

When Recorded Return To:

Central Utah Water Conservancy District 355 West University Parkway Orem, Utah 84058

Attention: Lands Manager

ENT 80371:2018 PG 1 of 63 JEFFERY SMITH UTAH COUNTY RECORDER 2018 Aug 23 1:34 pg FEE 0.00 BY CS RECORDED FOR CENTRAL UTAH WATER CONSERVA

Above Space For Recorder's Use Only

RELEASE AND GRANT OF EASEMENTS

THIS RELEASE AND GRANT OF EASEMENTS, is made and executed by and between TUCKER ROW HOMEOWNERS' ASSOCIATION, ("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 real property on or near the former Geneva Steel Mill site described as Tucker Row at Waters Edge, a Residential Planned Unit Development, and recorded as Entry No. 21006:2016 in the official records of the Utah County Recorder (the "Grantor Property").
- B. Anderson Geneva LLC and Ice Castle Retirement Fund LLC, (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"). The Original Easements were obtained from the Original Owners by the 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. A portion of the First Relocated Easements, depicted as UCE-6B, TCE-6G and a perpetual non-exclusive easement recorded as Entry No. 33205:2104 in the official records of the Utah County Recorder ("Additional Easement"), are all situated over, under, across and through certain real property owned by the Grantor as more particularly described in EXHIBIT "A & B" attached hereto and incorporated by reference herein.
- D. The Grantee has requested of Grantor that certain of the easements set forth in the First Relocated Easements be removed and/or relocated in order to suit Grantee's purposes in connection with development of the Central Water Project.
- E. Grantor and Grantee are each willing to relocate such portions of the First Relocated Easements as are necessary to accomplish their respective purposes in connection with the Grantor's future development of their property and the 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.

L:\CWP\Well Connection Water Transmission Lines\R&G of Easements TR 02.docx

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 Subsequent Grant with the express intention of the Grantee to permanently extinguish said easements. The Subsequent Grant released and extinguished hereby are as follows:

Those portions of the Subsequent Grant released and extinguished hereby, depicted as UCE-6B, Additional Easement and TCE-6G are identified and legally described in EXHIBIT C and as shown on EXHIBIT G.

ARTICLE II GRANT OF EASEMENTS

- A. <u>GRANT OF EASEMENTS</u>. 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 a portion of the Subsequent Grant released herein, as follows:
- 1. <u>Perpetual Utility Easement</u>. 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, pressure reducing equipment, valves, inspection boxes and other such equipment, depicted as "*UCE-TR-1*", and situated over, under, across and through that certain land more particularly described in EXHIBIT D and shown on EXHIBIT G, attached hereto and by reference made a part hereof (the "*Perpetual Easement*").
- 2. Temporary Construction Easements. Two 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, pressure reducing equipment, valves, inspection boxes and other such equipment, depicted as "TCE-TR-1" and "TCE-TR-2" and situated over, under, across and through that certain land more particularly described in EXHIBIT E and shown on EXHIBIT G, (the "Temporary Construction Easements"). The Temporary Construction Easements shall expire upon completion of construction of the Central Water Project pipeline and appurtenances on the Grantor Property are complete. The granting of the Temporary Construction Easement shall not prohibit Grantor or its assigns from constructing improvements within the rights of way of the Temporary Construction Easement. Grantee shall restore any improvements situated within the area of any Temporary Construction Easement to their pre-construction condition as near as practicable.
- 3. <u>Permanent Access Easement</u>. A perpetual, non-exclusive access and right of way easement to access the Perpetual and Temporary Construction Easements, depicted as "*PAE-TR-1*" and situated over, under, across and through that certain land particularly described in EXHIBIT F and as shown on EXHIBIT G, (the "*Permanent Access Easement*").

- 4. <u>Easement Property</u>. The Grantor Property burdened by the Perpetual Easement, the Temporary Construction Easements and the Permanent Access Easement is referred to herein as the "Easement Property."
- B. <u>RIGHTS, RESTRICTIONS AND CONDITIONS</u>. The Perpetual Easement, the Temporary Construction Easements and the Permanent Access Easement (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.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 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. Grantee may request additional easements on behalf of power supply providers to provide electrical power to Grantee's facilities and equipment. Grantor will not unreasonably withhold or delay such approvals.
- 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. The Grantor, his successors and assigns hereby agrees that within the perpetual easement area described herein: (i) no buildings or structures of a permanent nature will be constructed and no trees, bushes, vines, or other landscaping improvements with deep root zones will be planted; (ii) removal of materials from or placement of materials upon the perpetual easement shall be subject to the approval of the Grantee, its agents and/or assigns; (iii) future easements to third parties on, over, or across the area will be subject to the approval of the Grantee, its agents and/or assigns; (iv) all fencing constructed across the perpetual easement shall be non-permanent and removable, or provided with gates to provide efficient and easy access; (v) vehicles or construction equipment exceeding HS-20 loading will not be allowed within the perpetual easement unless adequate protection of the pipeline and appurtenant facilities is provided, as approved by the Grantee, its agents and/or assigns.
- 3. Any and all of Grantee's construction, operational and maintenance 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. If Grantor prohibits the disposal of excess soil on Grantor's property, Grantee will remove said soil from Grantor's property and dispose of it offsite. 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).

L:\CWP\Well Connection Water Transmission Lines\R&G of Easements TR 02.docx

- (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 detects, 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 1	ر day of	August	_, 20 <u>\$</u> .
---	-------------	--------	-------------------

GRANTOR:

TUCKER ROW HOMEOWNERS' ASSOCIATION

GRANTEE:

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

ACKNOWLEDGMENTS

STATE OF UTAH)				
COUNTY OF WIM	ss.				
The foregoing ins by ASSOCIATION, for and	trument was acl	knowledged befor	re me the _\(\frac{\frac{15^{\text{\ti}\}\text{\ti}\text{\texi{\text{\texi}\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\texi}\texi{\tex{\texit{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi{\texi}\texi{\texi{\	day <u>Muust</u> , 2 er row home	20 _(g _, COWNERS'
ASSOCIATION, for and	on behalf of said	d Grantor.			
	î	Notary Public:	Oly		
				NOTARY PU	NA HARDY BLIC-STATE OF UTA+ S10 N# 683685 XP. 06-16-2019
STATE OF UTAH)					
S: COUNTY OF UTAH)	j.				
The foregoing ins by <u>Gene Shawcroff</u> District, a political subdiv	trument was act, the Grew ision of the State	knowledged befor Was Manag te of Utah, for all	re me the <u>1014</u> <u>Vr</u> of the C d on behalf of s	day <u>July</u> , i Central Utah Wate aid Grantee.	20 <u>18</u> , r Conservancy
	1	Notary Public:	Pachali	Pauller-G	omez
Sacha E. Corrent My Cont	ary Public Butler-Gomez Inter 1087902 Interior Expires on 9, 2020				

EXHIBIT A – FIRST RELOCATED EASEMENTS

When Recorded Return To:

Central Utah Water Conservancy District 355 West University Parkway Orem, Utah 84058 Attention: District Engineer



RELEASE AND GRANT OF EASEMENTS

THIS RELEASE AND GRANT OF EASEMENTS, is made and executed by and between ANDERSON GENEYA, LLC, a Utah limited liability company, and ICE CASTLE RETIREMENT FUND L.L.C., a Utah limited liability company (collectively "Granter"), and CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah, ("Grantee"). Granter and Grantee are sometime referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Granter, 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"), previously granted and conveyed to Grantee a series of easements as enumerated in the Original Grant (collectively, the "Original Easements"), to be utilized in connection with the development by Grantee of the Central Utah Water Conservancy District Water Development Project (the "Central Water Project").
- B. The Original Easements are all situated over, under, across and through certain real property owned by Granter as more particularly described in <u>EXHIBIT "A"</u> attached hereto and incorporated by reference herein (the "Granter Property").
- C. Granter has requested of Grantee that certain of the easements set forth in the Original Grant be removed and/or relocated in order to suit Grantor's purposes in connection with development by Granter of its commercial and industrial real estate development project on the Granter Property ("Grantor's Development").
- D. Grantee has requested of Granter that certain of the easements set forth in the Original Grant be relocated in order to suit Grantee's purposes in connection with Grantee's development of its Central Water Project.
- E Granter and Grantee are each willing to release and extinguish and/or relocate such number of the Original Easements as are necessary to accomplish their respective purposes in connection with Granter's Development 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

ŧ

್ರಾಣ ಸಹ್ಮಾರ್ಯಾಕ್ಷಣ ಕರಕ್ಕಾರ

- A. <u>RELEASE</u>. Grantee does hereby release, re-convey and quit claim to Grantor all of Grantee's interest in and to certain of the Original Easements granted by Grantor to Grantee under the Original 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. The Original Easements released and extinguished hereby are as follows:
- 1. Those easements identified in the Original Grant under Paragraph A thereof as UCE-4 and UCE-5 and under Paragraph 19 thereof as TCE-4 and TCE-5, as legally described and depicted in Exhibit "A" to the Original Grant.
- Those easements identified in the Original Grant under Paragraph B thereof as UCE-2 and UCE-6 and under Paragraph 19 thereof as TCE-2 and TCE-6.

All of the other Original Easements identified and described in the Original 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 Original Grant.

B. <u>ADDITIONAL CONSIDERATION</u>. As additional consideration for the release and reconveyance of the easements described in Section A of this Article, and the grant of replacement easements as described in Article II hereof, the Parties agree as follows:

1. Material and Groundwater Encountered Subsurface.

- (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.
- 2. <u>Material Encountered on the Surface</u>. 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 that is encountered by Grantee in connection with any construction activity on the Grantor Property may be moved and placed on the surface off of the easement area, 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 Grantor 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 to enjoy the use of the easements.

ARTICLE II GRANT OF EASEMENTS

- A. <u>GRANT</u>. 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 the Original Easements released hereby (collectively the "Easements"):
- 1. <u>Utility Easements</u>. Perpetual, non-exclusive easements and rights 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, to be situated as more particularly described and depicted as "New UCE-2", "New 50" UCE", "New UCE-4", "New UCE 6A", "New UCE 6B", "New UCE-6C", and "New UCE-6D" in <u>EXHIBIT "B"</u>, attached hereto and by reference made a part hereof.
- 2. <u>Temporary Construction Easements</u>. Temporary construction easements over across, under and through the Grantor Property, 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. The Temporary Construction Easements are described and depicted as "New TCE-2A", "New TCE-2B", "New TCE 4A", "New TCE 4B", "New TCE 4B", "New TCE 4C", "New TCE-6F", "New TCE-6H", "New TCE-6F", "New
- B. <u>RIGHTS, RESTRICTIONS AND CONDITIONS</u>. The Easements are granted with and subject to the following rights, restrictions and conditions:
- 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.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 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 property underlying the Easements (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

TO E SER TO THE CONTROL OF SECURITION

shall not be unreasonably withheld or delayed.

- 2. Grantee will not make any use of the Easements 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 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 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.
- 7. If at any time Grantor creates, constructs and/or dedicates a public or private road near any of the above described 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

 $(\mathcal{J}_{\mathbf{p}_{n-1}}, \mathcal{J}_{\mathbf{p}_{n}} \otimes \mathcal{S}_{\mathbf{p}_{n}}) = (\mathcal{D}_{\mathbf{p}_{n}}^{\mathbf{p}_{n}}) = (\mathcal{J}_{\mathbf{p}_{n}}^{\mathbf{p}_{n}} \otimes \mathcal{J}_{\mathbf{p}_{n}}^{\mathbf{p}_{n}}) = \mathcal{D}_{\mathbf{p}_{n}}^{\mathbf{p}_{n}} \otimes \mathcal{D}_{\mathbf{p}_{n}}^{\mathbf{p}_{n}} \otimes \mathcal{D}_{\mathbf{p}_{n}}^{\mathbf{p}_{n}})$

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, casement, 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. This instrument 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.
- 12. If any legal action or proceeding arising out of or relating to this Grant of Easement 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.
- Grantee is acquiring the Easements as is, where is, with all faults and detects, 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 or the Easements.
- 14. 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.
- 15. 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 great day of Deverber , 2009

GRANTOR:

ANDERSON GENEVA, LLC, a translational limited trability company

BY: ANDERSON HOUDINGS, LLC, a Utah limited liability company, its Manager

D.v.

Gerald D. Anderson: Manage



ICE CASTLE RETIRMENT FUND L.L.C.,

a Utah limited liability company

BY: 1031 INTERMEDIARY SERVICES, INC., a Utah corporation, its Sole Member

GRANTEE:

CENTRAL UTAH WATER CONSERVANCY DISTRICT

A political subdivision of the State of Utah

Don A. Christiansen, General Manager

ACKNOWLEDGMENTS

STATE OF UTAH SS COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me the 3d day of 12cember, 2009, by Gerald D. Anderson, as Manager of ANDERSON HOLDINGS, LLC, a Utah limited liability company, the Manager of ANDERSON GENEVA, LLC, a Utak limited liability company, for and on behalf of said Grantor.

STATE OF UTAH

COUNTY OF SALT LAKE

2205 E. Powderkeg Dr. Sandy. Uran 84093 My Commission Expires November 18, 2010 STATE OP UTAH The foregoing instrument was acknowledged before me the 3rd day of Delember by Michelle C. Smith, as President of 1031 Intermediary Services, Inc., Sole Member of Ice Castle Retirement Fund L.L.C., for and on behalf of said Grantor.

