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20
WHEN RECORDED MAIL TO:

SUNCREST
2021 E. VILLAGE GREEN CIRCLE
DRAPER, UTAH 84020

ATC-142837

ENT 154730:2002 PG 1 of 20
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Dec 23 9:33 am FEE 67.00 BY SFS
RECORDED FOR FIRST AMERICAN TITLE CO

EASEMENT

This EASEMENT (the "Easement") is made as of this ^{4th} day of November, 2002, by each of the undersigned (collectively "Grantor"), as the owner of fee title to a parcel of real property more particularly described on Exhibit A attached hereto (the "Grantor's Property"), for the benefit of Highland City, a Utah municipal corporation (the "City").

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:

1. Grant of Easements.

- (a) Temporary Construction Easement. Contemporaneously with the execution of this Easement, Grantor has executed a Deed of Dedication conveying to the City certain real property upon which the City or its assigns intends to construct or cause to be constructed a public road, with its accompanying utility lines, including but not limited to water, sewer, drainage, etc., (the "Road"). During the period of construction of the Road, the City, its successors and assigns, and their respective agents and contractors, shall have and are hereby granted the non-exclusive right to enter upon and use the portion of the Grantor's Property more particularly described on Exhibit S-1 attached hereto 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 the 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's Property more particularly described on Exhibit S-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 the City 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.
- (c) Detention and Conveyance Easement. Grantor hereby grants, bargains, sells, and conveys to the 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's Property more particularly described on Exhibit S-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 (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 the City 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 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.

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

3. Grantor's 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"), 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. Termination of Certain Obligations. The Temporary Construction Easement specified in Paragraph 1(a), and the City's obligations pursuant to Paragraphs 4 and 5, shall be deemed to have terminated and to be of no further force or effect at such time as the Road shall be open for public traffic.

5. 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.

6. Notices. All notices hereunder ("Notices") 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:

c/o Don Siggard
3177 Fur Hollow Drive
Sandy, Utah 84093
Facsimile: 801-_____

If to Highland City:

City Manager
HIGHLAND CITY
5378 West 10400 North
Highland, Utah 84003

With copies to DAE/Westbrook:

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).

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 DAE/Westbrook, which may only be changed by DAE/Westbrook).

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 the City to effectuate the purposes of this Agreement.

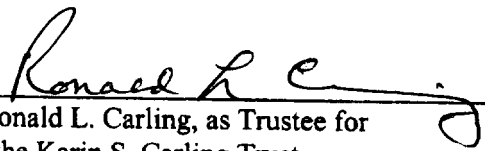
11. Authority. The individuals who have signed this Agreement represent and warrant that they are duly authorized to execute this Agreement, in either their individual or representative capacity as indicated, and that this Agreement is enforceable according to its terms.

IN WITNESS WHEREOF, Grantor and the 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":

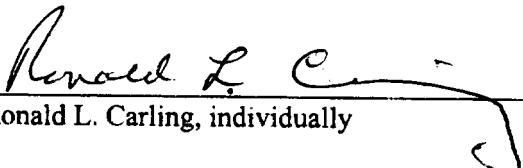
Karin S. Carling and Ronald L. Carling, as Trustees of the Karin S. Carling Trust, and Karin S. Carling individually, and Ronald L. Carling individually, and Karin S. Carling and Ronald L. Carling, as Trustees of the Ronald L. Carling Trust, as their respective interests appear, in and to an undivided 1/6 interest

Karin S. Carling, as Trustee for
the Karin S. Carling Trust



Ronald L. Carling, as Trustee for
the Karin S. Carling Trust

Karin S. Carling, individually



Ronald L. Carling, individually

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 DAE/Westbrook, which may only be changed by DAE/Westbrook).

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.

