



ENT 24493:2012 PG 1 of 23
 JEFFERY SMITH
 UTAH COUNTY RECORDER
 2012 Mar 27 4:38 pm FEE 0.00 BY SW
 RECORDED FOR CENTRAL UTAH WATER CONSERVA

When Recorded, Mail To:
 Property Reserve, Inc.
 Attn.: Daniel Wright
 5 Triad Center, Suite 650
 Salt Lake City, Utah 84180

(space above for recorder's use)

**PERMANENT WATER PIPELINE AND
 TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS PERMANENT WATER PIPELINE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into this 8th day of March, 2012, by and between PROPERTY RESERVE, INC., a Utah nonprofit corporation ("Grantor"), whose address is 5 Triad Center, Suite 650, Salt Lake City, Utah 84180, and CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah ("Grantee"), whose address is 355 West University Parkway, Orem, Utah 84058-7303. Grantor and Grantee are sometimes hereinafter referred to individually as a "Party," and collectively as the "Parties."

RECITALS

A. Grantor owns certain real property (the "Grantor's Property") located in Utah County, Utah, as more specifically described on Exhibit A attached hereto and incorporated herein by this reference.

B. Grantee desires to obtain: (i) a perpetual, non-exclusive Forty-Seven Thousand Two Hundred Forty-Four (47,244) square foot easement; and (ii) a temporary, non-exclusive One Hundred Three Thousand Nine Hundred Forty-Five (103,945) square foot easement, both on, over, and across portions of the Grantor's Property, for the benefit of Grantee, and for the purposes more specifically described herein. Grantor is willing to grant the easements to Grantee for such purposes, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. Easements; Term.

1.1. Grant of Permanent Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby grants and conveys unto Grantee a perpetual, non-exclusive Forty-Seven Thousand Two Hundred Forty-Four (47,244) square foot easement on, over, across and through that portion of the Grantor's Property more specifically described on Exhibit B, and depicted on Illustration for Exhibit B, both attached hereto and incorporated herein by this reference (the "Easement Area"). The permanent easement granted in this Section 1.1 (the "Easement"), shall be solely for the purpose of developing the Central Utah Water

Conservancy District Water Development Project (the "Project"), including specifically, the construction and installation of an underground sixty (60) inch water transmission pipeline and associated facilities and equipment, and the development and construction of municipal water wells, water transmission lines, water storage reservoirs, pump stations and related equipment and facilities (collectively, the "Improvements") as a source of municipal water supply to serve Northern Utah County and South Salt Lake County. The Easement shall only be terminated pursuant to the provisions of Section 13 herein.

1.2. Grant of Temporary Construction Easement. In consideration of the covenants and agreements hereinafter set forth, Grantor hereby conveys to Grantee a temporary, non-exclusive One Hundred Three Thousand Nine Hundred Forty-Five (103,945) square foot easement on, over, across, and through that portion of the Grantor's Property more specifically described on Exhibit C, and depicted on Illustration for Exhibit C, both attached hereto and incorporated herein by this reference (the "Temporary Construction Easement"). The Temporary Construction Easement is to accommodate vehicular and pedestrian ingress and egress to and from the Easement Area as well as to allow Grantee to survey, construct the Improvements, stockpile and move materials, objects, equipment, and to accommodate a working force during the construction of the Improvements. All of the terms and provisions of this Agreement shall apply to Grantee's activities conducted pursuant to the Temporary Construction Easement, and the references to Easement Area in the following provisions shall also apply to Grantee's use of the Temporary Construction Easement. The Temporary Construction Easement will terminate on the earlier to occur of: (i) twelve (12) months from the commencement of construction of the Improvements, or (ii) December 31, 2013.

2. Consideration for the Easement. In consideration for the Easement and Temporary Construction Easement granted hereby, Grantee shall pay to Grantor such amount as shall be set forth in a separate, written consideration agreement ("Consideration Agreement"), to be executed by and between Grantor and Grantee contemporaneously herewith.

3. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall have the unrestricted right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee shall enter upon the Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents, which claims arise out of or otherwise in connection with the Grantee's use of the Easement Areas for the Improvements.

4. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent, or which would not otherwise interfere, in any way, with Grantee's permitted use of the Easement Area. Notwithstanding the foregoing, Grantor herein agrees for itself and for its heirs, successors or assigns, that the Easement Area shall be kept free from buildings or any other structures or obstructions (except grass, fences, sidewalks, roadways, pavement, curbs, or trees and shrubs whose roots would come into contact with the Improvements) that would interfere with the Grantee's continued use of the Easement Area for the purposes of laying, constructing, operating, maintaining, repairing or replacing the Improvements and all appurtenances incidental thereto. Without limiting the above, Grantor

reserves the right to require the relocation of the Easement Areas and all Improvements constructed and installed by Grantee therein, at any time at Grantor's sole cost and expense, so long as the relocation provides Grantee with similar access to and use of the Grantee's Property for all purposes permitted hereunder and otherwise in conformance with the terms and provisions of this Agreement.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Grantee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others located within the Easement Area or related to use and improvement of the Easement Area by Grantee.

6. Construction of the Improvements. Grantee agrees at the time of construction to bury the Improvements located underground to a depth so that there is at least forty-eight (48) inches of ground cover over the top of buried Improvements. Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances.

7. Maintenance and Restoration.

7.1. General Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor's Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Grantor's Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials which it has caused to be placed upon the Grantor's Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor's Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for revegetation; (iv) grading the areas in which the soils were removed and relocated, (v) installing water bars along the Easement Area reasonably necessary to prevent erosion of the Easement Area and adjacent property; and (vi) leaving the Grantor's Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither environmental hazards nor liens caused by Grantee's activities.

7.2. Damage Fees. Grantee and Grantor hereby acknowledge and agree that Grantor shall suffer reasonable loss of income due to crop damage, the need to re-seed, loss of rental income or other economic loss that results from Grantee's, or Grantee's Agents', entry onto or work performed on the Grantor's Property (the "Damage Fees"). Grantee shall reimburse Grantor for all Damage Fees, in a lump sum, in the amount agreed upon by the Parties as set forth in the Consideration Agreement. Upon receipt of such payment by Grantor, Grantee shall be released of any and all obligations to Grantor with respect to damage to or loss of crops, re-seeding, and other economic loss within the Easement Areas as a result of Grantee's activity in connection with the construction and installation of the Improvements pursuant to this Agreement; however, payment of Damage Fees shall not relieve Grantee of its other non-monetary obligations under this Agreement.

7.3. Work Conducted. In the event Grantee needs to perform construction or maintenance work within the Easement Area, Grantee shall: (i) provide Grantor with at least fifteen (15) days' prior written notice of such work, except in the event of an emergency when no prior notice shall be necessary; (ii) use good faith efforts to ensure that there is continual pedestrian and vehicular access to the Grantor's Property; (iii) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor's Property; (iv) perform any such work at its sole cost and expense; and (v) perform such work expediently and in a good and workmanlike manner.

7.4. "H" Braces for Fences; Gates. Grantee shall, at its sole cost and expense, "H" brace all fences that must be cut in order to accomplish any of the purposes herein above granted. In this event, Grantee shall "H" brace each side of the area covered by this grant secure the wire so that when the fence is cut, the remainder of the fence shall not go slack or be slackened. After said installation or repair, said fence shall be replaced in the same condition it was in before cutting. At Grantee's sole cost and expense, Grantee will install up to ____ gates along said right of way at Grantor's request and at reasonable locations upon which the Parties mutually agree.

7.5. Notification of Leaks of Hazardous Substances and Remediation Plan. Grantee shall notify Grantor of any leaks or spills of hazardous substances within twenty-four (24) hours of said leak or spill, and Grantor must approve any remediation plan to be undertaken upon Grantor's Property because of a leak or spill. Such approval will not be unreasonably withheld or conditioned and shall be made within a reasonable time after notification. It is agreed by the Parties that a water leak is not a hazardous substance for the purpose of this Subsection.

8. Additional Improvements. If Grantee desires to add any additional improvements within the Easement Area (that are not authorized under Section 1.1 of this Agreement), Grantee shall provide Grantor with detailed plans and specifications for the proposed change or improvement at least forty five (45) days in advance. Grantor shall have the right, in Grantor's sole discretion, to approve or deny the requested change or improvement but only if Grantor determines that it is likely to interfere with or impair, or has the potential to interfere with or impair, Grantor's current or future use or development of the Grantor's Property, which approval shall not be unreasonably withheld, conditioned or delayed. Any approved plans will

incorporate, to the extent known at the time, the plans and specifications of Grantor for the Easement Area, and the placement of any roads, landscaping, fences, signs, and other improvements reasonably required by Grantor. Notwithstanding the foregoing, Grantor hereby acknowledges that Grantee does not, by this provision, waive any right of eminent domain in the event any such approval is withheld by Grantor.

9. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning and land use laws.

10. Liens. Grantee will keep the Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and Grantee will indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor's Property and/or the property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents. Any such liens must be released of record within thirty (30) days of written notice to Grantee of the existence of such a lien.