Notary Public

NOTARY PUBLIC DENNIS M. ASTILL 2205 E. Powdering Dr. Sandy. Utah 94093 My Commission Expires

NOTARY PUBLIC DENNIS M. ASTILL

November 16, 2010 STATE OF UTAH



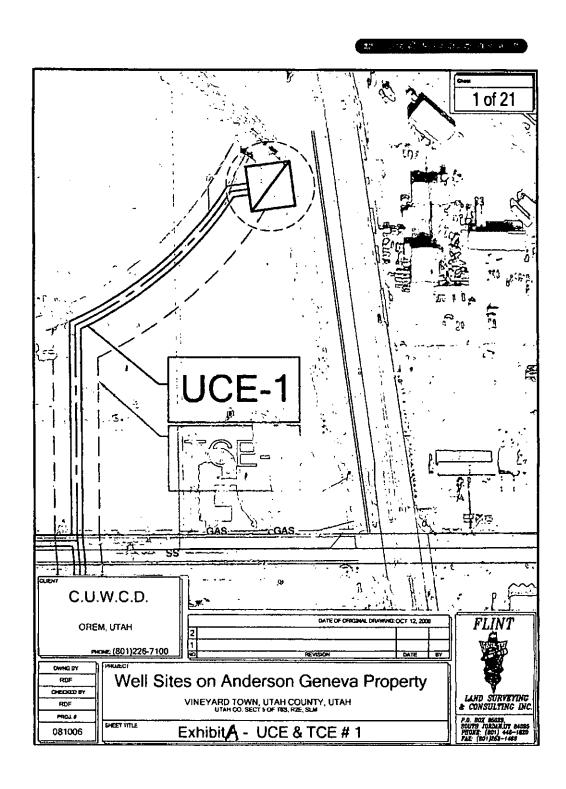
STATE OF UTAH) : ss. COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 3rd day of 1000 day o

Carolen O. Quigles

THE ROSE AS A SECURITY OF THE PARTY

EXHIBIT A TO RELEASE AND GRANT OF EASMENTS Original Easement Descriptions				
	·-			



20 B 200-27 - 200 100 10 to 5

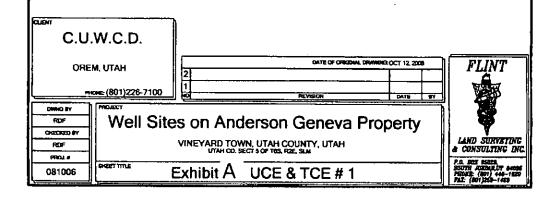
2 of 21

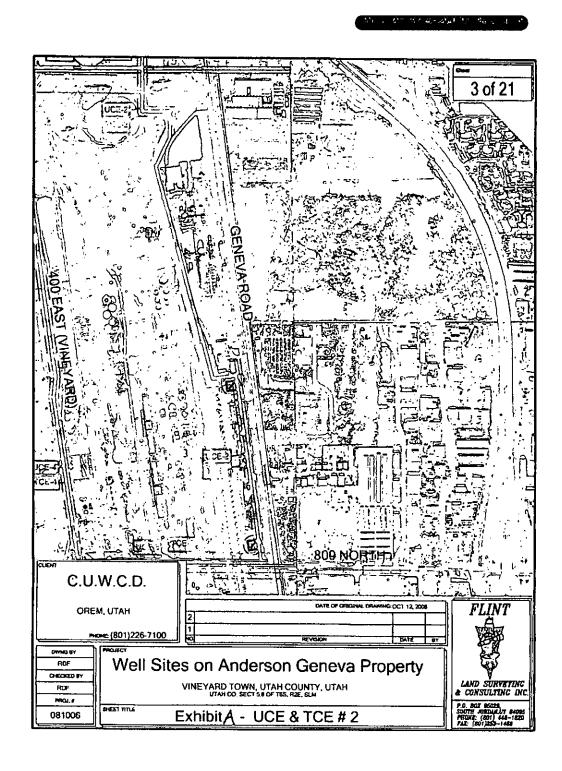
LEGAL DESCRIPTION OF: UCE # 1

A perpetual Utility & Access Easement located in Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the North right of way line of 1600 North street, said point also being North 89°39'24" East 3737.824 feet along the quarter section line (basis of bearing) & North 00°20'36" West 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence, N 00° 20' 45" W for a distance of 481.973 feet to the beginning of a 804.012 foot radius curve; Thence along said curve turning to the left 472.228 feet, through an angle of 33° 37' 55", and whose long chord bears N 49° 35' 50" E for a distance of 465.469 feet; Thence, N 82° 12' 17" E for a distance of 46.238 feet; Thence, S 07° 48' 13" E for a distance of 25.000 feet; Thence, S 82° 12' 17" W for a distance of 34.840 feet to the beginning of a 829.012 foot radius curve; Thence along said curve turning to the right 458.787 feet, through an angle of 31° 42' 30", and whose long chord bears S 49° 25' 32" W for a distance of 452.955 feet; Thence S 00° 20' 45" E a distance of 465.679 feet; Thence, S 89° 39' 24" W for a distance of 25.000 feet to the POINT OF BEGINNING; Containing 24,496 square feet and 0.56 Acres more or less.

LEGAL DESCRIPTION OF: TCE #1

A Temporary Construction Easement located in Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the North right of way line of 1600 North street, said point also being North 89°39′24″ East 3700.324 feet along the quarter section line (basis of bearing) & North 00°20′36″ West 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence, N 00° 20′ 45″ W for a distance of 466.978 feet to the beginning of a 804.013 foot radius; Thence along said curve turning to the left 587.953 feet, through an angle of 41° 53′ 56″, and whose long chord bears N 48° 21′ 07″ E for a distance of 574.940 feet; Thence, S 07° 47′ 43″ E for a distance of 121.867 feet; Thence, N 82° 12′ 17″ E for a distance of 31.943 feet to the beginning of a 904.02 foot radius curve; Thence along said curve turning to the right 509.138 feet, through an angle of 32° 16′ 07″, and whose long chord bears S 48° 41′ 19″ W for a distance of 502.436 feet; Thence, S 89° 39′ 24″ W for a distance of 100.000 feet to the POINT OF BEGINNING; Containing 96,202 square feet and 2.21 Acres more or less.





May 1 24 P Grade of Page 1984 He 1 1 1 1

4 of 21

LEGAL DESCRIPTION OF: UCE # 2

A perpetual Utility & Access Easement located in Sections 5 & 8, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the South right of way line of 1600 North street, said point also being North 89°39'24" East 3743.632 feet along the quarter section line (basis of bearing) & South 00°20'36" East 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running Thence, N 89° 39' 24" E for a distance of 25.00 feet;

Thence, S 00° 20' 45" E for a distance of 390.084 feet;

Thence, N 89° 59' 14" E for a distance of 290.125 feet;

Thence, South a distance of 285.289 feet;

Thence, S 25° 14' 35" W for a distance of 337.441 feet;

Thence, S 14° 56' 19" E for a distance of 2289.377 feet;

Thence, N 82° 30' 21" E for a distance of 250.932 feet;

Thence, S 07° 48' 56" E for a distance of 1988.900 feet;

Thence, N 89° 31' 18" W for a distance of 25.264 feet;

Thence, N 07° 48' 56" W for a distance of 1960.395 feet;

Thence, S 82° 30' 21" W for a distance of 248.018 feet;

Thence, N 14° 56' 19" W for a distance of 2320.467 feet;

Thence, N 25° 14' 35" E for a distance of 340.987 feet;

Thence, North a distance of 254.686 feet:

Thence, S 89° 59' 14" W for a distance of 289.975 feet;

Thence N 00° 20' 45" W a distance of 414.940 feet to the POINT OF BEGINNING;

Containing 145,774 square feet and 3.35 Acres more or less.

	•				
.W.C.D.					
M, UTAH		DATE OF ORIGIN	FAL DRAWTING OCT 12, 2008		FLINT
	2				7 72 7
ov∈ (801)226-7100	HO	Diversity			WE W
PROJECT	<u> </u>	TET DOOR	[DATE]	<u> </u>	
Well Site	e on And	derson Conoue	Dronom		
The stee on Anderson Geneva Property				- 1	₩
VINEYARD TOWN, UTAH COUNTY, UTAH				LAND SURVEYING	
	UTAH CO. SE	ECT 5, B OF 785, RZE, SLM			& CONSULTING INC.
POET TITLE	Exhibit A	UCE & TCE # 2)	-	P.O. BOT MEDIA SCOTTE CHEMILE DT 04000 PEDES: (801) 440-1820
	M, UTAH 00= (801)225-7100 Well Site	Well Sites on And VINEYARD TO:	M, UTAH 2 1 2	M, UTAH 2 1 1 1 1 1 1 1 1 1 1 1 1	M, UTAH 2

BUT OF STORY OF LAND

5 of 21

LEGAL DESCRIPTION OF: TCE #2

A Temporary Construction Easement located in Sections 5 & 8, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the South right of way line of 1600 North street, said point also being North 89°39′24″ East 3706.110 feet along the quarter section line (basis of bearing) & South 00°20′36″ East 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence, N 89° 39′ 24″ E for a distance of 100.000 feet;

Thence, S 00° 19' 30" E for a distance of 352.812 feet;

Thence, East a distance of 290.505 feet

Thence, South a distance of 279,443 feet;

Thence, S 40° 54' 01" W for a distance of 57.237 feet;

Thence, S 25° 14' 45" W for a distance of 337.465 feet;

Thence, S 14° 56' 19" E for a distance of 2289.321 feet;

Thence, N 82° 30' 21" E for a distance of 288,439 feet;

Thence, S 07° 48' 56" E for a distance of 1918.419 feet;

Thence, N 89° 31' 18" W for a distance of 101.057 feet;

Thence, N 07° 48' 56" W for a distance of 1804.345 feet;

Thence, S 82° 30' 21" W for a distance of 276.775 feet;

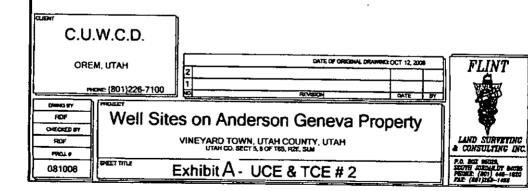
Thence, N 14° 56' 19" W for a distance of 2413,706 feet:

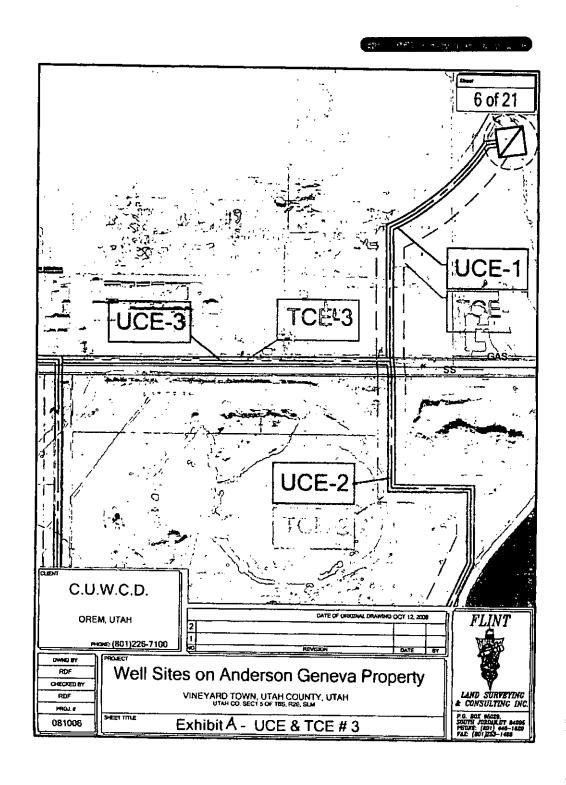
Thence, N 25° 14' 35" E for a distance of 439.541 feet;

Thence, North a distance of 120.838 feet;

Thence West a distance of 289,940 feet;

Thence, N 00° 19' 30" W for a distance of 452.215 feet to the **POINT OF BEGINNING**; Containing 580,961 square feet and 13.33 Acres more or less.





1 COPP a MARCHARD MARCH IN

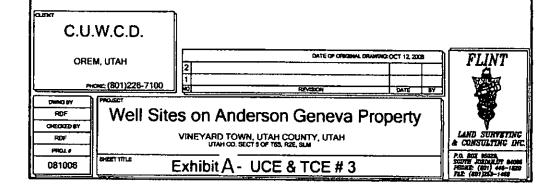
7 of 21

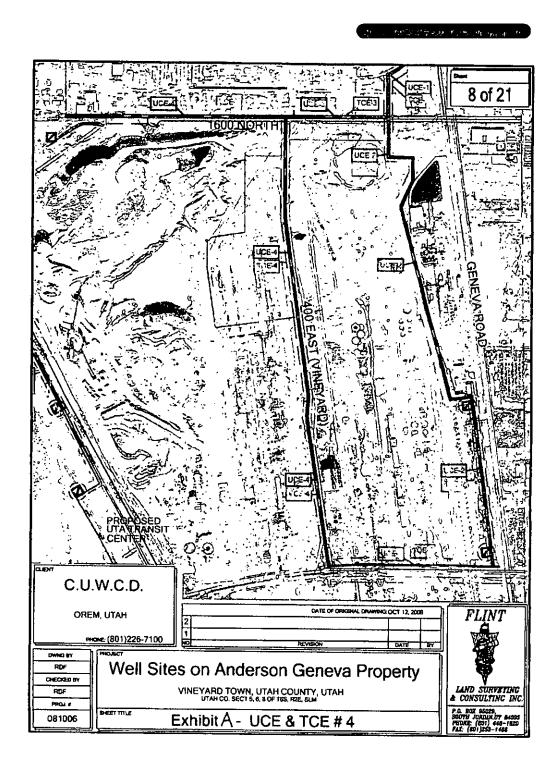
LEGAL DESCRIPTION OF: UCE #3

A perpetual Utility & Access Easement located in Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the North right of way line of 1600 North street, said point also being North 89°39'24" East 2566.738 feet along the quarter section line (basis of bearing) & North 60°20'36" West 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence along said North right of way line, N 89° 39' 24" E for a distance of 1196.086 feet; Thence, S 05° 22' 20" E for a distance of 66.255 feet to the South right of way line of 1600 North Street; Thence along said South line, S 89° 39' 24" W for a distance of 25.000 feet; Thence, N 05° 22' 20" W for a distance of 41.158 feet; Thence S 89° 39' 24" W a distance of 1173.429 feet; Thence, N 00° 00' 50" W for a distance of 25.000 feet to the POINT OF BEGINNING; Containing 30,956 square feet and 0.71 Acres, more or less.