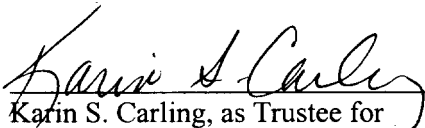
10. Further Assurances. Grantor agrees to execute and deliver such other and further documents and to take such other and further action as may from time to time reasonably be requested by the City to effectuate the purposes of this Agreement.

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.

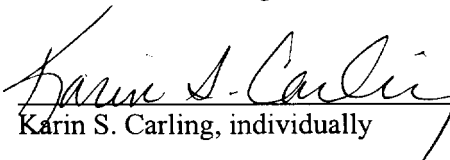
IN WITNESS WHEREOF, Grantor and the City have caused their names to be hereunto affixed by their duly authorized officers, or personally signed the same, as the case may be, as of the day and date first set forth above.

"GRANTOR":

Karin S. Carling and Ronald L. Carling, as Trustees of the Karin S. Carling Trust, and Karin S. Carling individually, and Ronald L. Carling individually, and Karin S. Carling and Ronald L. Carling, as Trustees of the Ronald L. Carling Trust, as their respective interests appear, in and to an undivided 1/6 interest


Karin S. Carling, as Trustee for
the Karin S. Carling Trust

Ronald L. Carling, as Trustee for
the Karin S. Carling Trust


Karin S. Carling, individually

Ronald L. Carling, individually

Karin S. Carling, as Trustee for
the Ronald L. Carling Trust

Ronald L. Carling, as Trustee for
the Ronald L. Carling Trust

Glenna F. Siggard and Don Siggard, as Trustees of the Glenna F. Siggard Family Trust dated November 21, 1995, as to an undivided 1/6 interest

Glenna F. Siggard, as Trustee of the Glenna F. Siggard Family Trust dated November 21, 1995

Don Siggard, as Trustee of the Glenna F. Siggard Family Trust dated November 21, 1995

The Korby M. and Cherylin A. Siggard Family Trust, Korby M. Siggard and Cherylin Siggard, as Trustees, as to an undivided 1/6 interest

Korby M. Siggard, as Trustee of The Korby M. and Cherylin A. Siggard Family Trust

Cherylin Siggard, as Trustee of The Korby M. and Cherylin A. Siggard Family Trust

Kipley J. Siggard, Trustee of the Kipley John Siggard Trust, dated August 25, 1995, as to an undivided 1/6 interest

Kipley J. Siggard, Trustee of the Kipley John Siggard Trust, dated August 25, 1995

Kayce Reinertsen, fka Kayce Siggard, individually and as Trustee of The Kayce Reinertsen Trust, dated April 23, 1997, as to an undivided 1/6 interest

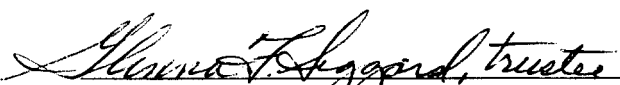
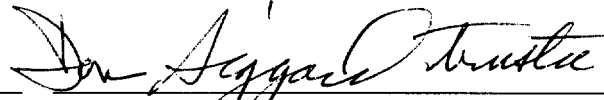
Kayce Reinertsen fka Kayce Siggard
Kayce Reinertsen, fka Kayce Siggard,
individually and as Trustee of The Kayce Reinertsen Trust, dated April 23, 1997

Kami Siggard, as to an undivided 1/6 interest


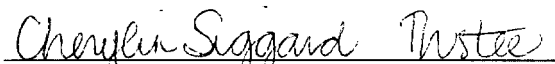
Karin S. Carling, as Trustee for
the Ronald L. Carling Trust

Ronald L. Carling, as Trustee for
the Ronald L. Carling Trust

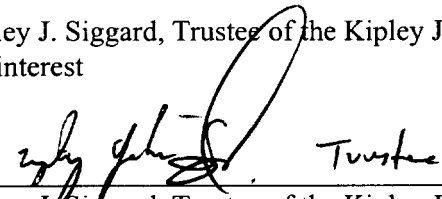
Glenna F. Siggard and Don Siggard, as Trustees of the Glenna F. Siggard Family Trust dated November 21, 1995, as to an undivided 1/6 interest