11. Insurance. Prior to and at all times after initially entering upon the Grantor's Property for any purpose, Grantee and Grantee's Agents shall at their sole expense maintain with a reputable company or companies acceptable to Grantor: (i) a policy or policies of commercial general liability insurance with respect to the Grantor's Property and the operations of or on behalf of Grantee and/or Grantee's Agents on or about the Grantor's Property, including but not limited to owned and nonowned automobile (vehicle) liability, personal and advertising injury, blanket contractual, broad form property damage and product/completed operations liability coverage for not less than Five Million Dollars (\$5,000,000.00) combined single limit bodily injury, death and property damage liability per occurrence; (ii) Endorsement CG 00 39 (removing the pollution exclusion) or its equivalent, with the same limits of liability as set forth above; and (iii) workers compensation insurance in an amount required by law, together with employers liability, with a Waiver of Subrogation endorsement by the insurance carrier as respects Grantor.

11.1. Grantee, for itself and its insurers, hereby waives any rights of recovery Grantee may have against Grantor to the extent of the indemnity obligations herein. Grantee shall provide that the policies of insurance required above shall be primary and shall name Grantor as additional insured as respects the obligations in this Agreement, and shall apply severally to Grantor and Grantee, with the provision that any other insurance carried by Grantor shall be non-contributing.

11.2. Neither the amount nor the scope of any of the obligations of Grantee under this agreement or otherwise, including without limitation, indemnity obligations, shall be limited to the amount of the insurance Grantee is required to maintain hereunder.

11.3. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice be given to Grantor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Grantor, shall be delivered to Grantor prior to Grantee entering upon the Grantor's Property for any purpose, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

11.4. Notwithstanding the foregoing, Grantee shall have the right to satisfy its insurance obligations hereunder by means of self-insurance to the extent of all or part of the required insurance, but only so long as Grantee maintains actuarially sound reserves.

12. Indemnification. Grantee shall indemnify, defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and its and their employees, officers, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims") arising from or relating to: (i) any use of the Easement Area and/or Grantor's Property by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, the Grantor's Property and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Area in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area, the Grantor's Property and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement of Grantor of any provision of this Agreement and any cost of removing Grantee from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement, so long as the event for which the indemnification is needed occurred prior to such expiration or termination.

13. Termination of the Easement. This Agreement and the Easement granted herein shall terminate once: (i) Grantee (or its successors) notifies Grantor in writing that Grantee has permanently abandoned the Easement granted herein, which notice Grantee agrees to give immediately upon a determination by Grantee that the Easement will be abandoned, (ii) the Improvements are not installed within ten (10) years after the date hereof, (iii) use of the Improvements is discontinued for a period of five (5) consecutive years, or (iv) Grantee is provided an alternative easement, subject to the provisions of Section 4 herein; provided, however, that the time periods set forth herein shall be tolled during the occurrence and continuation of any force majeure of which Grantor notifies Grantee in writing. For purposes of this Section 13, "force majeure" means strikes, lockouts, labor troubles, inability to procure materials, failure of power, earthquakes, floods, drought or similar natural disasters, restrictive governmental law or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Grantee. Upon such termination of this Agreement and the Easement granted herein, Grantor shall have the right to record a Release of Easement instrument in the Official Records of Utah County, Utah, thereby terminating all rights and interests of Grantee in the Grantor's Property.

14. Notices. Any notice required or desired to be given under this Agreement shall be considered given either: (i) when delivered in person to the recipient named below, or (ii) three (3) days after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended. All notices shall be given at the following addresses:

If to Grantor:	Property Reserve, Inc. Attn: Daniel Wright 5 Triad Center, Suite 650 Salt Lake City, Utah 84180
With a copy to:	Kirton & McConkie Attn: M. Thomas Schofield 60 E. South Temple, Suite 1800 Salt Lake City, Utah 84111
If to Grantee:	Central Utah Water Conservancy District Attn: District Engineer 355 West University Parkway Orem, Utah 84058-7303

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

15. Miscellaneous.

15.1. Interpretation. Section titles and captions to this Agreement are for convenience only and shall not be deemed part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part of this Agreement. This

Agreement has been arrived at through negotiation between Grantor and Grantee. As a result, the normal rule of contract construction that any ambiguities are to be resolved against the drafting party shall not apply in the construction or interpretation of this Agreement.