LEGAL DESCRIPTION OF: TCE #3

A Temporary Construction Easement located in Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the North right of way line of 1600 North street, said point also being North 89°39'24" East 2566.738 feet along the quarter section line (basis of bearing) & North 00°20'36" West 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence along the said North right of way line, N 89° 39' 24" E for a distance of 1233.586 feet; Thence, S 05° 20' 59" E for a distance of 66.253 feet to the South right of way line of 1600 North street; Thence along said South right of way line S 89° 39' 24" W a distance of 1239.747 feet; Thence, N 00° 00' 50" W for a distance of 66.001 feet to the POINT OF BEGINNING; Containing 81,620 square feet and 1.87 Acres more or less.





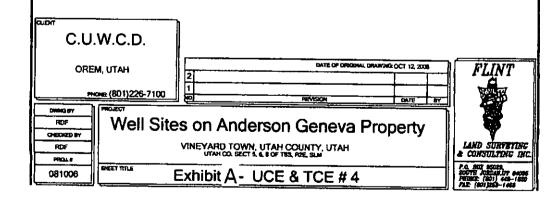
App. Book this to I to it it

9 of 21

LEGAL DESCRIPTION OF: UCE #4

A perpetual Utility & Access Easement located in Sections 5 & 8, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the South right of way line of 1600 North street, said point also being North 89°39'24" East 2541.358 feet along the quarter section line (basis of bearing) & South 00°20'36" East 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING and running thence, N 89° 39' 24" E for a distance of 25.000 feet; Thence, S 00° 00' 50" E for a distance of 999.249 feet to the beginning of a 1475.00 foot radius curve; Thence along said curve turning to the left 201.429 feet, through an angle of 07° 49' 28", and whose long chord bears S 03° 54' 47" E for a distance of 201.273 feet; Thence, S 07° 49' 31" E for a distance of 1967.394 feet to the beginning of a 295.000 foot radius curve; Thence along said curve turning to the right 61.423 feet, through an angle of 11° 55' 47", and whose long chord bears S 01° 51' 38" E for a distance of 61.312 feet; Thence, S 04° 06' 16" W for a distance of 183.545 feet to the beginning of a 305.00 foot radius curve;

Thence along said curve turning to the left 68.374 feet, through an angle of 12° 50′ 40°, and whose long chord bears S 02° 19′ 04° E for a distance of 68.231 feet; Thence S 08° 44′ 24° E a distance of 1694.553 feet to a 8089.911 radius curve; Thence along said curve turning to the left 25.068 feet, through an angle of 00° 10′ 39°, and whose long chord bears S 85° 29′ 05° W for a distance of 25.068 feet; Thence, N 08° 44′ 24″ W for a distance of 1692.707 feet to the beginning of a 330.00 foot radius curve; Thence along said curve turning to the right 73.978 feet, through an angle of 12° 50′ 40°, and whose long chord bears N 02° 19′ 04° W for a distance of 73.823 feet; Thence, N 04° 06′ 16° E for a distance of 183.545 feet to the beginning of a 270.00 foot radius curve; Thence along said curve turning to the left 56.218 feet, through an angle of 11° 55′ 47°, and whose long chord bears N 01° 51′ 38″ W for a distance of 56.116 feet; Thence, N 07° 49′ 31° W for a distance of 1967.394 feet to the beginning of a 1500.00 foot radius curve; Thence along said curve turning to the right 204.838 feet, through an angle of 07° 49′ 28°, and whose long chord bears N 03° 54′ 47° W for a distance of 204.679 feet; Thence, N 00° 00′ 50° W for a distance of 999.106 feet to the POINT OF BEGINNING; Containing 129422 square feet and 2.97 Acres more or less.



क्षिण चार्याच्या १०० खेळाळेखा व्यक्त का का का

10 of 21

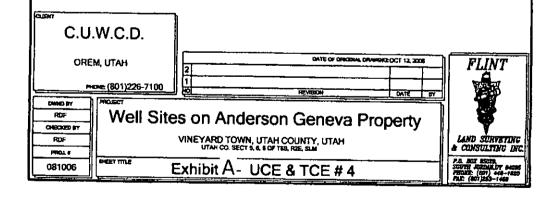
UCE 4 (continue)

Also together with the portion lying within 1600 North Street

A perpetual Utility & Access Easement located in Sections 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the North right of way line of 1600 North street, said point also being North 89°39′24″ East 2566.738 feet along the quarter section line (basis of bearing) & North 00°20′36″ West 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence, S 00° 00′ 50″ E for a distance of 66.001 feet; Thence, S 89° 39′ 24″ W for a distance of 25.000 feet; Thence, N 00° 00′ 50″ W for a distance of 41.000 feet; Thence, S 89° 39′ 24″ W for a distance of 1574.740 feet to the beginning of a 66.00 foot radius curve; Thence along said curve turning to the right 59.434 feet, through an angle of 51° 35′ 45″, and whose long chord bears N 63° 51′ 34″ E for a distance of 57.446 feet; Thence, N 89° 39′ 24″ E for a distance of 1548.163 feet to the POINT OF BEGINNING. Containing 40,628 square feet and 0.93 Acres more or less.

Also together with a portion, West of the 1600 North street right of way being described as follows

A perpetual Utility & Access Easement located in Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point, being South 00°44'44" East 2.182 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING, also being the North property line of the C.U.W.C.D. pump station property and running thence, N 00° 44' 44" W for a distance of 35.182 feet; Thence, N 89° 39' 24" E for a distance of 1018.806 feet to the beginning of a 66.00 foot radius curve; Thence along said curve turning to the left 59.434 feet, through an angle of 51° 35' 41", and whose long chord bears S 63° 51' 32" W for a distance of 57.445 feet; Thence, S 89° 39' 24" W for a distance of 941.910 feet; Thence, S 89° 38' 47" W for a distance of 941.910 feet; Thence S 00° 44' 44" E a distance of 10.177 feet Thence, S 89° 38' 47" W for a distance of 25.000 feet to the POINT OF BEGINNING; Containing 24,821 square feet and 0.57 Acres more or less.

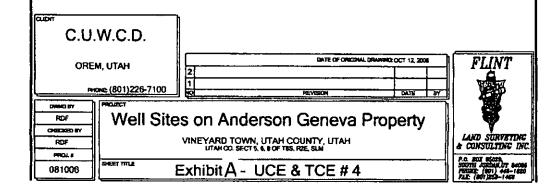


THE COURSE OF THE PERSON PORTS

11 of 21

LEGAL DESCRIPTION OF: TCE #4

A Temporary Construction Easement located in Sections 5 & 8, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the South right of way line of 1600 North street, said point also being North 89°39'24" East 2503.858 feet along the quarter section line (basis of bearing) & South 00°20'36" East 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running Thence, N 89° 39' 24" E for a distance of 100.002 feet; Thence, S 00° 00' 50" E for a distance of 999.474 feet to the beginning of a 1437.500 foot radius curve; Thence along said curve turning to the left 196.308 feet, through an angle of 07° 49' 28", and whose long chord bears S 03° 54' 47" E for a distance of 196.156 feet; Thence, S 07° 49' 31" E for a distance of 1967.394 feet to the beginning of a 332.500 foot radius curve; Thence along said curve turning to the right 69.231 feet, through an angle of 11° 55' 47", and whose long chord bears S 01° 51' 38" E for a distance of 69.106 feet; Thence, S 04° 06' 16" W for a distance of 183.545 feet to the beginning of a 267.500 foot radius curve; Thence along said curve turning to the left 59.967 feet, through an angle of 12° 50' 40", and whose long chord bears S 02° 19' 04" E for a distance of 59.842 feet; Thence, S 08° 44' 24" E for a distance of 1697.470 feet to the beginning of a 8089.911 foot radius curve; Thence along said curve turning to the left 62.681 feet, through an angle of 00° 26' 38", and whose long chord bears S 85° 37' 05" W for a distance of 62.681 feet; Thence, S 08° 44' 24" E for a distance of 25.066 feet; Thence along said curve turning to the left 37.592 feet, through an angle of 00° 16' 01", and whose long chord bears S 85° 16' 31" W for a distance of 37.592 feet; Thence, N 08° 44' 24" W for a distance of 1715.140 feet to the beginning of a 367.500 foot radius curve; Thence along said curve turning to the right 82.385 feet, through an angle of 12° 50' 40", and whose long chord bears N 02° 19' 04" W for a distance of 82.212 feet; Thence, N 04° 06' 16" E for a distance of 183.545 feet to the beginning of a 232.500 foot radius curve; Thence along said curve turning to the left 48.410 feet, through an angle of 11° 55' 47", and whose long chord bears N 01° 51' 38" W for a distance of 48.322 feet; Thence, N 07° 49' 31" W for a distance of 1967.394 feet to the beginning of a 1537.500 foot radius curve; Thence along said curve turning to the right 209.965 feet, through an angle of 07° 49' 28", and whose long chord bears N 03° 54' 47" W for a distance of 209.802 feet; Thence, N 00° 00' 50" W for a distance of 998.876 feet to the POINT OF BEGINNING. Containing 518,632 square feet and 11.91 Acres more or less.



to the contract to make the

12 of 21

TCE 4 (Continue)

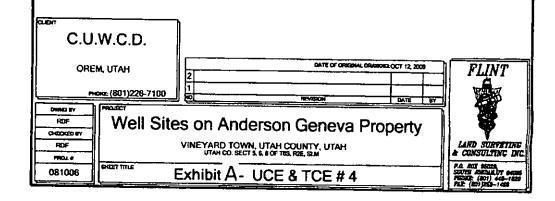
Also together with the portion lying within 1600 north roadway

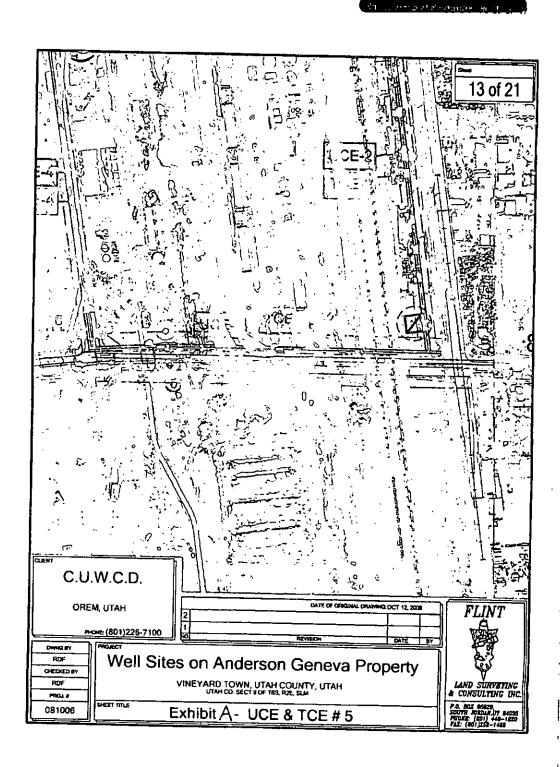
A Temporary Construction Easement located in Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point being on the North right of way line of 1600 North street, said point also being North 89°39'24" East 2566.738 feet along the quarter section line (basis of bearing) & North 00°20'36" West 33.000 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING and running thence, S 00° 00' 50" E for a distance of 66.001 feet;

Thence, S 89° 39' 24" W for a distance of 1443.113 feet to the beginning of a 50.00 foot radius curve; Thence along said curve turning to the left 56.258 feet, through an angle of 64° 28' 00", and whose long chord bears S 57° 25' 24" W for a distance of 53.337 feet; Thence, S 86° 55' 18" W for a distance of 116.258 feet to the beginning of a 66.000 foot radius curve; Thence along said curve turning to the right 139.387 feet, through an angle of 121° 00' 15", and whose long chord bears N 29° 09' 19" E for a distance of 114.889 feet; Thence, N 89° 39' 24" E for a distance of 1548.163 feet to the POINT OF BEGINNING. Containing 109,793 square feet and 2.52 Acres more or less.

Also together with a portion lying to the West of the Culdesac of 1600 North

A Temporary Construction Easement located in Section 5, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point, said point being North 89°39'24" East 470.377 feet along the quarter section line (basis of bearing) & South 00°20'36" East 67.018 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING and running thence, N 54° 14' 06" E for a distance of 172.567 feet; Thence, N 89° 39' 24" E for a distance of 407.571 feet to the beginning of a 66.00 foot radius curve; Thence along said curve turning to the left 139.387 feet, through an angle of 121° 00' 11", and whose long chord bears S 29° 09' 17" W for a distance of 114.889 feet; Thence, S 89° 39' 15" W for a distance of 491.626 feet to the POINT OF BEGINNING. Containing 42,229 square feet and 0.97 Acres more or less.







