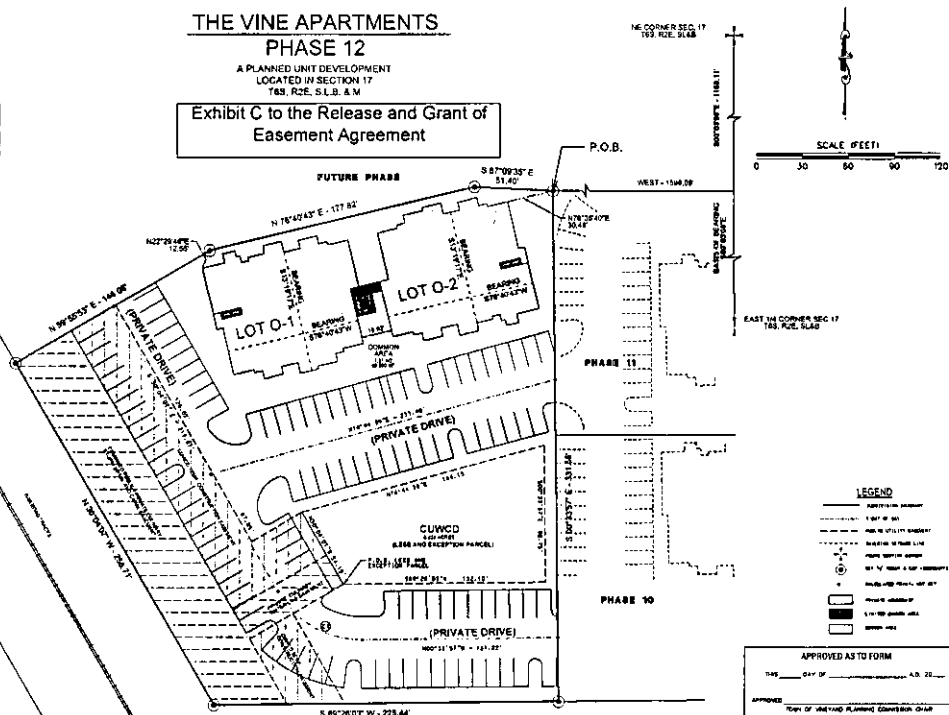
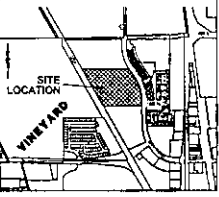
Office: 4801 13745 7th Fl. (PH) 375-4778
 375 East 77th North, Orem UT 84057



**THE VINE APARTMENTS
PHASE 12**

A PLANNED UNIT DEVELOPMENT
LOCATED IN SECTION 17
T8S. R2E. S12E. & M

**Exhibit C to the Release and Grant of
Easement Agreement**



SURVEYOR'S CERTIFICATE
I, BARRY BROWN, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR AND THAT I HOLD CERTIFICATE NO. 18873 AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. FURTHER CERTIFY BY AUTHORITY OF THE CONVEYOR I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAN AND DESCRIBED HEREIN, AND HAVE REPRODUCED SAID TRACT OF LAND INTO LOTS, BLOCKS, STREETS, AND EASEMENTS OF THE SAME HAS BEEN CORRECTLY SURVEYED AND PLACED ON THE ORIGINAL AS SHOWN ON THIS PLAN AND THAT THIS PLAN IS TRUE AND CORRECT.

BOUNDARY DESCRIPTION
Beginning at a point which is South 07°13'00\"/>

Area = 207.5 acres (80.984 sq. ft.)
Land and building improvements a south wick of South 07°13'00\"/>

DATE: _____ SURVEY ADDRESS: 18873 S. BROWN BLVD.
OWNER'S DEDICATION

UNDER ALL MEN BY THESE PRESENTS THAT I, ALL OF THE UNDERSIGNED OWNERS OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE HEREON AND SHOWN ON THIS MAP, HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS, BLOCKS, STREETS AND EASEMENTS AND DO HEREBY DEDICATE THE STREETS AND OTHER PUBLIC AREAS AS INDICATED HEREON FOR PERPETUAL USE OF THE PUBLIC.
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____ 20____

STATE OF UTAH } ACKNOWLEDGEMENT
COUNTY OF HALL }
ON THE _____ DAY OF _____ A.D. _____
PERSONALLY APPEARED BEFORE ME THE SIGNERS OF THE FOREGOING DEDICATION WHO ONLY ACKNOWLEDGE TO ME THAT THEY DID EXECUTE THE SAME.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC
(SEE SEAL BELOW)

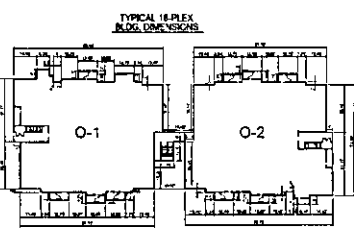
LEGEND

- ADDITIONAL PROPERTY
- 1/4\"/>

APPROVED AS TO FORM
THIS _____ DAY OF _____ A.D. 20____
APPROVED: _____
TITLE OF APPLICANT/PLANNING COMMISSION CHAIR

APPROVED AS TO FORM
THIS _____ DAY OF _____ A.D. 20____
APPROVED: _____
TITLE OF APPLICANT/ATTORNEY

APPROVED AS TO FORM
THIS _____ DAY OF _____ A.D. 20____
APPROVED: _____
TITLE OF APPLICANT/PRE-MARSHALL



CURVE TABLE

CURVE	BEGIN	END	ANGLE (DEGREES)	BEARING
C1	80°31'31\"/>			

NOTE:
1. ALL BUILDINGS SHALL BE CONSTRUCTED PERPENDICULAR AND PARALLEL TO THE BEARINGS SHOWN IN THE BODY OF THE PLAN.
2. ALL COMMON AREAS TO BE A PUBLIC UTILITY EASEMENT.

MW BROWN ENGINEERING, INC.
OFFICE: 1801 S. 1700 E. SUITE 100, OGDEN, UTAH 84403
PHONE: 435-770-1100 FAX: 435-770-1101
WWW.MWBROWNENGINEERING.COM

PHASE 12
THE VINE APARTMENTS
A PLANNED UNIT DEVELOPMENT
A PORTION OF GENEVA PARK EAST-#17
LOCATED IN SECTION 17, TOWNSHIP 8 SOUTH,
RANGE 2 EAST, S12E, RANGE 2 WESTERN
T8S. R2E. S12E. & M
SCALE: 1\"/>



