



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

ENT 31357:2014 PG 1 of 22
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2014 May 09 3:19 pm FEE 0.00 BY SW
 RECORDED FOR CENTRAL UTAH WATER CONSERVA

Above Space For Recorder's Use Only

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

THIS RELEASE AND GRANT OF EASEMENTS, is made and executed by and between **R2LU, 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. Grantor owns certain property on or near the former Geneva Steel Mill site described as Lot 2, Geneva Park East Subdivision, Phase 2, and identified as parcel 40:470:0002 on the Utah County tax rolls (the "*Grantor Property*").

B. 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*").

C. The First Relocated Easements, depicted as UCE-6A, TCE-6B, TCE 6C, and TCE-6D, are all situated over, under, across and through certain real property owned by Grantor as more particularly described in EXHIBIT "A" attached hereto and incorporated by reference herein, and the Second Relocated Easements, depicted as UCE-6A-1 (NORTH), TCE-6B-1 (NORTH), and TCE-6D-1 (NORTH), are all situated over, under, across and through certain real property owned by Grantor as more particularly described in Exhibit "A".

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

E. Grantor has requested of Grantee that certain of the First Relocated Easements and Second Relocated Easements be removed and/or relocated in order to suit Grantor's purposes in connection with current plan for development by Grantor of its Development Project; and Grantee has likewise requested of Grantor that certain of the First Relocated Easements and Second Relocated Easements be relocated in order to suit Grantee's purposes in connection with Grantee's development of its Central Water Project.

F. Grantor and Grantee are each willing to relocate such portions of the First Relocated Easements and Second Relocated Easements as are necessary to accomplish their respective purposes in connection with Grantor's Development Project and Grantee's Central Water Project, subject to and in conformance with the terms and conditions of this instrument and in conformance 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 certain portions of the First Relocated Easements granted by the Original Owner to Grantee under the Subsequent Grant and certain portions of the Second Relocated Easements granted by the Original Owner to Grantee under the 15 May 2013 Grant as hereinafter described, together with all rights and privileges therein and appurtenances thereto, it being the express intention of the Grantee to permanently extinguish said easements, as follows:

Those portions of the First Relocated Easements released and extinguished hereby, depicted as UCE-6A, TCE-6B, TCE 6C, and TCE-6D, are identified and legally described in Exhibit "A". All other portions of the First Relocated Easements identified and described in the Subsequent Grant, 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 Subsequent Grant.

Those portions of the Second Relocated Easements released and extinguished hereby, depicted as UCE-6A-1 (NORTH), TCE-6B-1 (NORTH), and TCE-6D-1 (NORTH), are identified and legally described in Exhibit "A". All other portions of the Second Relocated Easements identified and described in the 15 May 2013 Grant, 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 15 May 2013 Grant.

**ARTICLE II
GRANT OF EASEMENTS**

A. GRANT OF 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, which are hereby granted to replace those portions of the First Relocated Easements and Second Relocated Easements released hereby, as follows:

{00578909-1 }

1. Perpetual Utility Easement. 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 or delayed), pressure reducing equipment, valves, inspection boxes and other such equipment, depicted as "UCE- 6A-2", and situated over, under, across and through that certain land more particularly described in EXHIBIT "B" attached hereto and by reference made a part hereof (the "*Perpetual Replacement Easement*").

2. Temporary Construction Easements. 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 or delayed), pressure reducing equipment, valves, inspection boxes and other such equipment, depicted as "TCE-6B-2", "TCE-6C-1," and "TCE-6D-2" situated over, under, across and through that certain land more particularly described in Exhibit "B" (the "*Temporary Replacement Construction Easements*"). The Temporary Replacement Construction Easements shall expire upon completion of construction. The granting of the Temporary Replacement Construction Easements shall not prohibit Grantor or its assigns from constructing improvements within the rights of way of the Temporary Construction Easements. Grantee shall restore any improvements situated within the area of any Temporary Replacement Construction Easements to their pre-construction condition as near as practicable.

3. Easement Property. The Grantor Property burdened by the Perpetual Replacement Easement and the Temporary Replacement Construction Easements is referred to herein as the "*Easement Property*."