14 of 21

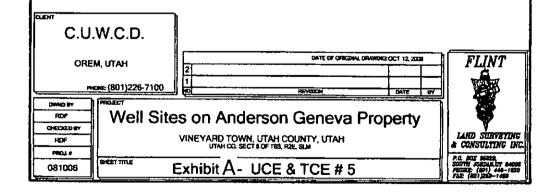
LEGAL DESCRIPTION OF: UCE #5

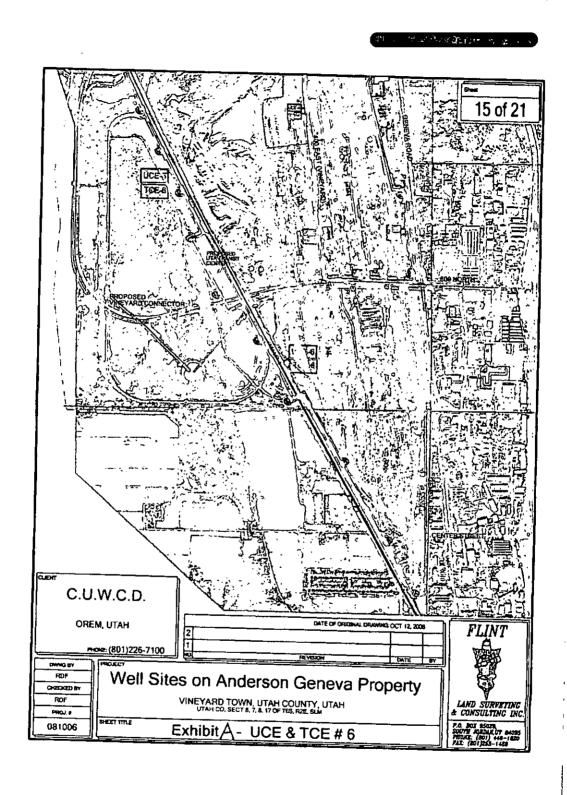
A perpetual Utility & Access Easement located in Section 8, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point said point being on the Westerly right of way line of Geneva Road, said point also being North 89°39′24″ East 5053.715 feet along the quarter section line (basis of bearing) & South 00°20′36″ East 5171.49 feet from the East Quarter corner of said Section 6, point of beginning also being North 00°47′25″ West a distance of 142.533 feet; & South 89°12′35″ West a distance of 307.332 from the East Quarter corner of Section 8, T6S, R2E, SLM and running thence, S 07° 47′ 29″ E for a distance of 25.263 feet to the North right of way line of the Proposed Vineyard Connector; Thence along said north right of way line the following 2 calls, (1) N 89° 31′ 18″ W for a distance of 1298.920 feet to the beginning of a 8064.91 foot radius curve, (2) Said curve turning to the left 713.580 feet, through an angle of 05° 04′ 10″, chord bears S 87° 56′ 37″ W for a distance of 713.348 feet; Thence, N 08° 44′ 24″ W for a distance of 25.065 feet to the beginning of a 8089.91 foot radius curve; Thence along said curve turning to the right 717.606 feet, through an angle of 05° 04′ 56″, and whose long chord bears N 87° 56′ 14″ E for a distance of 717.370 feet; Thence, S 89° 31′ 18″ E for a distance of 1295.287 feet, to the POINT OF BEGINNING.

Containing 50,317 square feet and 1.16 acres more or less.

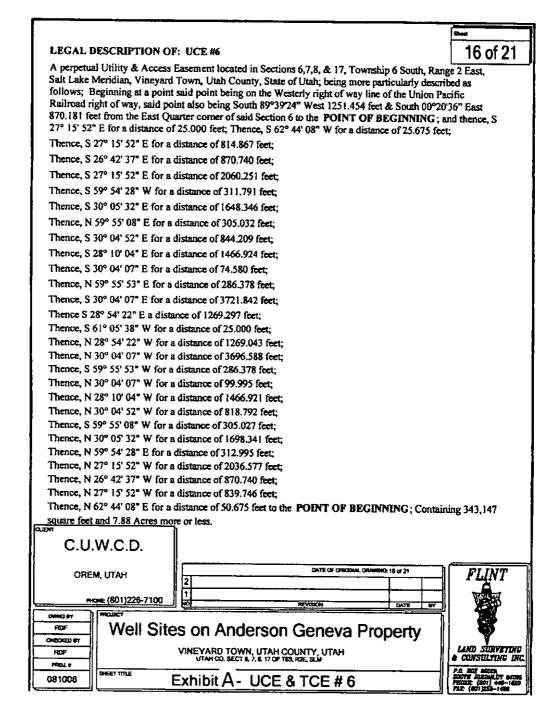
LEGAL DESCRIPTION OF: TCE #5

A Temporary Construction Easement located in Section 8, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows: Beginning at a point said point being on the Westerly right of way line of Geneva Road, said point also being North 89°39'24" East 5043.891 feet along the quarter section line (basis of bearing) & South 00°20'36" East 5096.344 feet from the East Quarter corner of said Section 6, point of beginning also being North 00°47"25" West a distance of 217.756 feet; & South 89°12'35" West a distance of 316.570 from the East Quarter corner of Section 8, T6S, R2E, SLM and running thence, S 07° 47' 29" E for a distance of 101.051 feet; Thence, N 89° 31' 18" W for a distance of 1298.920 feet to the beginning of a 8064.911 radius curve; thence along said curve turning to the left 751.173 feet, through an angle of 05° 20' 12", and whose long chord bears \$ 87° 48' 36" W for a distance of 750.901 feet; Thence N 08° 44' 24" W a distance of 25.058 feet to a 8089.911 foot radius curve; Thence along said curve turning to the right 100.273 feet, through an angle of 00° 42' 36.6", and whose long chord bears N 85° 29' 06" E for a distance of 100.273 feet; Thence, N 08° 44' 24" W for a distance of 75.238 feet to the beginning of a 8164.911 foot radius curve; Thence along said curve turning to the right 667.004 feet, through an angle of 04° 40' 50", and whose long chord bears N 88° 08' 17" E for a distance of 666.818 feet; Thence, S 89° 31' 18" E for a distance of 1284.386 feet to the point of beginning; Containing 197,567 square feet and 4.54 Acres more or less.



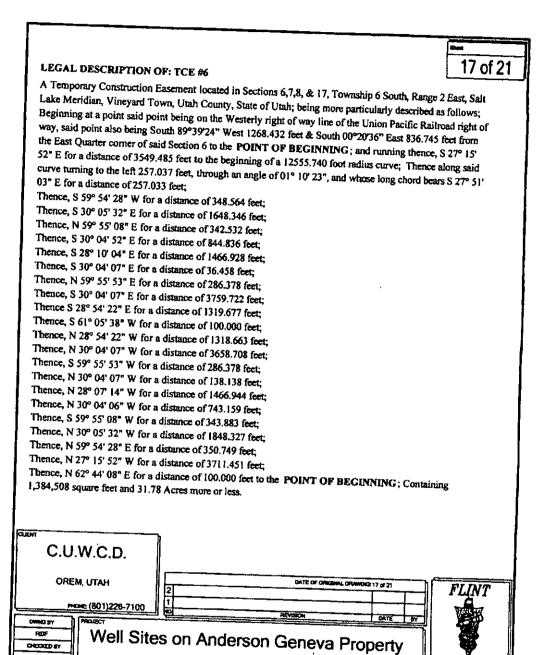


ER PERMIT



LAND SURVEYING INC.



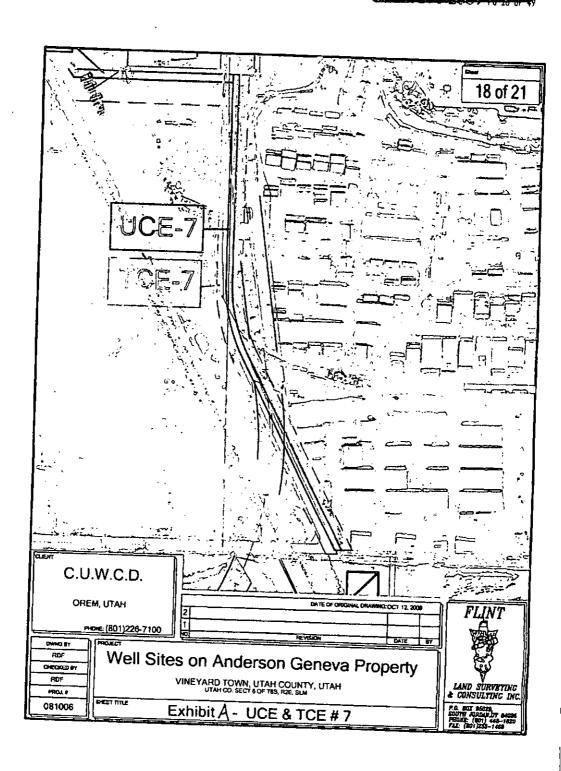


ROF

081008

VINEYARD TOWN, UTAH COUNTY, UTAH UTAH CO. SECT & 7, B, 17 OF TES, RSE, SUM

Exhibit A- UCE & TCE # 6



TO 1877, 2017年,新日本 1887年 1887

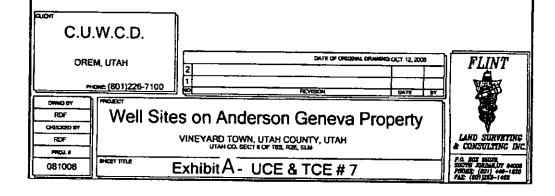
19 of 21

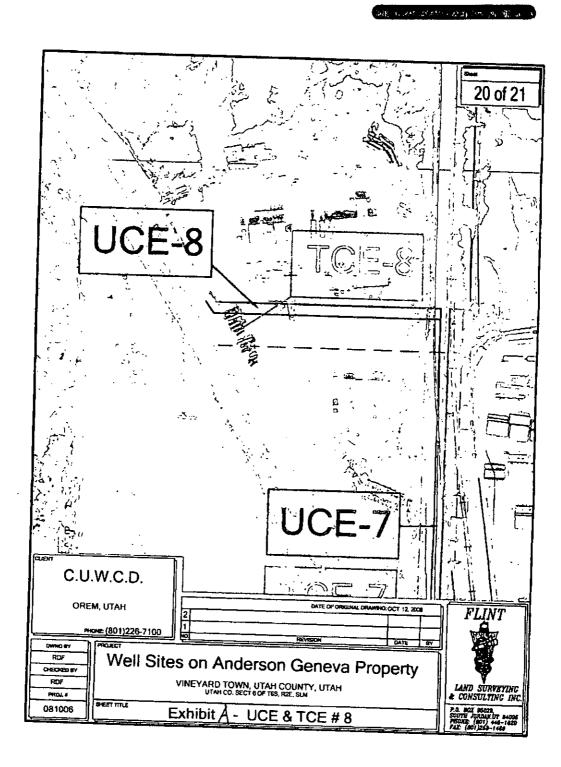
LEGAL DESCRIPTION OF: UCE #7

A perpetual Utility & Access Easement located in Section 6, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point, said point being South 89°39'24" West 1423.750 feet along the quarter section line (basis of bearing) & South 00°20'36" East 2.438 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running Thence, S 89° 38' 47" W for a distance of 22.479 feet; Thence, N 27° 23' 53" W for a distance of 677.750 feet to the beginning of a 525.451 foot radius curve; Thence along said curve turning to the right 254.809 feet, through an angle of 27° 47' 05", and whose long chord bears N 13° 30' 20" W for a distance of 252.320 feet; Thence, N 00° 23' 10" E a distance of 648.924 feet; Thence, S 89° 51' 28" E for a distance of 20.009 feet; Thence, S 00° 23' 10" W for a distance of 649.679 feet to the beginning of a 505.770 foot radius curve; Thence along said curve turning to the left 244.723 feet, through an angle of 27° 43' 24", and whose long chord bears S 13° 28' 31" E for a distance of 242.342 feet; Thence, S 27° 25' 41" E for a distance of 687.768 feet to the POINT OF BEGINNING. Containing 31,492 square feet and 0.72 Acres more or less.

LEGAL DESCRIPTION OF: TCE #7

A Temporary Construction Easement located in Section 6, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point, said point being South 89°39'24" West 1389.485 feet along the quarter section line (basis of bearing) & South 00°20'36" East 2.432 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running Thence, S 89° 38' 47" W for a distance of 52.350 feet; Thence, S 26° 19' 36" E for a distance of 13.730 feet; Thence, S 89° 39' 24" W for a distance of 59.780 feet to the beginning of a 555.960 foot radius curve; Thence along said curve turning to the right 269.604 feet, through an angle of 27° 47' 05", and whose long chord bears N 13° 30' 20" W for a distance of 266.970 feet; Thence, N 00° 23' 10" E for a distance of 648.780 feet; Thence, S 89° 52' 04" E for a distance of 81.029 feet; Thence, S 00° 23' 10" W for a distance of 649.809 feet to the beginning of a 475.26 foot radius curve; Thence along said curve turning to the left 229.936 feet, through an angle of 27° 43' 13", and whose long chord bears S 13° 28' 26" E for a distance of 227.700 feet; Thence, S 27° 25' 41" E for a distance of 703.339 feet to the POINT OF BEGINNING. Containing 128,490 square feet and 2.95 Acres more or less.





grant to the second of the second of the

21 of 21

LEGAL DESCRIPTION OF: UCE #8

A perpetual Utility & Access Easement located in Section 6, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point, said point being South 89°39'24" West 1803.693 feet along the quarter section line (basis of bearing) & North 00°20'36" West 1495.705 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence, S 00° 23' 10" W for a distance of 25.145 feet; Thence, West for a distance of 507.279 feet;

Thence, N 34° 34° 39° W for a distance of 32.123 feet; Thence, S 89° 51' 27° E for a distance of 525.679 feet to the POINT OF BEGINNING. Containing 13,317 square feet and 0.31 Acres more or less.