15.2. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

15.3. Assignment/Run with the Land/Successors. Subject to the terms and conditions of this Agreement, the provisions of this Agreement shall be considered a covenant that runs with the land herein described and as such the terms, conditions, and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the Grantor hereto. Notwithstanding, Grantee may not assign this Agreement, in whole or in part, without the prior written consent of Grantor, which consent shall not be unreasonably withheld, delayed or conditioned in the case of assignment to a reputable entity who expressly assumes the obligations of Grantee hereunder with proven financial capability demonstrated by financial reports satisfactory to Grantor in connection with the request for approval to fully perform all of Grantee's responsibilities under this Agreement, both at the time of assignment and for the reasonably foreseeable term of this Agreement.

15.4. Integration. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof. Any amendment or modification to this Agreement shall be in writing and signed by authorized agents or officers of the Parties.

15.5. Waiver. No failure by any Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition.

15.6. Rights and Remedies. The rights and remedies of either of the Parties stated herein are not intended to be exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the Parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any Party aggrieved as against the other Party for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the Parties that the respective rights and obligations of the Parties hereunder shall be enforceable in equity as well as at law or otherwise.

15.7. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the Party for which he/she signs to execute and deliver this Agreement in the capacity and for the

entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

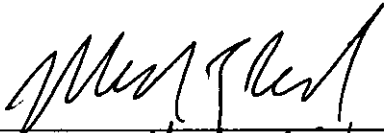
15.8. No Public Use/Dedication. The Grantor's Property is and shall at all times remain the private property of Grantor. The use of the Grantor's Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor's Property beyond the express terms and conditions of this Agreement.

15.9. Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a Party hereto with respect to a matter or matters covered by this Agreement or if a Party finds it necessary to retain an attorney to enforce its rights under this Agreement, all costs and expenses of the prevailing Party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing Party. For purposes of this Paragraph, the term "prevailing Party" shall, in the case of a claimant, be the Party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the Party who is successful in denying substantially all of the relief sought by the claimant.

[Signatures and acknowledgements to follow – this space is intentionally left blank]

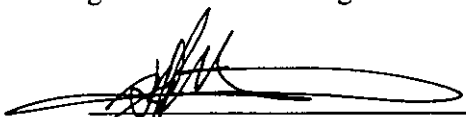
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Grantor: PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: 
By: _____
Name (Print): Mark Gibbons
Title: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

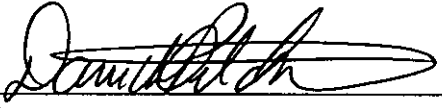
On this 8th day of March, 2012 personally appeared before me ~~W. Kent~~ Mark Gibbons, known or satisfactorily proved to me to be the President of Property Reserve, Inc., a Utah non-profit corporation, who acknowledged to me that he signed the foregoing instrument as President for said corporation.



Notary Public



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

By: 
 Name (Print): David O. Pitcher
 Title: Assistant General Manager /
Chief Engineer

STATE OF UTAH)
) :SS
 COUNTY OF UTAH)

This instrument was acknowledged before me on this 10th day of February, 2012 by David O. Pitcher, as the Assistant General Manager / Chief Engineer of CENTRAL UTAH WATER CONSERVANCY DISTRICT, a political subdivision of the State of Utah.

WITNESS my hand and official seal.

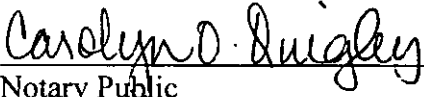

 Notary Public



Exhibit A

(Legal Description of the Grantor's Property)

Exhibit A

(Legal Description of the Grantor's Property)

All that certain real property located in Utah County, State of Utah, more particularly described as follows:

Commencing at a point on a fence located South 0.40 feet and East 177.90 feet from the West one quarter corner of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence the following bearings and distances along fence lines: North 36°53'30" West 1007.45 feet, North 00°25'49" East 450.46 feet; South 89°27'33" East 1342.47 feet, South 00°24'45" West 607.38 feet; thence South 00°23'21" West 306.30 feet; thence South 00°04'45" West along a fence line 330.83 feet; thence North 89°55'23" West along a fence line 734.11 feet to the point of beginning.

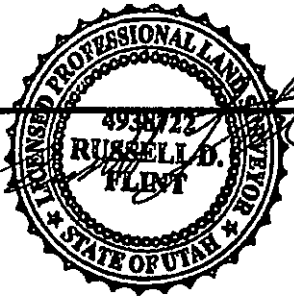
Less and Excepting any portion lying within the railroad right of way.