	
Glenna F. Siggard, as Trustee of the Glenna F. Siggard Family Trust dated November 21, 1995	Don Siggard, as Trustee of the Glenna F. Siggard Family Trust dated November 21, 1995

The Korby M. and Cherylin A. Siggard Family Trust, Korby M. Siggard and Cherylin Siggard, as Trustees, as to an undivided 1/6 interest

	
Korby M. Siggard, as Trustee of The Korby M. and Cherylin A. Siggard Family Trust	Cherylin Siggard, as Trustee of The Korby M. and Cherylin A. Siggard Family Trust

Kipley J. Siggard, Trustee of the Kipley John Siggard Trust, dated August 25, 1995, as to an undivided 1/6 interest

 Trustee

Kipley J. Siggard, Trustee of the Kipley John Siggard Trust, dated August 25, 1995

Kayce Reinertsen, fka Kayce Siggard, individually and as Trustee of The Kayce Reinertsen Trust, dated April 23, 1997, as to an undivided 1/6 interest

Kayce Reinertsen, fka Kayce Siggard, individually and as Trustee of The Kayce Reinertsen Trust, dated April 23, 1997

Kami Siggard, as to an undivided 1/6 interest

f.ka Kami Siggard, Kami Rasmussen
Kami Siggard, Kami Rasmussen

ENT 154730:2002 PG 8 of 20

HIGHLAND CITY:

Mayor

Attest:

City Recorder

APPROVED AS TO FORM AND LEGALITY:

City Attorney

STATE OF UTAH)
) ss.
_____ COUNTY)

On the ____ day of November, 2002, personally appeared before me _____ who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

STATE OF UTAH)
) ss.
_____ COUNTY)

On the ____ day of November, 2002, personally appeared before me _____ who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

HIGHLAND CITY:

ENT 154730:2002 PG 9 of 20

Jess Adamson
Mayor

Attest:
Kinga M. Jensen
City Recorder



APPROVED AS TO FORM AND LEGALITY

City Attorney

STATE OF UTAH)
)
_____ COUNTY)

ss.

On the ____ day of November, 2002, personally appeared before me _____ who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

STATE OF UTAH)
)
_____ COUNTY)

ss.

On the ____ day of November, 2002, personally appeared before me _____ who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

STATE OF UTAH)
)
 _____ COUNTY)

ss.

On the ____ day of November, 2002, personally appeared before me _____ who being by me
duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

STATE OF UTAH)
)
 _____ COUNTY)

ss.

On the ____ day of November, 2002, personally appeared before me _____ who being by me
duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

STATE OF ~~UTAH~~ ^{Idaho})
)
 Twin Falls COUNTY)

ss.

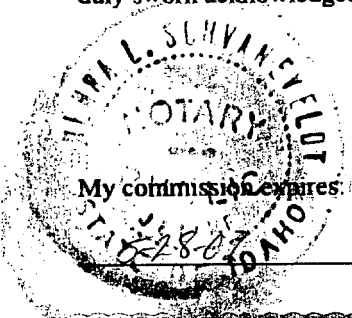
On the 4th day of November, 2002, personally appeared before me Kami Rasmussen (KA) Kami Siggard who being by me
duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

[Signature]
Notary Public

My commission expires:

My residence is:

Jerome Idaho



DEBRA L. SCHVANEVELDT
Notary Public
State of Idaho

Notary Public

My commission expires:

My residence is:

STATE OF UTAH)
)
_____ COUNTY)

ss.