B. RIGHTS, RESTRICTIONS AND CONDITIONS. The Perpetual Replacement Easement and the Temporary Replacement Construction Easements (collectively, the "*Easements*"), are granted with and subject to the following rights, restrictions and conditions:

1. The Easements granted herein shall include the right to use such 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.1 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 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 or delayed. Grantee shall have no right to grant easements to third parties over the Easement Property except to power supply providers providing electrical power to Grantee's facilities and equipment, but only upon approval of Grantor which approval shall not be unreasonably withheld 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. 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 burdened land in favor of Grantee, (b) constitute a covenant running with the land, 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).

(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.

(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 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.

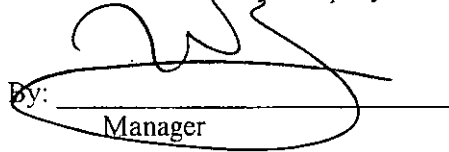
15. Grantee is acquiring the Easements as is, where is, with all faults and defects, and GRANTOR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED.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

16. This Release and Grant of Easements is entered into pursuant to that certain Amendment to Revised Purchase and Sale Agreement dated November 19, 2008, between Grantor 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 referred to therein.

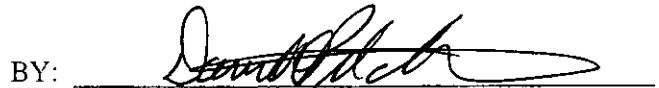
17. By executing this Release and Grant of Easements, Grantee acknowledges and agrees to the terms and conditions of this Release and Grant of Easements.

WITNESS, the hand of Grantor and Grantee this 12 day of May, 2014.

GRANTOR:
R2LU, LLC,
a Utah limited liability company

By: 
Manager

GRANTEE:
CENTRAL UTAH WATER CONSERVANCY
DISTRICT, a political subdivision of the State of Utah

BY: 
David O. Pitcher, Assistant General Manager
and Chief Engineer

[ACKNOWLEDGMENTS FOLLOW ON NEXT PAGE]

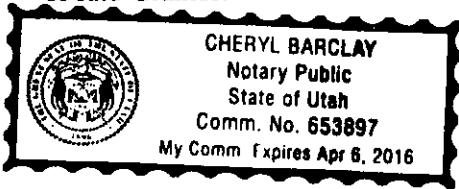
ACKNOWLEDGMENTS

STATE OF UTAH)

SS.

COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me the 6th day of May, 2014, by Burt Brockbank as Manager of R2LU, LLC, a Utah limited liability company, for and on behalf of said Grantor.



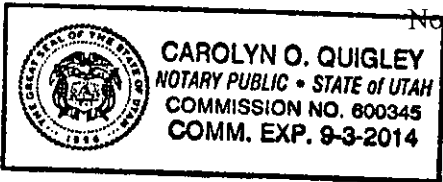
Notary Public: Cheryl Barclay

STATE OF UTAH)

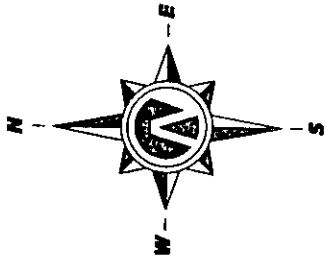
SS.

COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 2nd day of May, 2014, by David O. Pitcher, Assistant General Manager and Chief Engineer of the Central Utah Water Conservancy District, a political subdivision of the State of Utah, for and on behalf of said Grantee.