Ck by JJB 13 February 2012

Exhibit B

(Legal Description of the Easement Area)

Exhibit B



Parcel #
13:079:0004

Sheet
3 of 3

LEGAL DESCRIPTION OF: TCE 200

An appurtenant & Temporary Construction Easement, Located in the Northeast quarter of Section 36, Township 5 South, Range 1 East, & the Northwest quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, Utah County, State of Utah, said easement also being located entirely within the Church of Jesus Christ of Latter Day Saints Property, Parcel #13:079:0004, and being more particularly described as follows:

Commencing at a point which is 910.259 feet N 89°47'04" E along the quarter section line and 407.495 feet N 0°23'21" E, from the West Quarter corner of said section 31, and running along a curve 801.03 feet, said curve turning to the right through an angle of 14° 56' 59", having a radius of 3070.00 feet, and whose long chord bears N 62° 19' 42" W for a distance of 798.76 feet; thence, N 52° 26' 31" W for a distance of 578.38 feet; thence, N 44° 09' 01" W for a distance of 168.45 feet; thence, S 89° 27' 33" E for a distance of 98.47 feet; thence, S 44° 09' 01" E for a distance of 94.12 feet; thence, S 52° 26' 31" E for a distance of 571.82 feet to the beginning of a non-tangential curve,

said curve turning to the left through 14° 26' 22", having a radius of 3000.00 feet, and whose long chord bears S 62° 06' 04" E for a distance of 754.05 feet; thence along said curve 756.05 feet; thence, S 00° 23' 21" W for a distance of 74.51 feet to the POINT OF BEGINNING. Containing 103,945 sqft more or less.

ck by JB 19 Dec 2011

LEGAL DESCRIPTION OF: PE 200

An appurtenant waterline easement, Located in the Northeast quarter of Section 36, Township 5 South, Range 1 East, & the Northwest quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, Utah County, State of Utah said easement also being located entirely within the Church of Jesus Christ of Latter Day Saints Property, Parcel #13:079:0004 and being more particularly described as follows:

Commencing at a point which is 910.259 feet N 89°47'04" E along the quarter section line and 407.495 feet N 0°23'21" E, from the West Quarter corner of said section 31, and running thence, S 00° 23' 21" W for a distance of 31.87 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 15° 09' 40", having a radius of 3100.00 feet, and whose long chord bears N 62° 25' 20" W for a distance of 817.90 feet; thence along said curve 820.29 feet; thence, N 52° 26' 31" W for a distance of 581.18 feet; thence, N 44° 09' 01" W for a distance of 200.30 feet; thence, S 89° 27' 33" E for a distance of 42.20 feet; thence, S 44° 09' 01" E for a distance of 168.45 feet; thence, S 52° 26' 31" E for a distance of 578.38 feet to the beginning of a non-tangential curve, said curve turning to the left through 14° 56' 59", having a radius of 3070.00 feet, and whose long chord bears S 62° 19' 42" E for a distance of 798.76 feet; thence along said curve 801.03 feet to the POINT OF BEGINNING.

Containing 47,244 sqft more or less.
ck by JB 19 Dec 2011

TCE	103,945 SQUARE FEET
PE	47,244 SQUARE FEET

CLIENT
C.U.W.C.D.
355 W. University Parkway
Orem, Utah 84058
PHONE: (801) 226-7100

DATE OF ORIGINAL DRAWING: 3/15/2011		
NO	REVISION	DATE BY
3		
2	Changed ties to match PRI property desc tie	12/16/11 RDF
1	Requested PRI redline changes	12/13/11 RDF