LEGAL DESCRIPTION OF: TCE #8

A Temporary Construction Easement located in Section 6, Township 6 South, Range 2 East, Salt Lake Meridian, Vineyard Town, Utah County, State of Utah; being more particularly described as follows; Beginning at a point, said point being South 89°39'24" West 1803.693 feet along the quarter section line (basis of bearing) & North 00°20'36" West 1495.705 feet from the East Quarter corner of said Section 6 to the POINT OF BEGINNING; and running thence, S 00° 23' 10" W for a distance of 100.001 feet; Thence, N 89° 51' 28" W for a distance of 455.958 feet;

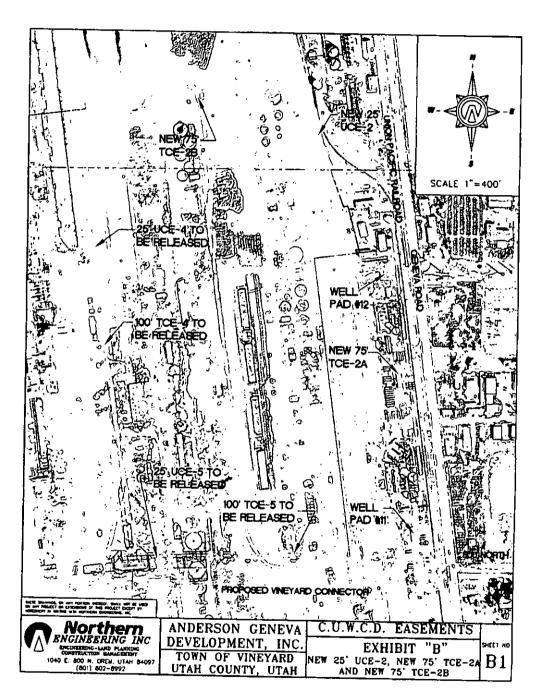
Thence N 34° 34' 39" W a distance of 121.665 feet; Thence, S 89° 51' 27" E for a distance of 525.680 feet to the POINT OF BEGINNING. Containing 49,082 square feet and 1.13 Acres more or less.

C.U.	.W.C.D.				
OREM, UTAH		DATE OF ORIGINAL DE	WWWGEOCT 12, 222	ı İ	FLINT
<u>[</u> j	osa: (801)226-7100	12 1 NO REWISION	DATE	67	
ROF	Well Site	es on Anderson Geneva P	roperty	,	
RDF VINEYARD TOWN, UTAH COUNTY, UTAH UTAH CO. SECT 6 OF TEX, RZE, SLM				LAND SURVEYING & CONSULTING INC.	
081008	DACET TIME	Exhibit A- UCE & TCE #8			P.O. BOX SECTS. SECTE PREDICT MODE PROCE: (SET) 449-1820 PAI: (SET) ESS-1468

EXHIBIT B TO RELEASE AND GRANT OF EASMENTS Utility and Temporary Construction Easement Descriptions

25 Comment of the second of the second of the





E11 12: 4 12: 10: 10:20 W 2

C.U.W.C.D. NEW 25' UCE-2 UTILITY CORRIDOR EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE N.00'47'29'W. A DISTANCE OF 262.52 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 339.69 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.821104"W. A DISTANCE OF 25.00 FEET; THENCE N.07'48'56'W. A DISTANCE OF 1844.40 FEET; THENCE S.82"30'21"W. A DISTANCE OF 288.46 FEET; THENCE N.14"56'19"W. A DISTANCE OF 1223.66 FEET; THENCE S.82"10'29"W. A DISTANCE OF 913.18 FEET; THENCE N.07'49'31"W. A DISTANCE OF 25.00 FEET; THENCE N.82"10'29"W. A DISTANCE OF 596.22 FEET; THENCE S.14"56'19"W. A DISTANCE OF 888.06 FEET; THENCE N.82"30'21"W. A DISTANCE OF 596.22 FEET; THENCE S.14"56'19"W. A DISTANCE OF 1224.00 FEET; THENCE N.82"30'21"W. A DISTANCE OF 291.37 FEET; THENCE S.07'48'56"W. A DISTANCE OF 1869.26 FEET TO THE POINT OF BEGINNING.

CONTAINING 121,721 SQ.FT. OR 2.794 ACRES OF LAND.

BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE-2A TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LANO LOCATED IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE N.00'47'29'W. A DISTANCE OF 358.20 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 376.74 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.82it'04" W. A DISTANCE OF 75.00 FEET; THENCE N.0T48'56'W. A DISTANCE OF 1608.44 FEET; THENCE N.82"11'04"E. A DISTANCE OF 75.00 FEET; THENCE S.0T48'56'E. A DISTANCE OF 1608.44 FEET TO THE POINT OF BEGINNING.

BEGINNING CONTAINING 120,633 SQ.FT. OR 2.769 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE-2B TEMPORARY CONSTRUCTION EASEMENT

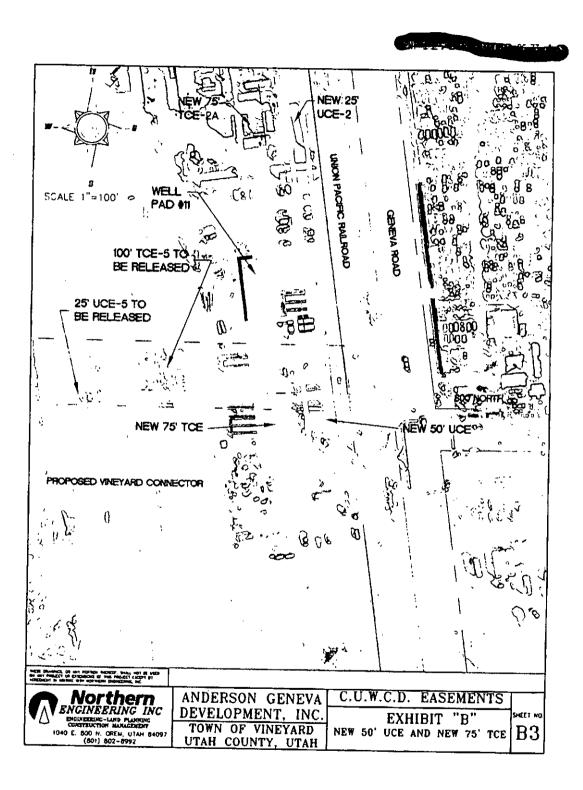
A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 5, AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH RANGE 2 EAST. SLB&M, VINEYUTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 8; THENCE S.DO*47'29'E. A DISTANCE OF 606.42 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 585.67 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.82*11 04" W. A DISTANCE OF 100.00 FEET; THENCE S.07'48'56'£. A DISTANCE OF 38.48 FEET; THENCE S.82*30'21 W. A DISTANCE OF 254.72 FEET; THENCE N.14*56'19'W. A DISTANCE OF 1222.65 FEET; THENCE S.81"38'17'W. A DISTANCE OF 507.56 FEET; THENCE S.82*10'29'W. A DISTANCE OF 951.03 FEET; THENCE N.07'49'31'W. A DISTANCE OF 100.00 FEET; THENCE N.82*10'29'E. DISTANCE 37.50 FEET; THENCE S.07'49'31'E. A DISTANCE OF 25.00 FEET; THENCE N.82"10'29'E. A DISTANCE OF 913.18 FEET; THENCE N.81"38'17'£. A DISTANCE OF 574.06 FEET; THENCE S.14"56'19'£, A DISTANCE OF 1223.66 FEET; THENCE N.82"30'21 "E. A DISTANCE OF 288.46 FEET; THENCE S.07'48'56'£. A DISTANCE OF 35.96 FEET TO THE POINT OF BEGINNING.

CONTAINING 224,792 SQ.FT. OR 5.161 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAO 83

PACE PRANTICE OF ANY PACKETS MORELY, SHALL HET MY MESO OF ANY PACKET OF CENTRALIS OF THE PROJECT CHEET BY ACMINISTRY IN MATTHE MAIN AMPRICATE CHEETING, WILL	_		
ft Northern	ANDERSON GENEVA	C.U.W.C.D. EASEMENTS	
T' REPULTANTE INC	DEVELOPMENT INC.	EXHIBIT "B"	SKEEL NO
CONSTRUCTION TUNKCRAMENT 1040 E. BOO N. OREM, UTAH 84097 (801) 802.8992	TOWN OF VINEYARD UTAH COUNTY, UTAH	NEW 25' UCE-2, NEW 75' TCE-2A AND NEW 75' TCE-2B	B2



#F# 12737E12007-16 31 of 19...

C.U.W.C.D. NEW 50' UCE UTILITY CORRIDOR EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, WNEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE N.00'47'29'W. A DISTANCE OF 262.52 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 339.69 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.07'48'56'E. A DISTANCE OF 219.37 FEET; THENCE S.88'13'32'E. A DISTANCE OF 16.64 FEET; THENCE S.07'47'29'E. A DISTANCE OF 25.35 FEET; THENCE N.88'13'32'W. A DISTANCE OF 31.19 FEET; THENCE N.44'24'56'W. A DISTANCE OF 59.78 FEET; THENCE N.07'48'56'W. A DISTANCE OF 194.31 FEET; THENCE N.82'11'04'E. A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING. CONTAINING 11,693 SO.FT. OR 0.268 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 8; THENCE N.00'47'29"W. A DISTANCE OF 255.72 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 389.32 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.07'48'56'E. A DISTANCE OF 194.31 FEET; THENCE S.44'24'56'E. A DISTANCE OF 59.78 FEET; THENCE S.88'13'32'E. A DISTANCE OF 31.19 FEET; THENCE S.07'47'29'E. A DISTANCE OF 76.06 FEET; THENCE N.88'13'32'W. A DISTANCE OF 73.99 FEET; THENCE N.44'24'56'W. A DISTANCE OF 114.74 FEET; THENCE N.87'148'56'W. A DISTANCE OF 219.11 FEET; THENCE N.82'11'04'E. A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 25,991 SQ.FT. OR 0.597 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

NEXT PROPERTY OF ANY POSTERN PARKETS, SHALL NOT BE SEEN O ANY PROJECT ON CITEDRICUS OF DISPURSACET CHEST BY

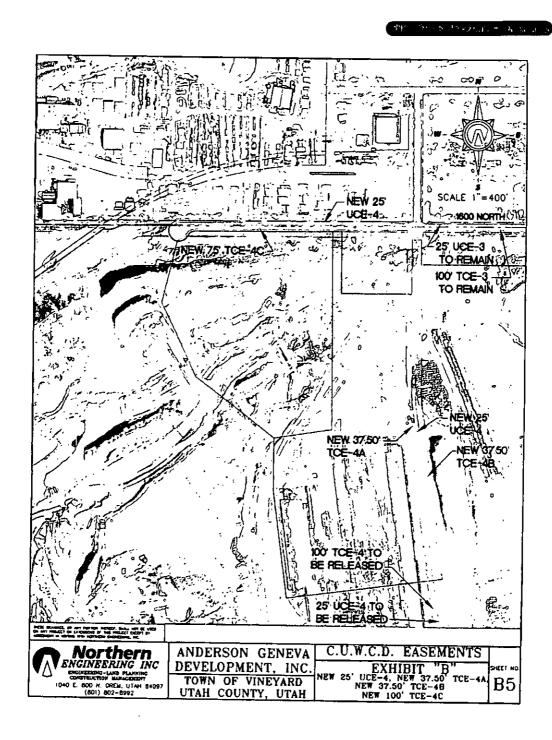
Northern
ENGINEERING INC
ENGINEERING-LAND FLAMMING
CONTRECTION MANAGEMENT
1040 E. 800 N. OREM, UTAH 84097
(801) 802-8992

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH C.U.W.C.D. EASEMENTS

EXHIBIT "B"

NEW 50' UCE AND NEW 75' TCE

ънеет но. В4



C.U.W.C.D. NEW 25' UCE-4 UTILITY CORRIDOR EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND NORTHEAST QUARTER OF THE SOUTHWEST QUARTER THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 5, SAID POINT BEING THE REAL POINT OF BEGINNING:

THENCE N.00'44'49"W. A DISTANCE OF 8.06 FEET; THENCE N.89'39'24"E. A DISTANCE OF 576.13 FEET; THENCE N.5474'06'E. A DISTANCE OF 42.74 FEET; THENCE N.89'39'15'E. A DISTANCE OF 1958.78 FEET; THENCE S.00'00'50'E. A DISTANCE OF 1065.33 FEET TO A POINT OF CURVATURE OF A 1475.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 201.43 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 07'49'28" AND A CHORD THAT BEARS S.03'54'47'E. A DISTANCE OF 201.27 FEET; THENCE S.07'49'31'E. A DISTANCE OF 1019.68 FEET; THENCE S.82'10'29"W. A DISTANCE OF 25.00 FEET, THENCE N.07'49'31"W. A DISTANCE OF 1019.68 FEET TO A POINT OF CURVATURE OF A 1500.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.84 FEET, SAID CURVE HAVING A CENTRAL ANGLE 07'49'28" AND A CHORD THAT BEARS N.03'54'47"W. A DISTANCE OF 204.68 FEET; THENCE N.00°00'50°W. A DISTANCE OF 1040.18 FEET; THENCE S.89°39'15°W. A DISTANCE OF 1925.65 FEET; THENCE S.54'14'07'W. A DISTANCE OF 42.74 FEET; THENCE S.89'39'24'W. A DISTANCE OF 584.16 FEET; THENCE N.00'00'15'E. A DISTANCE OF 16.94 FEET TO THE POINT OF BEGINNING. CONTAINING 121,016 SQ.FT. OR 2.778 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 37.50' TCE-4A TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M,VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE S.00'52'36'E. A DISTANCE OF 49.74 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 2772.84 FEET TO THE REAL POINT OF BEGINNING