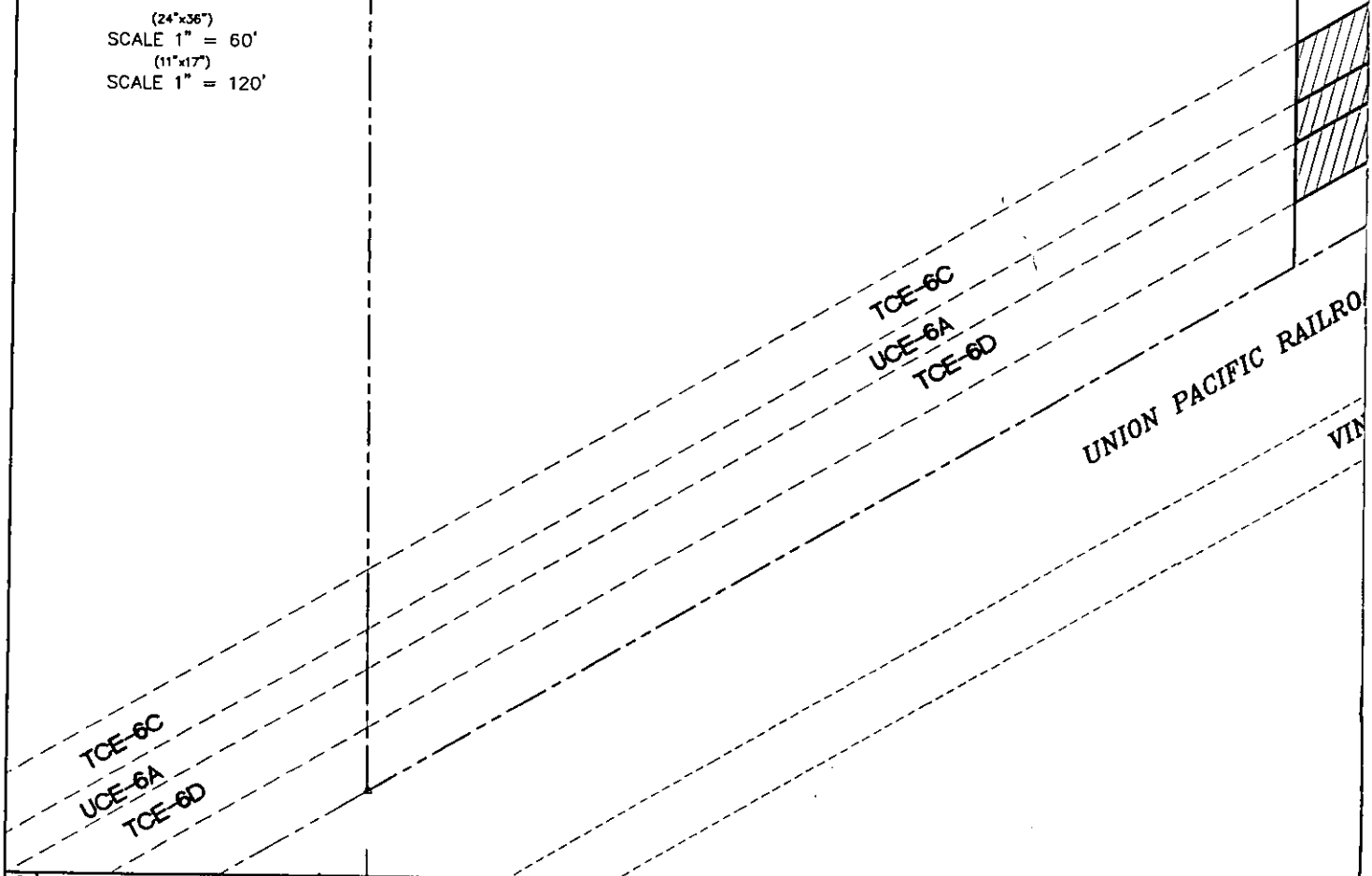


Notary Public: Carolyn O. Quigley



(24"x36")
 SCALE 1" = 60'
 (11"x17")
 SCALE 1" = 120'

**LOT 1
 GENEVA PARK EAST
 PHASE TWO**



5		DESIGNED BY:	DATE:
4		DRAWN BY:	DATE:
3		CHECKED BY:	DATE:
2		APPROVED:	DATE:
1		COGO FILE:	DATE:
	REV. NO.	BY	DATE
		REV. COGO FILE:	DATE:



**Northern
 ENGINEERING INC**
 ENGINEERING—LAND PLANNING
 CONSTRUCTION MANAGEMENT

LOT 2
GENEVA PARK EAST
PHASE TWO

TCE-6B
0.208 AC.

TCE-6B-1
(NORTH)
0.126 AC.

UCE-6A-1
(NORTH)
0.052 AC.

C.U.W.C.D. WELL
SITE 8

TCE-6B-1
UCE-6A-1
TCE-6D-1

TCE-6D-1
(NORTH)
0.028 AC.

TCE-6C - 0.412 AC.
UCE-6A - 0.476 AC.
TCE-6D - 0.730 AC.