FLINT

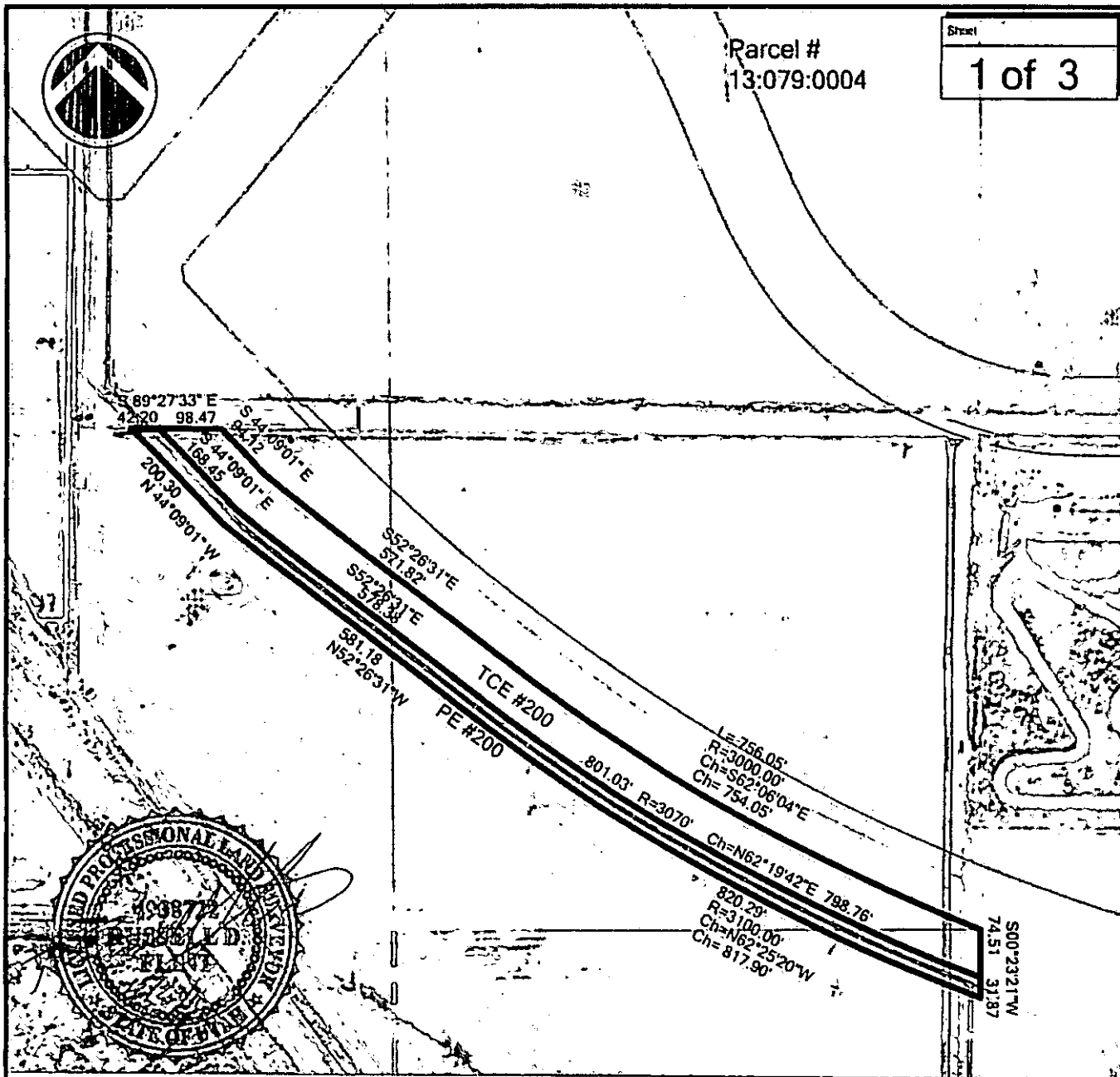
LAND SURVEYING & CONSULTING INC.
P.O. BOX 96089
SOUTH JORDAN UT 84096
PHONE: (801) 448-1820
FAX: (801) 263-1488

DWG BY	RDF
CHECK BY	RDF
PROJ. #	101203

PROJECT
Vineyard Segment (Waterline Easement)
Vineyard, Utah
Utah Co. NE1/4 Sec 36, T5S, R1E, & NW1/4 Sec 31, T5S, R2E, SLM
SHEET TITLE
Parcel # V200 LDS Church

Illustration for Exhibit B

Exhibit B



TCE	103,945 SQUARE FEET
PE	47,244 SQUARE FEET

CLIENT
C.U.W.C.D.
 KC Shaw
 355 W. University Parkway
 Orem, Utah 84058
 PHONE: (801) 226-7100

DATE OF ORIGINAL DRAWING: 3/15/2011			
3			
2			
1	Requested PRI redline changes	12/16/11	RDF
NO	REVISION	DATE	BY

DWG BY	RDF
CHECK BY	RDF
PROJ. #	101203

PROJECT
Vineyard Segment (Waterline Easement)
 Vineyard, Utah
 Utah Co. NE 1/4 of Sec 36 & NW 1/4 Sec 31, T5S, R1E, SLM
 SHEET TITLE
Parcel # V200 LDS Church