On the 5 day of November, 2002, personally appeared before me Karin Carling who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Kristine L. Dumas
Notary Public

My residence is:
South Jordan



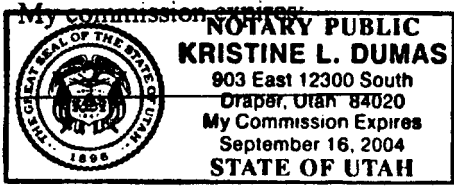
STATE OF UTAH)
South Jordan)
_____ COUNTY)

ss.

On the 5 day of November, 2002, personally appeared before me Karin Carling who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Kristine L. Dumas
Notary Public

My residence is:
South Jordan



STATE OF UTAH)
South Jordan)
_____ COUNTY)

ss.

Grantor pg.

Notary Public

My commission expires:

My residence is:

STATE OF UTAH Colorado)
)
ALAMOSA COUNTY)

ss.

On the 5TH day of November, 2002, personally appeared before me RONALD L. CARLING who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.



Patricia C. Wilson
Notary Public

My residence is:

Adams State College
Alamosa CO 81102

STATE OF UTAH)
)
_____) COUNTY)

ss.

On the ___ day of November, 2002, personally appeared before me _____ who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

STATE OF UTAH)
)
_____) COUNTY)

ss.

STATE OF ILLINOIS)
)
DuPage COUNTY)

ss.

Kayce Reinertsen

On the 4th day of November, 2002, personally appeared before me Kayce Reinertsen who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.



Cassie L Slapak
Notary Public

My commission expires:

My residence is:

11-28-05

120 E Wesley St Wheaton

STATE OF ILLINOIS)
)
DuPage COUNTY)

ss.

Kayce Reinertsen

On the 11th day of November, 2002, personally appeared before me Kayce Reinertsen who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.



Cassie L Slapak
Notary Public

My commission expires:

My residence is:

11-28-05

120 E Wesley St Wheaton

STATE OF UTAH)
)
_____ COUNTY)

ss.

On the ___ day of November, 2002, personally appeared before me _____ who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

STATE OF UTAH)
)
Salt Lake COUNTY)

ss.

On the 4 day of November, 2002, personally appeared before me Kipley Sigurd who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

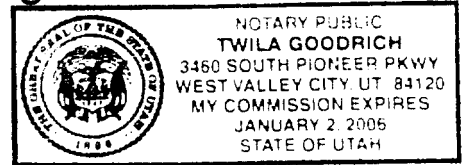
Twila Goodrich
Notary Public

My commission expires:

January 2, 2006

My residence is:

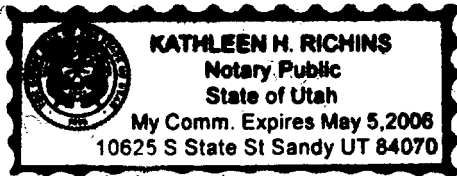
West Valley City



STATE OF UTAH)
)
Salt Lake COUNTY)

ss.

On the 5 day of November, 2002, personally appeared before me Korby M Sigurd & Cheryl Sigurd who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.



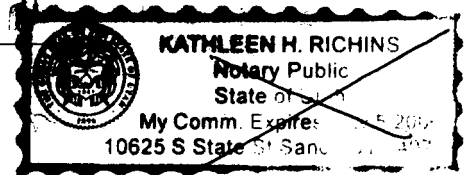
Kathleen Richins
Notary Public

My commission expires:

5-5-06

My residence is:

Sandy Utah



STATE OF UTAH)
)
_____ COUNTY)

ss.

On the ____ day of November, 2002, personally appeared before me _____ who being by me duly sworn acknowledged before me that (s)he signed the within and foregoing instrument.

Notary Public

My commission expires:

My residence is:

On the 22nd day of November, 2002, the foregoing instrument was acknowledged before me by Jess Adams as the mayor of Highland City, a Utah municipal



Fred N. Jensen
Notary Public

My commission expires:

9/17/2006

My residence is:

Highland, Utah

Exhibit A

Legal Description for Grantor Property
(Parcel 5)

Parcel No. 5: Commencing 12 ½ chains West of the Northeast corner of Section 27, Township 4 South, Range 1 East, Salt Lake Meridian; thence West 7 ½ chains to the West line of the Northeast quarter of the Northeast quarter of said section; thence South 20 chains; thence East 7 ½ chains; thence North 20 chains to beginning. Contains 15 acres.