VINEYARD ROAD

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

40 E. 800 N.
HEM, UTAH 84097
D1) 802-8992

**C.U.W.C.D. EASEMENTS
ANDERSON GENEVA**

EXHIBIT A
FIRST AND SECOND RELOCATED EASEMENTS
TO BE ABANDONED, LOT 2

VINEYARD, UTAH

JOB NO.
07-045

SHEET NO.
1 OF 1

**Exhibit A to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. ABANDONED 25.00-FOOT FIRST RELOCATED
EASEMENT UCE-6A
LOT 2, GENEVA PARK EAST
PHASE TWO RECORD OF SURVEY**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 967.80 FEET;
THENCE WEST A DISTANCE OF 2195.78 FEET TO A POINT ON THE NORTH
BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2 AS
RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH SAID POINT ALSO BEING THE
REAL POINT OF BEGINNING;

THENCE EAST A DISTANCE OF 28.89 FEET ALONG SAID NORTH BOUNDARY
OF LOT 2; THENCE S.30°04'07"E. A DISTANCE OF 826.66 FEET; THENCE
S82°25'53"E. A DISTANCE OF 27.06 FEET; THENCE N.30°04'07"W. A DISTANCE
OF 830.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.476 ACRES.

**Exhibit A to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. ABANDONED 37.50-FOOT FIRST RELOCATED
EASEMENT TCE-6B
LOT 2, GENEVA PARK EAST
PHASE TWO RECORD OF SURVEY**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 1189.76 FEET;
THENCE WEST A DISTANCE OF 1780.18 FEET TO THE REAL POINT OF
BEGINNING;

THENCE S.30°04'07"E. A DISTANCE OF 245.66 FEET; THENCE S.73°40'15"W. A
DISTANCE OF 38.60 FEET; THENCE N.30°04'07"W. A DISTANCE OF 236.49
FEET; THENCE N.59°55'53"E. A DISTANCE OF 37.50 FEET TO THE POINT OF
BEGINNING.

CONTAINING 0.208 ACRES.

**Exhibit A to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. ABANDONED 37.50-FOOT FIRST RELOCATED
EASEMENT TCE-6C
LOT 2, GENEVA PARK EAST
PHASE TWO RECORD OF SURVEY**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 967.80 FEET;
THENCE WEST A DISTANCE OF 2123.57 FEET TO A POINT ON THE NORTH
BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2 AS
RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH SAID POINT ALSO BEING THE
REAL POINT OF BEGINNING;

THENCE S.30°04'07"E. A DISTANCE OF 468.46 FEET; THENCE S.59°55'53"W. A
DISTANCE OF 37.50 FEET; THENCE N.30°04'07"W. A DISTANCE OF 490.17 FEET
TO A POINT ON SAID NORTH BOUNDARY OF LOT 2; THENCE EAST A
DISTANCE OF 43.33 FEET ALONG SAID NORTH BOUNDARY TO THE POINT
OF BEGINNING.

CONTAINING 0.413 ACRES.

**Exhibit A to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. ABANDONED 37.50-FOOT FIRST RELOCATED
EASEMENT TCE-6D
LOT 2, GENEVA PARK EAST
PHASE TWO RECORD OF SURVEY**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 967.80 FEET;
THENCE WEST A DISTANCE OF 2195.78 FEET TO A POINT ON THE NORTH
BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2 AS
RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH SAID POINT ALSO BEING THE
REAL POINT OF BEGINNING;

THENCE S.30°04'07"E. A DISTANCE OF 830.78 FEET; THENCE S.40°11'20"W. A
DISTANCE OF 39.84 FEET; THENCE N.30°04'07"W. A DISTANCE OF 865.95 FEET
TO A POINT ON SAID NORTH BOUNDARY OF LOT 2; THENCE EAST A
DISTANCE OF 43.33 FEET ALONG SAID NORTH BOUNDARY OF LOT 2 TO THE
POINT OF BEGINNING.

CONTAINING 0.730 ACRES.