FLINT

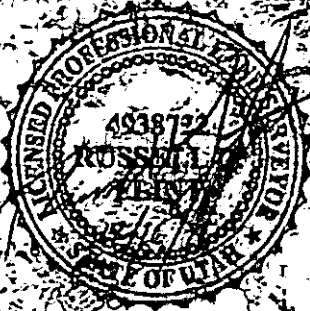
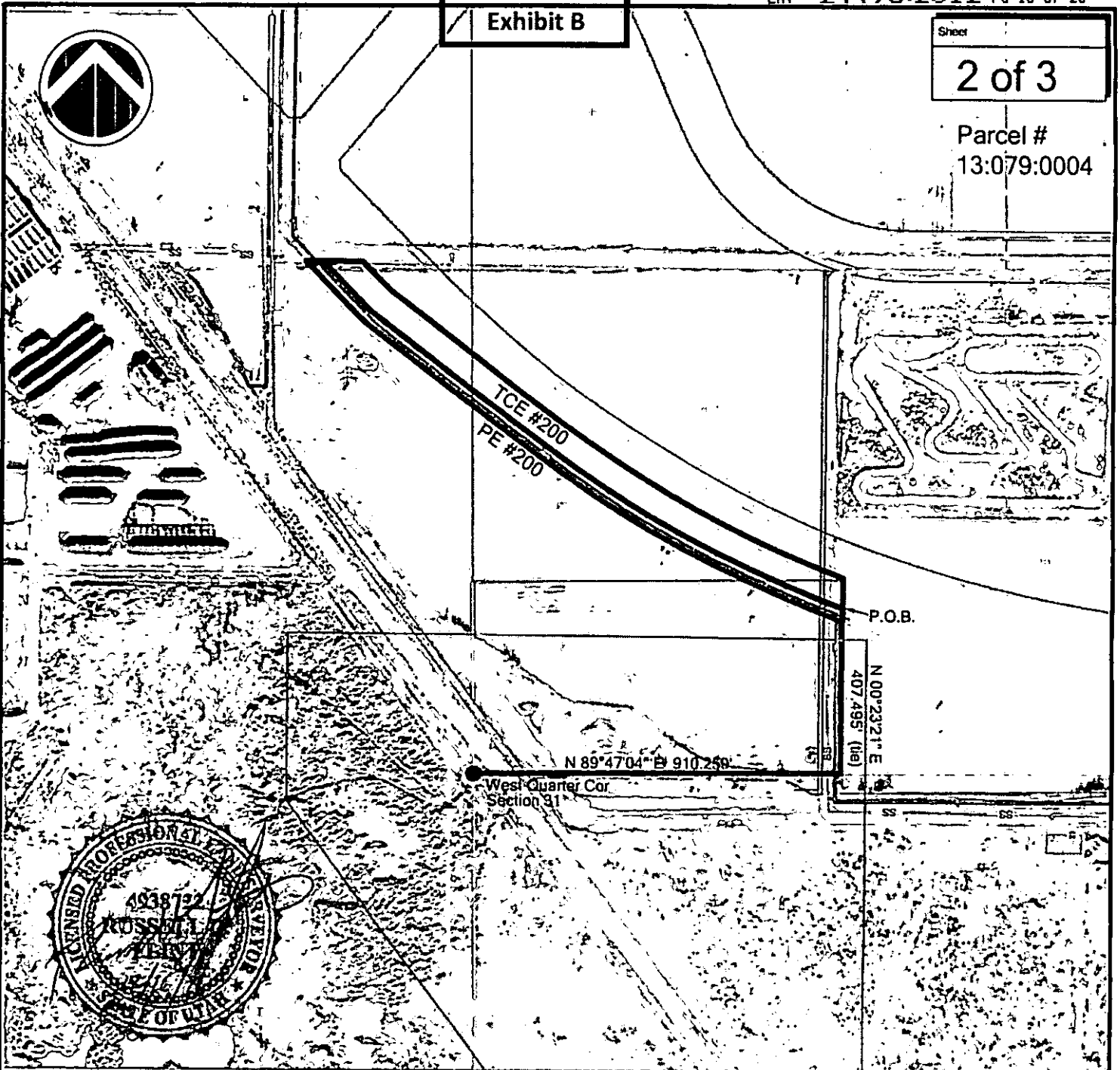
LAND SURVEYING & CONSULTING INC.
 P.O. BOX 85029,
 SOUTH JORDAN, UT 84095
 PHONE: (801) 446-1820
 FAX: (801) 253-1458

Exhibit B

Sheet

2 of 3

Parcel #
13:079:0004



TCE	103,945 SQUARE FEET
PE	47,244 SQUARE FEET

CLIENT
C.U.W.C.D.
KC Shaw
355 W. University Parkway
Orem, Utah 84058
PHONE: (801) 226-7100

DATE OF ORIGINAL DRAWING: 3/15/2011			
NO	REVISION	DATE	BY
3			
2			
1	PRI Redline Changes	12/16/11	RDF

DWG BY	RDF
CHKD BY	RDF
PROJ. #	101203

PROJECT
Vineyard Segment (Waterline Easement)
Vineyard, Utah
Utah Co. NE1/4 of Sec 36 & NW1/4 Sec 31, T5S, R1E, SLM
SHEET TITLE
Parcel # V200 LDS Church