Exhibit S-1*[Legal Description of Temporary Construction Easement Property]*

A parcel of land for the purpose of a temporary construction easement, located in the Northeast Quarter of Section 27, 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 (2001) marking the East Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°09'52" East 2654.081 feet from said east quarter corner to a 3" Utah County brass cap monument (1958) marking the Northeast Corner of said Section 27); thence North 00°09'52" East 1327.040 feet along the east line of said section; thence South 89°50'18" West 1200.117 feet along the 40 acre line to a point on the south line of Parcel 5 owned by Siggard et al, as recorded in Book 3848 at Page 630, Book 4157 at Page 23, Book 4639 at Page 534, Book 4639 at Page 536 and as Entry No. 2547:2001 and Entry No. 6569:2001 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence South 89°50'18" West 19.805 feet along said 40 acre line and said south line; thence North 00°00'00" East 57.191 feet; thence North 02°13'06" West 174.340 feet; thence North 00°41'10" East 143.780 feet; thence North 01°26'55" East 155.714 feet; thence North 00°55'34" East 241.120 feet; thence North 05°39'08" East 51.389 feet; thence North 04°28'21" West 165.537 feet; thence North 03°00'10" East 139.559 feet; thence North 00°39'14" West 149.384 feet; thence North 00°57'01" West 51.215 feet to the north line of said Parcel 5 and to the north line of said Section 27; thence North 89°53'10" East 23.084 feet along said north line and along said north section line; thence South 00°07'45" West 1328.037 feet to the POINT OF BEGINNING.

Containing 0.6764 acres.

[Legal Description of Slope Easement Property]

Two parcels of land for the purpose of slope easements, located in the Northeast Quarter of Section 27, 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 (2001) marking the East Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°09'52" East 2654.081 feet from said east quarter corner to a 3" Utah County brass cap monument (1958) marking the Northeast Corner of said Section 27); thence North 00°09'52" East 1327.040 feet along the east line of said section; thence South 89°50'18" West 1219.923 feet along the 40 acre line to a point on the south line of Parcel 5 owned by Siggard et al, as recorded in Book 3848 at Page 630, Book 4157 at Page 23, Book 4639 at Page 534, Book 4639 at Page 536 and as Entry No. 2547:2001 and Entry No. 6569:2001 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence South 89°50'18" West 10.195 feet along said 40 acre line and said south line; thence North 00°07'45" East 1328.062 feet to the north line of said Parcel 5 and to the north line of said Section 27; thence North 89°53'10" East 6.916 feet along said north line and along said north section line; thence South 00°57'01" East 51.215 feet; thence South 00°39'14" East 149.384 feet; thence South 03°00'10" West 139.559 feet; thence South 04°28'21" East 165.536 feet; thence South 05°39'08" West 51.389 feet; thence South 00°55'34" West 241.120 feet; thence South 01°26'55" West 155.714 feet; thence South 00°41'10" West 143.780 feet; thence South 02°13'06" East 174.340 feet; thence South 00°00'00" West 57.191 feet to the POINT OF BEGINNING.

Containing 0.238 acres.