**Exhibit A to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. ABANDONED 25-FOOT SECOND RELOCATED
EASEMENT UCE-6A-1
NORTH TRANSITION**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 1416.78 FEET;
THENCE WEST A DISTANCE OF 1780.17 FEET TO THE REAL POINT OF
BEGINNING;

THENCE N.82°25'53"E. A DISTANCE OF 27.06 FEET; THENCE S.14°55'53"W. A
DISTANCE OF 85.56 FEET; THENCE S.30°04'07"E. A DISTANCE OF 6.37 FEET
TO A POINT ON THE SOUTH BOUNDARY OF LOT 2, GENEVA PARK EAST
SUBDIVISION, PHASE 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE
UTAH COUNTY RECORDER'S OFFICE UTAH COUNTY, UTAH; THENCE
S.89°26'03"W. A DISTANCE OF 28.72 FEET ALONG SAID SOUTH BOUNDARY
OF LOT 2; THENCE N.30°04'07"W. A DISTANCE OF 2.58 FEET; THENCE
N.14°55'53"E. A DISTANCE OF 85.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.052 ACRES.

**Exhibit A to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. ABANDONED 58-FOOT SECOND RELOCATED
EASEMENT TCE-6B-1
NORTH TRANSITION**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 1416.78 FEET;
THENCE WEST A DISTANCE OF 1780.17 FEET TO THE REAL POINT OF
BEGINNING;

THENCE N.82°25'53"E. A DISTANCE OF 27.06 FEET; THENCE N.73°40'15"E. A
DISTANCE OF 38.60 FEET; THENCE S.14°55'53"W. A DISTANCE OF 91.93 FEET;
THENCE S.30°04'07"E. A DISTANCE OF 11.37 FEET TO A POINT ON THE
SOUTH BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2
AS RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH; THENCE S.89°26'03"W. A
DISTANCE OF 66.64 FEET ALONG SAID SOUTH BOUNDARY OF LOT 2;
THENCE N.30°04'07"W. A DISTANCE OF 2.58 FEET; THENCE N.14°55'53"E. A
DISTANCE OF 85.56 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.126 ACRES.

**Exhibit A to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. ABANDONED 17-FOOT SECOND RELOCATED
EASEMENT TCE-6D-1
NORTH TRANSITION**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 1416.78 FEET;
THENCE WEST A DISTANCE OF 1780.17 FEET TO THE REAL POINT OF
BEGINNING;

THENCE S.14°55'53"W. A DISTANCE OF 85.56 FEET; THENCE S.30°04'07"E. A
DISTANCE OF 2.58 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 2,
GENEVA PARK EAST SUBDIVISION, PHASE 2 AS RECORDED IN THE
OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER'S OFFICE UTAH
COUNTY, UTAH; THENCE S.89°26'03"W. A DISTANCE OF 19.53 FEET ALONG
SAID SOUTH BOUNDARY OF LOT 2; THENCE N.14°55'53"E. A DISTANCE OF
56.57 FEET; THENCE N.40°11'20"E. A DISTANCE OF 39.84 FEET TO THE POINT
OF BEGINNING.