THENCE S.00'00'50'E. A DISTANCE OF 999.18 FEET TO A POINT OF CURVATURE OF A 1500.00-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 204.84 FEET; SAID CURVE HAVING A CENTRAL ANGLE OF 07'49'28" AND A CHORD THAT BEARS S.03'54'47'E. A DISTANCE OF 204.68 FEET; THENCE S.07'49'31'E. A DISTANCE OF 1019.68 FEET; THENCE S.82'10'29'W. A DISTANCE OF 37.50 FEET; THENCE N.07'49'31'W. A DISTANCE OF 1019.68 FEET TO A POINT OF CURVATURE OF A 1537.50-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 209.96 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 07'49'28" AND A CHORD THAT BEARS N.03'54'47"W. A DISTANCE OF 209.80 FEET; THENCE N.00'00'50"W. A DISTANCE OF 998.88 FEET; THENCE N.89'32'07"E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 83,479 SQ.FT. OR 1.916 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

Northern ENGINEERING INC 1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH

C.U.W.C.D. EASEMENTS

EXHIBIT "B" NEW 25' UCE-4 AND NEW 37.50' TCE-4A

The state of the first of the same

C.U.W.C.D. NEW 37.50' TCE-4B TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 5; THENCE S.00'52'36'E. A DISTANCE OF 49.36 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 2710.34 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.00'00'50'E. A DISTANCE OF 999.56 FEET TO A POINT OF CURVATURE OF A 1437.50-FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 196.31 FEET; SAID CURVE HAVING A CENTRAL ANGLE OF 07'49'27" AND A CHORD THAT BEARS S.03'54'47'E. A DISTANCE OF 196.16 FEET; THENCE S.07'49'31'E. A DISTANCE OF 1019.68 FEET; THENCE S.82'10'29'W. A DISTANCE OF 37.50 FEET; THENCE N.07'49'31'W. A DISTANCE OF 1019.68 FEET TO A POINT OF CURVATURE OF A 1475.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 201.43 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 07'49'28" AND A CHORD THAT BEARS N.03'54'47'W. A DISTANCE OF 201.27 FEET; THENCE N.00'00'50'W. A DISTANCE OF 999.33 FEET; THENCE N.89'39'15'E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 83,175 SQ.FT. OR 1.909 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75.00' TCE-4C TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 5; THENCE 5.00'00'15'W. A DISTANCE OF 16.94 FEET TO THE REAL POINT OF BEGINNING;

THENCE N.89'39'24'E. A DISTANCE OF 584.16 FEET; N.54'14'06'E. A DISTANCE OF 42.74 FEET; THENCE N.89'39'15'E. A DISTANCE OF 347.93 FEET TO A POINT OF CURVATURE OF A 66.00—FOOT RADIUS NON—TANGENT CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 79.96 FEET; SAID CURVE HAVING A CENTRAL ANGLE OF 69'24'44" AND A CHORD THAT BEARS S.03'21'10'W. A DISTANCE OF 75.16 FEET; THENCE S.89'39'15'W. A DISTANCE OF 319.13 FEET; THENCE S.54'14'06'W. A DISTANCE OF 42.74 FEET; THENCE S.89'39'24'W. A DISTANCE OF 608.57 FEET; THENCE N.00'00'15'E. A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING. CONTAINING 72,348 SQ.FT. OR 1.661 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

DESE CHAMPES, OF ART POSITION INCIDENCE SHALL HOT BE USED ON ANY PROJECT ON EXTENSIONS OF RES PROJECT CHAPPE BY

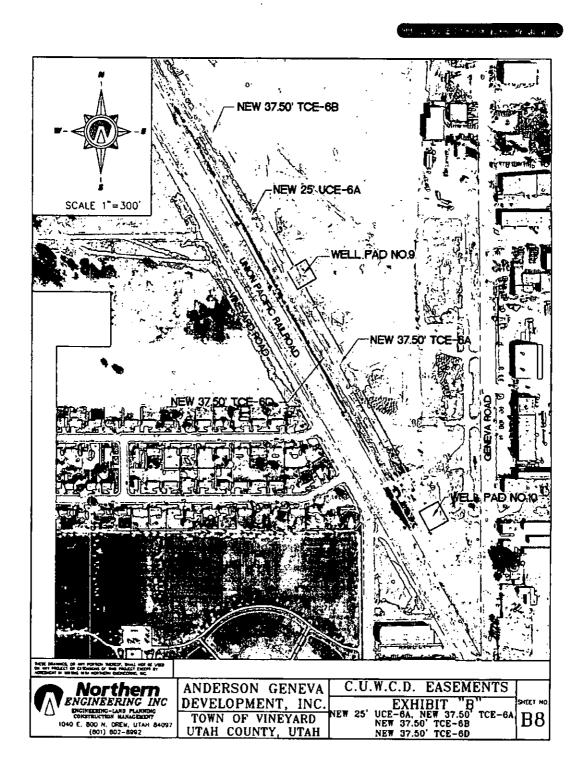
i

Northern
ENGINEERING INC
ENGINEERING INC
CONSTRUCTION HAMGEREERI
1040 E. BOO N. CREM, UYAH 84097
(801) B02-8992

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH C.U.W.C.D. EASEMENTS

EXHIBIT "B"
NEW 37.50' UCE-4B AND
NEW 75' TCE-4C

B7



The state of the state of the state of the

C.U.W.C.D. NEW UCE-6A 25' WIDE UTILITY CORRIDOR EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER , SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17 AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, WNEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89"25"01"W. A DISTANCE OF 115.88 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 274.71 FEET TO THE REAL POINT

THENCE N.30'04'07"W. A DISTANCE OF 25.00 FEET; THENCE N.59'55'53'E. A DISTANCE OF 102.50 FEET; THENCE S.30'04'07'E. A DISTANCE OF 3721.84 FEET; THENCE S.28'54'22'E. A DISTANCE OF 1269.30 FEET; THENCE S.61'05'38'W. A DISTANCE OF 25.00 FEET; THENCE N.28'54'22'W. A DISTANCE OF 1269.04 FEET; THENCE N.30'04'07'W. A DISTANCE OF 3696.59 FEET; THENCE S.59'55'53'W. A DISTANCE OF 77.50 FEET TO THE POINT OF BEGINNING.
CONTAINING 125,710 SQ.FT. OR 2.909 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 37.50' TCE-6A TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17. TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 17; THENCE N.89°26'03'E. A DISTANCE OF 1857.82 FEET ALONG THE SECTION LINE; THENCE SOUTH A DISTANCE OF 2874.34 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.28'54'22'E. A DISTANCE OF 1169.68 FEET; THENCE S.61'05'38'W. A DISTANCE OF 37.50 FEET; THENCE N.28'54'22"W. A DISTANCE OF 1169.30 FEET; THENCE N.59'55'53'E. A DISTANCE OF 37.50 FEET; THENCE S.30'04'07'E. A DISTANCE OF 0.38 FEET TO THE POINT OF BEGINNING. CONTAINING 43,863 SO.FT. OR 1.007 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 37.50' TCE-6B TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M. VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 17: THENCE N.89°26'03'E. A DISTANCE OF 877.59 FEET ALONG THE SECTION LINE; THENCE SOUTH A DISTANCE OF 1171.61 FEET TO THE REAL POINT OF BEGINNING:

THENCE \$.30'04'07'E. A DISTANCE OF 1855.94 FEET, THENCE \$.59'55'53"W. A DISTANCE OF 37.50 FEET, THENCE N.30'04'07'W. A DISTANCE OF 1855.94 FEET; THENCE N.59'55'53'E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING. CONTAINING 69,598 SQ.FT. OR 1.598 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

D. OF ANY POSTOR PRINTER, BARL HAT BY WELL CT ON DESCRIPTION OF THIS PRINTER DESCRIPTION. Northern

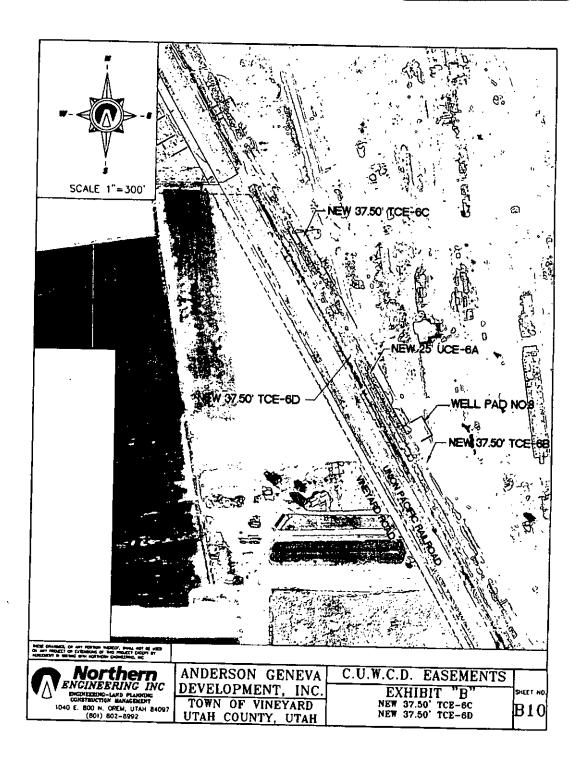
ENGINEERING INC 1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH

C.U.W.C.D. EASEMENTS

EXHIBIT "B' UCE-6A, NEW 37.50' NEW 37.50' TCE-6B NEW 25' TCE-BA

B9



C.U.W.C.D. NEW 37.50' TCE-6C TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89°25'01"W. A DISTANCE OF 128.41 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 296.47 FEET TO THE REAL POINT OF BEGINNING:

THENCE N.30'04'07"W. A DISTANCE OF 37.50 FEET; THENCE N.59'55'53"E. A DISTANCE OF 140.00 FEET; THENCE S.30'04'07'E. A DISTANCE OF 1703.40 FEET; THENCE S.59'55'53'W. A DISTANCE OF 37.50 FEET; THENCE N.30'04'07'W. A DISTANCE OF 1665.90 FEET; THENCE S.59'55'53'W. A DISTANCE OF 102.50 FEET TO THE POINT OF BEGINNING. CONTAINING 67,721 SQ.FT. OR 1.555 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 37.50' TCE-6D TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8. TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89'25'01"W. A DISTANCE OF 97.09 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 242.07 FEET TO THE REAL POINT OF BEGINNING:

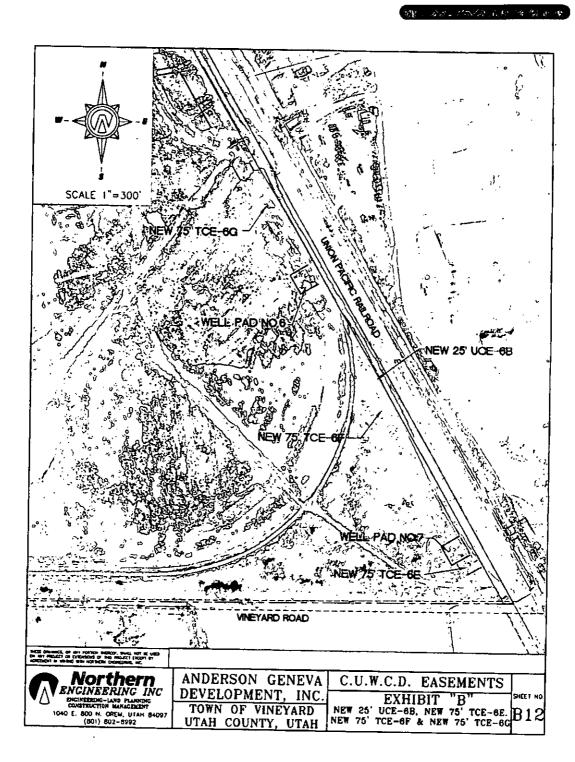
THENCE N.30'04'07"W. A DISTANCE OF 37.50 FEET; THENCE N.59'55'53'E. A DISTANCE OF 77.50 FEET; THENCE N.30 04 07 W. A DISTANCE OF 37.50 FEET; THENCE N.39 05 05 E. A DISTANCE OF 77.50 FEET; THENCE S.30 04 07 TE. A DISTANCE OF 3696.59 FEET; THENCE S.28 54 22 W. A DISTANCE OF 1269.55 FEET; THENCE S.59 55 53 W. A DISTANCE OF 37.51 FEET; THENCE N.30 04 07 W. A DISTANCE OF 3658.71 FEET; THENCE S.59 55 53 W. A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 187,730 SQ.FT. OR 4.310 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

Northern ENGINEERING INC CONSTRUCTION MANAGEMENT 1040 E 800 N. OREM, UTAH 84097 (801) 802-8892

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH

C.U.W.C.D. EASEMENTS EXHIBIT "B"

NEW 37.50' TCE-6C NEW 37.50' TCE-6D



5.7 1 5 1 H 45 45

C.U.W.C.D. NEW 25' UCE-6B UTILITY CORRIDOR EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, WNEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89'25'01"W. A DISTANCE OF 237.05 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 205.80 FEET TO THE REAL POINT

THENCE \$.59'55'53"W. A DISTANCE OF 25.00 FEET; THENCE N.30'04'07"W. A DISTANCE OF 1803.57 FEET; THENCE N.32'39'24'W. A DISTANCE OF 285.15 FEET; THENCE N.30"6'52"W. A DISTANCE OF 539.16 FEET; THENCE N.59'55'53'E. A DISTANCE OF 25.00 FEET; THENCE S.30'7'44'E. A DISTANCE OF 539.16 FEET; THENCE S.32'28'06'E. 284.52 FEET; THENCE S.30'04'07'E. A DISTANCE OF 1804.20 FEET TO THE POINT OF BEGINNING

CONTAINING 65,750 SQ.FT. OR 1.509 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW TCE-6E

TEMPORARY CONSTRUCTION EASEMENT A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89'25'01"W. A DISTANCE OF 218.26 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 173.15 FEET TO THE REAL POINT

THENCE S.59'55'53'W. A DISTANCE OF 100.00 FEET; THENCE N.30'04'07'W. A DISTANCE OF 75.00 FEET; THENCE N.59'55'53'E. A DISTANCE OF 75.00 FEET; THENCE N.59'55'53'E. A DISTANCE OF 25.00 FEET; THENCE S.30'04'07'E. A DISTANCE OF 37.50 FEET; TO THE N.59'55'53'E. A DISTANCE OF 25.00 FEET; THENCE S.30'04'07'E. A DISTANCE OF 37.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,562 SQ.FT. OR 0.151 ACRES OF LAND.

BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE-6F

TEMPORARY CONSTRUCTION EASEMENT A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89"25"01"W. A DISTANCE OF 327.58 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 313.19 FEET TO THE REAL POINT

THENCE \$.59'55'53"W. A DISTANCE OF 75.00 FEET; THENCE N.30'04'07"W. A DISTANCE OF 1331.12 FEET; THENCE N.59'55'53'E. A DISTANCE OF 75.00 FEET; THENCE S.30'04'07'E. A DISTANCE OF 1331.12 FEET TO THE POINT OF BEGINNING.
CONTAINING 99,834 SQ.FT. OR 2.292 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

MACA, CR. ANY POPPINS MEMBERS, MACAL MOT ME LATER CALCI ON CARRIAGONS OF MAG PROCACT FROM BY AN ARROW WAS MEMBERS FROM CONTROL OF

Northern ENCINEERING INC 1040 E. 800 N. OREM, UTAH 84097 (801) 802-8992

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH

C.U.W.C.D. EASEMENTS EXHIBIT

NEW 25' UCE-6B, NEW TCE-6E NEW 75' TCE-6F

THE STATE OF STREET

C.U.W.C.D. NEW 75' TCE-6G TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

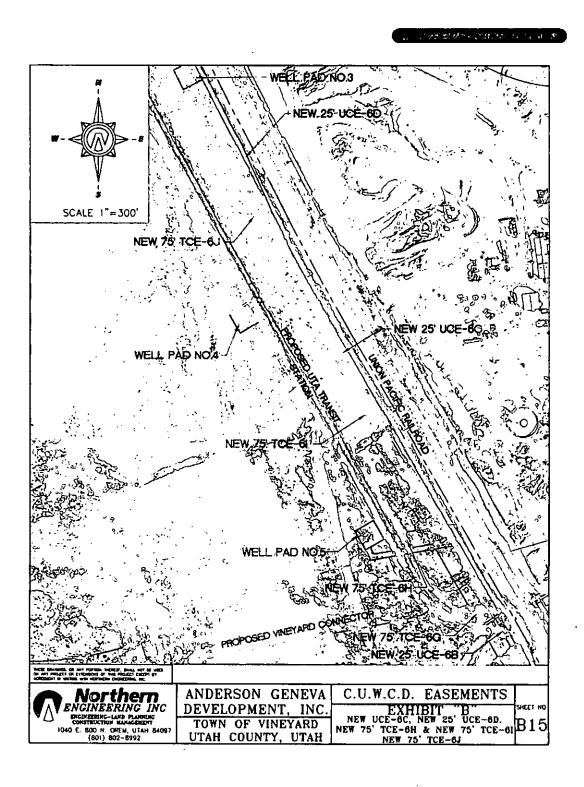
BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89°25'01'W. A DISTANCE OF 1044.67 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 1559.02 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.59°55'53"W. A DISTANCE OF 75.00 FEET; THENCE N.30°04'07"W. A DISTANCE OF 233.26 FEET; THENCE N.30°39'24"W. A DISTANCE OF 285.02 FEET; THENCE N.30°16'52"W. A DISTANCE OF 540.99 FEET; THENCE N.59°55'53"E. A DISTANCE OF 75.00 FEET; THENCE S.30°16'52"E. A DISTANCE OF 539.16 FEET; THENCE S.32°39'24"E. A DISTANCE OF 285.15 FEET; THENCE S.30°04'07"E. A DISTANCE OF 234.95 FEET TO THE POINT OF BEGINNING.
CONTAINING 79,444 SQ.FT. OR 1.824 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

of any product of any polyter because, such sign se sign of any product of futberspies of easy project (respirit by Association at various with Montanian Instantians and



ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH C.U.W.C.D. EASEMENTS
EXHIBIT "B"
NEW 75' TCE-6G



ब्रिक्त । अन्य अन्येक्तरका एका विकास का क

C.U.W.C.D. NEW 25' UCE-6C UTILITY CORRIDOR EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89'25'01"W. A DISTANCE OF 1568.51 FEET; THENCE NORTH A DISTANCE OF 2485.86 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.59'55'53'W. A DISTANCE OF 106.55 FEET; THENCE S.80'36'52"W. A DISTANCE OF 298.45 FEET; THENCE N.30'08'29'W. A DISTANCE OF 51.35 FEET; THENCE N.59'51'31'E. A DISTANCE OF 25.00 FEET; S.30'08'29'E. A DISTANCE OF 34.09 FEET; THENCE N.80'36'52'E. A DISTANCE OF 276.63 FEET; THENCE N.59'55'53'E. A DISTANCE OF 76.89 FEET; THENCE N.30'17'44'W. A DISTANCE OF 1358.08 FEET; THENCE S.61'19'40'W. A DISTANCE OF 25.00 FEET; THENCE N.30'08'29'W. A DISTANCE OF 25.01 FEET; THENCE N.61'19'40'E. A DISTANCE OF 281.95 FEET; THENCE S.30'17'44'E. A DISTANCE OF 1407.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,856 SQ.FT. OR 1.190 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 25' UCE-6D UTILITY CORRIDOR EASEMENT

A PARCEL OF LAND LOCATED IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 7 AND THE SOUTHWEST QUARTER FO THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N.89'25'01'E. A DISTANCE OF 439.04 FEET; THENCE NORTH A DISTANCE OF 3708.36 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.61"19'40"W. A DISTANCE OF 25.01 FEET; THENCE N.30"17'44"W. A DISTANCE OF 72.73 FEET; THENCE N.24"21"37"W. A DISTANCE OF 601.20 FEET; THENCE N.27"15"52"W. A DISTANCE OF 3085.62 FEET; THENCE N.62"44'08"E. A DISTANCE OF 25.00 FEET; THENCE S.27"15"52"E. A DISTANCE OF 3086.26 FEET; THENCE S.24"21"37"E. A DISTANCE OF 600.54 FEET; THENCE S.30"17"44"E. A DISTANCE OF 72.14 FEET TO THE POINT OF BEGINNING.

CONTAINING 93,981 SQ.FT. OR 2.158 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE-6H TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S.89'25'01'W. A DISTANCE OF 1600.76 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 2495.27 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.59°55'53"W. A DISTANCE OF 76.89 FEET; THENCE S.80°36'52"W. A DISTANCE OF 276.63 FEET; THENCE N.30°08'29"W. A DISTANCE OF 34.09 FEET; THENCE N.59°51'31"E. A DISTANCE OF 75.00 FEET; THENCE N.30°08'29"W. A DISTANCE OF 17.69 FEET; THENCE N.80°36'52"E. A DISTANCE OF 278.51 FEET; THENCE S.30°17'44"E. A DISTANCE OF 51.22 FEET TO THE POINT OF BEGINNING. CONTAINING 23,402 SQ.FT. OR 0.537 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

THE CHANGE, IN MY POSTER PLYET, DAME HAS IN USED ON MY PROJECT OF CHANGES OF THE PROJECT DICTOR BY MOMENTUM OF THE PROJECT DICTOR BY MOMENTUM OF THE PROJECT DICTOR BY



ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH C.U.W.C.D. EASEMENTS

EXHIBIT "B"

NEW UCE-6C, NEW 25' UCE-6D.

NEW 75' TCE-6H

84EE1 MD B16

gramming the substitution of the same of

C.U.W.C.D. NEW 75' TCE-61 TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VNEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N.89°25'01'E. A DISTANCE OF 1089.01 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 2539.75 FEET TO THE REAL POINT OF BEGINNING;

THENCE S.80'36'52'W. A DISTANCE OF 80.29 FEET; THENCE N.30'17'44'W. A DISTANCE OF 1280.34 FEET; THENCE N.61"19'40'E. A DISTANCE OF 75.03 FEET; THENCE S.30'17'44'E. A DISTANCE OF 1306.87 FEET TO THE POINT OF BEGINNING.
CONTAINING 97,020 SQ.FT. OR 2.227 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE-6J TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE N.89'25'01'E. A DISTANCE OF 417.10 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 3696.58 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.61"19'40"W. A DISTANCE OF 256.94 FEET; THENCE S.59"51'31"W. A DISTANCE OF 100.00 FEET; THENCE N.30"08'29"W. A DISTANCE OF 75.00 FEET; THENCE N.59"51'31"E. A DISTANCE OF 100.96 FEET; THENCE N.61"19'55"E. A DISTANCE OF 180.80 FEET; THENCE N.24"21"37"W. A DISTANCE OF 602.66 FEET; THENCE N.27"15"52"W. A DISTANCE OF 324.54 FEET; THENCE N.62"44"08"E. A DISTANCE OF 75.00 FEET; THENCE S.27"15"52"E. A DISTANCE OF 326.45 FEET; THENCE S.24"21"37"E. A DISTANCE OF 601.20 FEET; THENCE S.30"17"44"E. A DISTANCE OF 72.73 FEET TO THE POINT OF BEGINNING. CONTAINING 96,232 SQ.FT. OR 21209 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

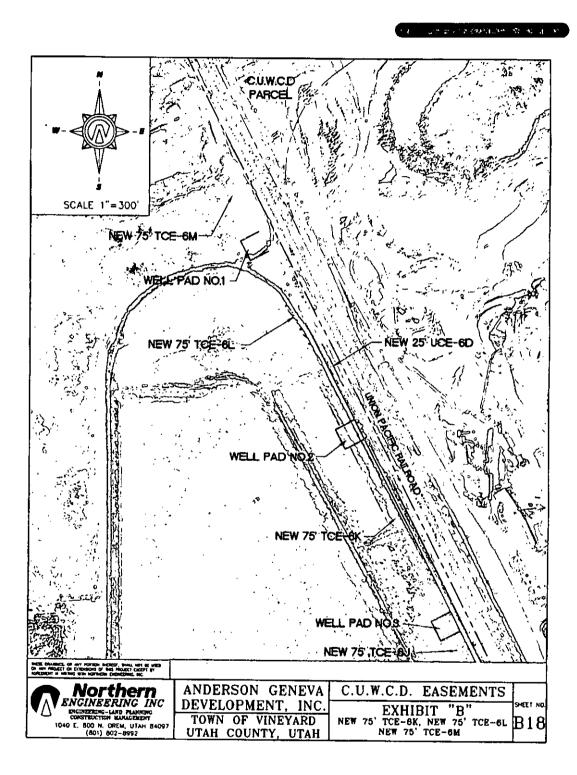
BIT DANG, OR AN ARTON MICE, DAY AR E USE ON ANY PROJECT OF TYPENDERS OF THE PROJECT (12217 BY

Northern
ENGINEERING INC
ENGINEERING INC
CONSTRUCTION MANAGEMENT
1040 E. BOO N. CREM, UTAH B4097
(501) 802-8992

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH C.U.W.C.D. EASEMENTS

EXHIBIT "B"
NEW 75' TCE-61, NEW 75' TCE-61

янеет на В 17



C.U.W.C.D. NEW 75' TCE-6K TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.89'23'17'W. A DISTANCE OF 62.95 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 4691.041 FEET TO THE REAL POINT OF **BEGINNING:**

THENCE S.62'44'08'W. A DISTANCE OF 75.00 FEET; THENCE N.27'15'52'W. A DISTANCE OF 886.23 FEET; THENCE N.62'44'08'E. A DISTANCE OF 75.00 FEET: THENCE S.27'15'52'E. A DISTANCE OF 886.23 FEET TO THE POINT OF BEGINNING.
CONTAINING 66,467 SQ.FT. OR 1.526 ACRES OF LAND.
BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE-6L TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE S.89'18'21"W. A DISTANCE OF 480.70 FEET ALONG THE SECTION LINE; THENCE SOUTH A DISTANCE OF 5071.59 FEET TO THE REAL POINT OF BEGINNING:

THENCE S.62'44'08'W. A DISTANCE OF 75.00 FEET; THENCE N.27"15'52'W. A DISTANCE OF 870.70 FEET; THENCE N.62'44'08'E. A DISTANCE OF 75.00 FEET; THENCE S.27'15'52'E. A DISTANCE OF 870.70 FEET TO THE POINT OF BEGINNING. CONTAINING 65,426 SQ.FT. OR 1.502 ACRES OF LAND. BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

C.U.W.C.D. NEW 75' TCE-6M TEMPORARY CONSTRUCTION EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 2 EAST, SLB&M, VINEYARD, UTAH, SAID PROPERTY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE S.89"18'21"W. A DISTANCE OF 925.41 FEET ALONG THE SECTION LINE; THENCE SOUTH A DISTANCE OF 4203.34 FEET TO THE REAL POINT OF **BEGINNING**;

THENCE S.62'44'08'W. A DISTANCE OF 75.00 FEET; THENCE N.27'15'52'W. A DISTANCE OF 777.24 FEET; THENCE N.62'44'08'E. A DISTANCE OF 100.00 FEET; THENCE S.27'15'52'E. A DISTANCE OF 75.00 FEET; THENCE S.62'44'08'W. A DISTANCE OF 25.00 FEET: THENCE S.27"5'52'E. A DISTANCE OF 702.24 FEET TO THE POINT OF BEGINNING.

CONTAINING 60,168 SQ.FT. OR 1.381 ACRES OF LAND.