WEST SIDE

Commencing at a 3" Utah County brass cap monument (2001) marking the East Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°09'52" East 2654.081 feet from said east quarter corner to a 3" Utah County brass cap monument (1958) marking the Northeast Corner of said Section 27); thence North 00°09'52" East 1327.040 feet along the east line of said section; thence South 89°50'18" West 1304.118 feet along the 40 acre line to a point on the south line of Parcel 5 owned by Siggard et al, as recorded in Book 3848 at Page 630, Book 4157 at Page 23, Book 4639 at Page 534, Book 4639 at Page 536 and as Entry No. 2547:2001 and Entry No. 6569:2001 in the office of the Utah County Recorder to the POINT OF BEGINNING; thence South 89°50'18" West 18.466 feet along said 40 acre line and said south line; thence North 00°06'29" East 1328.114 feet along a 40 acre line and along the west line of said Parcel 5 to the north line of said Parcel 5 and to the north line of said Section 27; thence North 89°53'10" East 18.956 feet along said north line and along said north section line; thence South 00°07'45" West 1328.123 feet to the POINT OF BEGINNING.

Containing 0.570 acres.

Exhibit S-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 Northeast Quarter of Section 27, 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 (2001) marking the East Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°09'52" East 2654.081 feet from said east quarter corner to a 3" Utah County brass cap monument (1958) marking the Northeast Corner of said Section 27); thence North 00°09'52" East 1327.040 feet along the east line of said section; thence South 89°50'18" West 1229.901 feet along the 40 acre line to a point on the south line of Parcel 5 owned by Siggard et al, as recorded in Book 3848 at Page 630, Book 4157 at Page 23, Book 4639 at Page 534, Book 4639 at Page 536 and as Entry No. 2547:2001 and Entry No. 6569:2001 in the office of the Utah County Recorder; thence North 00°09'42" West 42.604 feet to the POINT OF BEGINNING; thence North 00°07'45" East 101.555 feet along the easterly right-of-way line of the future Suncrest Drive; thence South 89°52'15" East 95.206 feet; thence South 00°00'00" East 84.404 feet; thence South 76°37'59" East 145.904 feet; thence South 13°22'01" West 20.000 feet; thence North 76°37'59" West 156.027 feet; thence North 89°52'15" West 80.963 feet to the POINT OF BEGINNING.

Containing 0.2887 acres.

A parcel of land for the purpose of a storm drain easement, located in the Northeast Quarter of Section 27, 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 (2001) marking the East Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°09'52" East 2654.081 feet from said east quarter corner to a 3" Utah County brass cap monument (1958) marking the Northeast Corner of said Section 27); thence North 00°09'52" East 2102.836 feet along the east line of said section; thence South 90°00'00" West 1218.451 feet to the POINT OF BEGINNING; thence North 29°39'48" West 24.416 feet to the easterly right-of-way line of the future Suncrest Drive; thence along said easterly right-of-way line North 00°07'45" East 40.253 feet; thence South 29°39'48" East 59.348 feet; thence South 60°20'12" West 20.000 feet to the POINT OF BEGINNING.

Encompassing 0.019 acres.

A parcel of land for the purpose of a storm drain easement, located in the Northeast Quarter of Section 27, 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 (2001) marking the East Quarter Corner of Section 27, Township 4 South, Range 1 East, Salt Lake Base and Meridian (basis of bearing being North 00°09'52" East 2654.081 feet from said east quarter corner to a 3" Utah County brass cap monument (1958) marking the Northeast Corner of said Section 27); thence North 00°09'52" East 2102.836 feet along the east line of said section; thence South 90°00'00" West 1218.451 feet; thence North 29°39'48" West 211.195 feet to the POINT OF BEGINNING; thence North 29°39'48" West 37.844 feet to the west line of Parcel 5 owned by Siggard et al, as recorded in Book 3848 at Page 630, Book 4157 at Page 23, Book 4639 at Page 534, Book 4639 at Page 536 and as Entry No. 2547:2001 and Entry No. 6569:2001 in the office of the Utah County Recorder; thence along said west line North 00°06'33" East 19.315 feet; thence North 60°20'12" East 10.409 feet; thence South 29°39'48" 19.677 feet to the westerly right-of-way line of the future Suncrest Drive; thence along said westerly right-of-way line South 00°07'45" West 40.253 feet to the POINT OF BEGINNING.

Encompassing 0.015 acres.