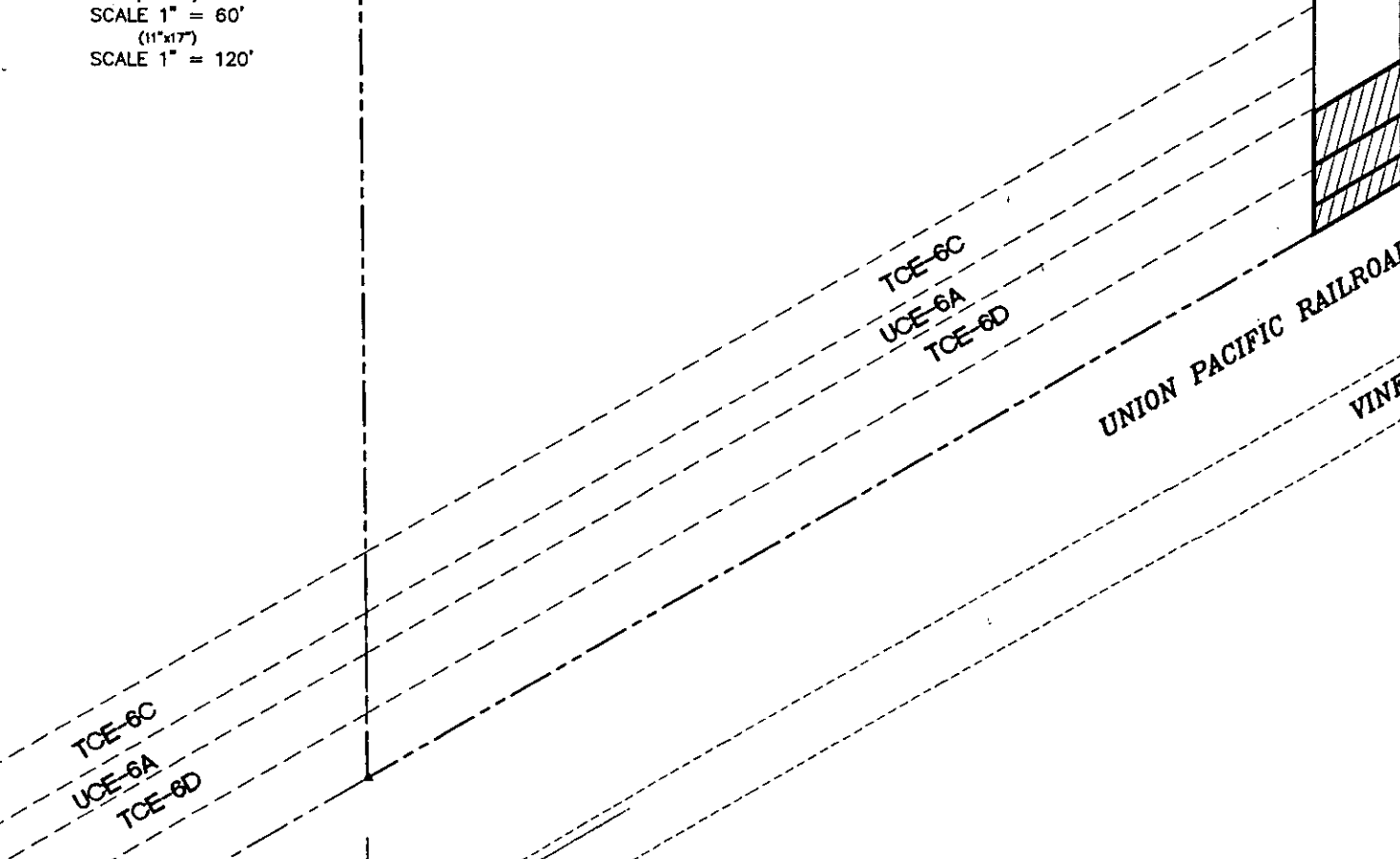
CONTAINING 0.028 ACRES.



GENEVA PARK EAST
 PHASE TWO
 LOT 1



(24"x36")
 SCALE 1" = 60'
 (11"x17")
 SCALE 1" = 120'



5			DESIGNED BY:	DATE:	
4			DRAWN BY:	DATE:	
3			CHECKED BY:	DATE:	
2			APPROVED:	DATE:	
1			GOOD FILE:	DATE:	
NO.	REVISIONS	BY	DATE	REV. CDDO FILE:	DATE:



Northern
ENGINEERING INC
 ENGINEERING—LAND PLANNING
 CONSTRUCTION MANAGEMENT

1040
 ORE
 (801)

GENEVA PARK EAST
PHASE TWO
LOT 2

C.U.W.C.D. WELL
SITE 8

TCE-6B-1
UCE-6A-1
TCE-6D-1

58' TCE-6C-1 - 0.770 AC.

25' UCE-6A-2 - 2.0568 AC.

58' TCE-6B-2 - 0.481 AC.

17' TCE-6D-2 - 0.968 AC.

VINEYARD ROAD

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

E. 800 N.
UTAH 84097
802-8992

C.U.W.C.D. EASEMENTS
R2LU, LLC

EXHIBIT B
REPLACEMENT EASEMENTS TO BE GRANTED TO
C.U.W.C.D., LOT 2

JOB NO.
07-045

VINEYARD, UTAH

SHEET NO.
1 OF 1

**Exhibit B to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. 25-FOOT UCE-6A-2
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 697.80 FEET;
THENCE WEST A DISTANCE OF 2265.70 FEET TO A POINT ON THE NORTH
BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2 AS
RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH SAID POINT ALSO BEING THE
REAL POINT OF BEGINNING;

THENCE EAST A DISTANCE OF 28.89 FEET ALONG SAID NORTH BOUNDARY
OF LOT 2; THENCE S.30°04'07"E. A DISTANCE OF 562.70 FEET; THENCE
N.59°55'53"E. A DISTANCE OF 60.50 FEET; THENCE S.30°04'07"E. A DISTANCE
OF 25.00 FEET; THENCE S.59°55'53"W. A DISTANCE OF 60.50 FEET; THENCE
S.30°04'07"E. A DISTANCE OF 340.86 FEET TO A POINT ON THE SOUTH
BOUNDARY OF SAID LOT 2; THENCE S.89°26'03"W. A DISTANCE OF 28.72
FEET ALONG SAID SOUTH BOUNDARY OF LOT 2; THENCE N.30°04'07"W. A
DISTANCE OF 928.89 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.568 ACRES.