BASIS OF BEARING: UTAH STATE PLANE CENTRAL ZONE NAD 83

Northern ENCINEERING INC 1040 E. 800 N. OREM, LITAH 84097 (801) 802-8992

ANDERSON GENEVA DEVELOPMENT, INC. TOWN OF VINEYARD UTAH COUNTY, UTAH

C.U.W.C.D. EASEMENTS EXHIBIT "B"

TCE-6K, NEW 75' NEW 75' TCE-6M NEW 75' TCE-6L

EXHIBIT B - ADDITIONAL EASEMENT

WHEN RECORDED, MAIL TO: Utah Department of Transportation Right of Way, Fourth Floor Box 148420 Satt Lake Chy, Utah 84114-8420 Also; Central Utah Waler Conservancy District 355 West, University Parkway Orem, Utah 84058



Easement

(LIMITED LIABILITY COMPANY)

Utah County

Tax ID No. 40:455:001 PIN No. 10810 Parcel No. R399:8:EC Project No. S-R399(139)

A perpetual non-exclusive easement and right of way, being part of Lot 1, Geneva Park West Record of Survey Map, a subdivision situate in the SW1/4 of Section 8, Township 6 South, Range 2 East, Salt Lake Base and Meridian 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, and situated over, under, across and through that certain land more particularly as follows:

Beginning in the southerly boundary line of an existing 10.00-foot perpetual utility easement, at a point 180.00 feet perpendicularly distant southerly from the right of way control line of the Vineyard Connector, an expressway known as Project S-R399(139), opposite approximate Engineers Station 143+57.46, which point is 301.08 feet S.54°11'44°W. and 54.67 feet S.74.24'40"W. and 10.41 feet SOUTH from the northeast corner of said Lot 1,

Continued on Page 2 LIMITED LIABILITY COMPANY RW-09LL (12-01-03) Page 2

Parcel No. R399;8:EC Project No. S-R399(139)

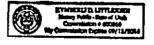
said point of beginning also being 954.99 feet N.89°25'02"E along the Section line and 2110.74 feet NORTH from the southwest corner of said Section 8; and running thence along said southerly boundary line the following two (2) courses and distances: (1) N.74°24'40"E. 59.23 feet; (2) thence N.54°11'44"E. 276.83 feet to the westerly boundary line of an existing CUWCD perpetual easement; thence S.30°16'52"E. 25.09 feet along the westerly boundary line of said existing CUWCD perpetual easement to a point 108.64 feet perpendicularly distant southerly from the right of way control line of said Vineyard Connector, opposite approximate Engineers Station 140+32.09; thence S.54°11'44"W. 232.22 feet; thence S.79°07'23"W. 107.83 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described part of an entire tract contains 6619 square feet in area or 0.152 acre.

IN WITH	to be executed	by its proper	Voodside Homes of Upperson the Market Williams (No. 1974)	Itah LLC has caused authorized, this 15th day	
STATE OF	Utah)) ss.	Woodsid	Homes of Utah LLC imited Alabitity Company	
COUNTY OF	Davis)	ву <u>УЩ</u>	Manager	
				appeared before me,	
Kyan Orthon, who, being by me duly sworn, says that he is the Manager of Woodside Homes of Utah LLC, a Limited Liability Company, and that the					
within and fore Articles of Orga	egoina Instrume	ent was signed aid <u>کر</u> ر	d in behalf of said co	mpany by authority of its acknowledged to	

WITNESS my hand and official stamp the date in this certificate first above written:

Kyribelli D Littleroline
Notary Public



Prepared by DJH 3/13/2014 (Horrocks Engineers) 2nd Partial LIMITED LIABILITY COMPANY RW-09LL (12-01-03)

EXHIBIT C

RELEASE OF PERMANENT EASEMENT GRANTED IN 129375:2009 (UCE-6B)

Commencing at the Southwest corner of Section 8, Township 6 South, Range 2 East, Salt Lake Meridian; thence North 89°25'01" East 1,262.26 feet along section line; thence North 1,331.09 feet to the Grantor's southeast property corner; thence along the southerly and easterly boundary line the following five (5) courses: North 60°33'46" East 356.62 feet; thence North 59°59'53" East 138.32 feet; thence North 30°04'06" West 235.57 feet; thence North 32°38'06" West 284.52 feet; thence North 30°17'44" West 335.27 feet to the true POINT OF BEGINNING; thence South 30°17'44" East 198.27 feet; thence South 89°46'41" West 28.89 feet; thence North 30°17'44" West 181.38 feet more or less to the Grantor's northerly property line; thence along said line, North 54°11'44" East 25.12 feet to the POINT OF BEGINNING. Contains 4,746 square feet or 0.109 acres, more or less.

RELEASE OF PERPETUAL NON-EXCLUSIVE EASEMENT & ROW GRANTED IN 33205:2014 (ADDITIONAL EASEMENT)

Beginning in the southerly boundary line of an existing 10.00-foot perpetual utility easement, at a point 180.00 feet perpendicularly distant southerly from the right of way control line of the Vineyard Connector, an expressway known as Project S-R399(139), opposite approximate Engineers Station 143+57.46, which point is 301.08 feet S.54°11'44"W. and 54.67 feet S.74°24'40"W. and 10.41 feet SOUTH from the northeast corner of Lot 1, Geneva Park West Record of Survey Map, a subdivision situate in the SW1/4 of Section 8, Township 6 South, Range 2 East, SLB&M, said point of beginning also being 954.99 feet N.89°25'02"E. along the Section line and 2110.74 feet North from the southwest corner of said Section 8; and running thence along said southerly boundary line the following two (2) courses and distances: (1) N.74°24'40"E. 59.23 feet; (2) thence N.54°11'44"E. 276.83 feet to the westerly boundary line of an existing CUWCD perpetual easement; thence S.30°16'52"E. 25.09 feet along the westerly boundary line of said CUWCD perpetual easement to a point 108.64 feet perpendicularly distant southerly from the right of way control line of said Vineyard Connector, opposite approximate Engineers Station 104+32.09; thence S.54°11'44"W. 232.22 feet; thence S.79°07'23"W. 107.83 feet to the point of beginning. Contains 6,619 square feet in area or 0.152 acre.

RELEASE OF TEMPORARY CONSTRUCTION EASEMENT GRANTED IN 129375:2009 (TCE-6G)

Commencing at the Southwest corner of Section 8, Township 6 South, Range 2 East, Salt Lake Meridian; thence North 89°25'01" East 1,262.26 feet along section line; thence North 1,331.09 feet to the Grantor's southeast property corner; thence the southerly and easterly boundary line the following six (6) courses: North 60°33'46" East 356.62 feet; thence North 59°59'53" East 138.32 feet; thence North 30°04'06" West 235.57 feet; thence North 32°38'06" West 284.52 feet; thence North 30°17'44" West 335.27 feet; thence South 54°11'44" West 25.12 feet to the true POINT OF BEGINNING; thence South 30°17'44" East 238.26 feet; thence South 59°57'12" West 11.61 feet; thence South 89°46'41" West 73.25 feet; thence North 30°17'44" West 194.27 feet more or less to the Grantor's northerly property line; thence along said line, North 54°11'44" East 75.35 feet to the POINT OF BEGINNING. Contains 16,432 square feet or 0.377 acres, more or less.

EXHIBIT D

NEW UTILITY CORRIDOR EASEMENT (UCE-TR-1)

Commencing at the Southwest corner of Section 8, Township 6 South, Range 2 East, Salt Lake Meridian; thence North 89°25'01" East 1,262.26 feet along section line; thence North 1,331.09 feet to the Grantor's southeast property corner; thence along the southerly, easterly and northerly boundary line the following six (6) courses: North 60°33'46" East 356.62 feet; thence North 59°59'53" East 138.32 feet; thence North 30°04'06" West 235.57 feet; thence North 32°38'06" West 284.52 feet; thence North 30°17'44" West 335.27 feet; thence South 54°11'44" West 294.87 feet to the true POINT OF BEGINNING; thence North 89°46'41" East 310.28 feet more or less the westerly line of the existing Parcel No. UCE-6B; thence along said westerly line. South 30°17'44" East 26.88 feet to the northerly line of a 30 foot wide perpetual masterplan trail, utility and access easement recorded on the Tucker Row at Waters Edge, a Residential Planned Unit Development Plat, Entry No. 21006:2016 on the official records of the Utah County Recorder; thence along said northerly boundary line the following two (2) courses: South 59°57'12" West 3.49 feet; thence South 89°46'41" West 403.59 feet more or less to the Grantor's northerly property line; thence along said property line the following two (2) courses: North 74°24'40" East 80.71 feet; thence North 54°11'44" East 6.21 feet to the POINT OF BEGINNING. Contains 8,884 square feet or 0.204 acres more or less.

EXHIBIT E

NEW TEMPORARY CONSTRUCTION EASEMENT (TCE-TR-1)

Commencing at the Southwest corner of Section 8, Township 6 South, Range 2 East, Salt Lake Meridian; thence North 89°25'01" East 1,262.26 feet along section line; thence North 1,331.09 feet to the Grantor's southeast property corner; thence along the southerly, easterly and northerly boundary line the following five (5) courses: North 60°33'46" East 356.62 feet; thence North 59°59'53" East 138.32 feet; thence North 30°04'06" West 235.57 feet; thence North 32°38'06" West 284.52 feet; thence North 30°17'44" West 335.27 feet to the true POINT OF BEGINNING, said point being the Grantor's northeast property corner; thence along Grantor's easterly property line, South 30°17'44" East 198.27 feet; thence South 89°46'41" West 339.17 feet more or less to the Grantor's northerly property line; thence along said property line, North 54°11'44" East 294.87 feet more or less to the POINT OF BEGINNING. Contains 29,097 square feet or 0.688 acres more or less.

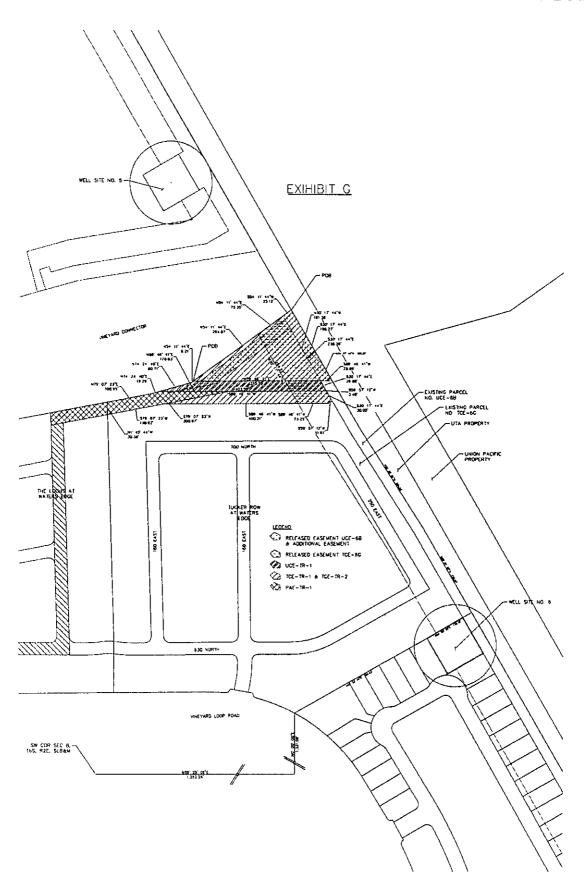
NEW TEMPORARY CONSTRUCTION EASEMENT (TCE-TR-2)

Commencing at the Southwest corner of Section 8, Township 6 South, Range 2 East, Salt Lake Meridian; thence North 89°25'01" East 1,262.26 feet along section line; thence North 1,331.09 feet to the Grantor's southeast property corner; thence along the southerly, easterly and northerly boundary line the following eight (8) courses: North 60°33'46" East 356.62 feet; thence North 59°59'53" East 138.32 feet; thence North 30°04'06" West 235.57 feet; thence North 32°38'06" West 284.52 feet; thence North 30°17'44" West 335.27 feet; thence South 54°11'44" West 301.08 feet; thence South 74°24'40" West 100.00 feet; thence South 79°07'23" West 108.95 feet to the true POINT OF BEGINNING and to the Grantor's northwest property corner; thence along the Grantor's northerly property line the following two (2) courses: North 79°07'23" East 108.95 feet; thence North 74°24'40" East 19.29 feet; thence North 89°46'41" East 403.59 feet; thence North 59°57'12" East 3.49 feet more or less to the westerly boundary line of Parcel No. UCE-6B; thence along said westerly boundary line, South 30°17'44" East 30.00 feet; thence South 59°57'12" West 11.61 feet; thence South 89°46'41" West 400.21 feet; thence South 49°07'23" West 138.62 feet more or less to the Grantor's westerly property line; thence along said property line, North 1°45'44" West 30.38 feet more or less to the POINT OF BEGINNING. Contains 16,304 square feet or 0.374 acres more or less.

EXHIBIT F

NEW PERMENANT ACCESS EASEMENT (PAE-TR-1)

Commencing at the Southwest corner of Section 8, Township 6 South, Range 2 East, Salt Lake Meridian; thence North 89°25'01" East 1,262.26 feet along section line; thence North 1,331.09 feet to the Grantor's southeast property corner; thence along the southerly, easterly and northerly boundary line the following eight (8) courses: North 60°33'46" East 356.62 feet; thence North 59°59'53" East 138.32 feet; thence North 30°04'06" West 235.57 feet; thence North 32°38'06" West 284.52 feet; thence North 30°17'44" West 335.27 feet; thence South 54°11'44" West 301.08 feet; thence South 74°24'40" West 100.00 feet; thence South 79°07'23" West 108.95 feet to the true POINT OF BEGINNING and to the Grantor's northwest property corner; thence along the Grantor's northerly property line the following two (2) courses: North 79°07'23" East 108.95 feet; thence North 74°24'40" East 19.29 feet; thence North 89°46'41" East 170.83 feet; thence South 79°07'23" West 300.87 feet more or less to the Grantor's westerly property line; thence along said property line, North 1°45'44" West 30.38 feet more or less to the POINT OF BEGINNING. Contains 6,584 square feet or 0.151 acres more or less.



63 of 63