**Exhibit B to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. 58-FOOT TCE-6B-2
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 1501.69 FEET;
THENCE WEST A DISTANCE OF 1801.02 FEET TO A POINT ON THE SOUTH
BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2 AS
RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH SAID POINT ALSO BEING THE
REAL POINT OF BEGINNING;

THENCE N.30°04'07"W. A DISTANCE OF 326.72 FEET; THENCE N.59°55'53"E. A
DISTANCE OF 85.50 FEET; THENCE S.30°04'07"E. A DISTANCE OF 37.50 FEET;
THENCE S.59°55'53"W. A DISTANCE OF 27.50 FEET; THENCE S.30°04'07"E. A
DISTANCE OF 322.03 FEET TO A POINT ON SAID SOUTH BOUNDARY OF LOT
2; THENCE S.89°26'03"W A DISTANCE OF 66.64 FEET ALONG SAID SOUTH
BOUNDARY OF LOT 2 TO THE POINT OF BEGINNING.

CONTAINING 0.481 ACRES.

**Exhibit B to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

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

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 697.80 FEET;
THENCE WEST A DISTANCE OF 2198.68 FEET TO A POINT ON THE NORTH
BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2 AS
RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH SAID POINT ALSO BEING THE
REAL POINT OF BEGINNING;

THENCE S.30°04'07"E. A DISTANCE OF 506.09 FEET; THENCE N.59°55'53"E. A
DISTANCE OF 27.50 FEET; THENCE S.30°04'07"E. A DISTANCE OF 37.50 FEET;
THENCE S.59°55'53"W. A DISTANCE OF 85.50 FEET; THENCE N.30°04'07"W. A
DISTANCE OF 577.17 FEET TO A POINT ON SAID NORTH BOUNDARY OF LOT
2; THENCE EAST A DISTANCE OF 67.02 FEET ALONG SAID NORTH
BOUNDARY OF LOT 2 TO THE POINT OF BEGINNING.

CONTAINING 0.770 ACRES.

**Exhibit B to the Release and Grant of Easement (Geneva Park East,
Phase 2, Lot 2)**

**BOUNDARY DESCRIPTION
C.U.W.C.D. 17-FOOT TCE-6D-2
LOT 2 GENEVA PARK EAST PHASE TWO
RECORD OF SURVEY**

A PARCEL OF LAND LOCATED IN 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
S.00°03'06"E. ALONG THE SECTION LINE A DISTANCE OF 697.80 FEET;
THENCE WEST A DISTANCE OF 2265.70 FEET TO A POINT ON THE NORTH
BOUNDARY OF LOT 2, GENEVA PARK EAST SUBDIVISION, PHASE 2 AS
RECORDED IN THE OFFICIAL RECORDS OF THE UTAH COUNTY
RECORDER'S OFFICE UTAH COUNTY, UTAH SAID POINT ALSO BEING THE
REAL POINT OF BEGINNING;

THENCE S.30°04'07"E. A DISTANCE OF 928.89 FEET TO A POINT ON THE
SOUTH BOUNDARY OF SAID LOT 2; THENCE S.89°26'03"W. A DISTANCE OF
19.53 FEET ALONG SAID SOUTH BOUNDARY OF LOT 2 TO A POINT ON THE
EASTERLY RIGHT OF WAY OF THE UNION PACIFIC RAILROAD; THENCE
N.30°04'07"W. A DISTANCE OF 929.11 FEET ALONG SAID RAILROAD RIGHT
OF WAY TO A POINT ON THE NORTH BOUNDARY OF SAID LOT 2; THENCE
EAST A DISTANCE OF 16.95 FEET ALONG SAID NORTH BOUNDARY OF LOT 2
TO THE POINT OF BEGINNING.

CONTAINING 0.363 ACRES.