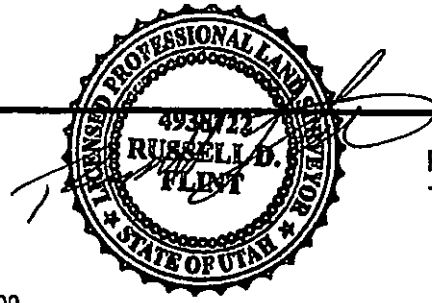
FLINT

LAND SURVEYING & CONSULTING INC.
P.O. BOX 95029
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820

Exhibit C

(Legal Description for Temporary Construction Easement)

Exhibit C



Parcel #
13:079:0004

Sheet
3 of 3

LEGAL DESCRIPTION OF: TCE 200

An appurtenant & Temporary Construction Easement, Located in the Northeast quarter of Section 36, Township 5 South, Range 1 East, & the Northwest quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, Utah County, State of Utah, said easement also being located entirely within the Church of Jesus Christ of Latter Day Saints Property, Parcel #13:079:0004, and being more particularly described as follows:

Commencing at a point which is 910.259 feet N 89°47'04" E along the quarter section line and 407.495 feet N 0°23'21" E, from the West Quarter corner of said section 31, and running along a curve 801.03 feet, said curve turning to the right through an angle of 14° 56' 59", having a radius of 3070.00 feet, and whose long chord bears N 62° 19' 42" W for a distance of 168.45 feet; thence, N 52° 26' 31" W for a distance of 578.38 feet; thence, N 44° 09' 01" W for a distance of 98.47 feet; thence, S 44° 09' 01" E for a distance of 94.12 feet; thence, S 52° 26' 31" E for a distance of 571.82 feet to the beginning of a non-tangential curve,

said curve turning to the left through 14° 26' 22", having a radius of 3000.00 feet, and whose long chord bears S 62° 06' 04" E for a distance of 754.05 feet; thence along said curve 756.05 feet; thence, S 00° 23' 21" W for a distance of 74.51 feet to the POINT OF BEGINNING. Containing 103,945 sqft more or less.

CR 69-118 19 Dec 2011

LEGAL DESCRIPTION OF: PE 200

An appurtenant waterline easement, Located in the Northeast quarter of Section 36, Township 5 South, Range 1 East, & the Northwest quarter of Section 31, Township 5 South, Range 2 East, Salt Lake Base and Meridian, Utah County, State of Utah said easement also being located entirely within the Church of Jesus Christ of Latter Day Saints Property, Parcel #13:079:0004 and being more particularly described as follows:

Commencing at a point which is 910.259 feet N 89°47'04" E along the quarter section line and 407.495 feet N 0°23'21" E, from the West Quarter corner of said section 31, and running thence, S 00° 23' 21" W for a distance of 31.87 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 15° 09' 40", having a radius of 3100.00 feet, and whose long chord bears N 62° 25' 20" W for a distance of 817.90 feet; thence along said curve 820.29 feet; thence, N 52° 26' 31" W for a distance of 581.18 feet; thence, N 44° 09' 01" W for a distance of 200.30 feet; thence, S 89° 27' 33" E for a distance of 42.20 feet; thence, S 44° 09' 01" E for a distance of 168.45 feet; thence, S 52° 26' 31" E for a distance of 578.38 feet to the beginning of a non-tangential curve,

said curve turning to the left through 14° 56' 59", having a radius of 3070.00 feet, and whose long chord bears S 62° 19' 42" E for a distance of 798.76 feet; thence along said curve 801.03 feet to the POINT OF BEGINNING. Containing 47,244 sqft more or less.

CR 64-118 19 Dec 2011

TCE	103,945 SQUARE FEET
PE	47,244 SQUARE FEET

CLIENT
C.U.W.C.D.
355 W. University Parkway
Orem, Utah 84058
PHONE: (801) 226-7100

DATE OF ORIGINAL DRAWING: 3/18/2011			
NO	REVISION	DATE	BY
3			
2	Changed ties to match PRI property desc tie	12/16/11	RDF
1	Requested PRI redline changes	12/13/11	RDF

DRAWN BY	RDF
CHECKED BY	RDF
PROJ. #	101203

PROJECT
Vineyard Segment (Waterline Easement)
Vineyard, Utah
Utah Co. NE1/4 Sec 36, T5S, R1E, & NW1/4 Sec 31, T5S, R2E, SLM
SHEET TITLE
Parcel # V200 LDS Church

FLINT

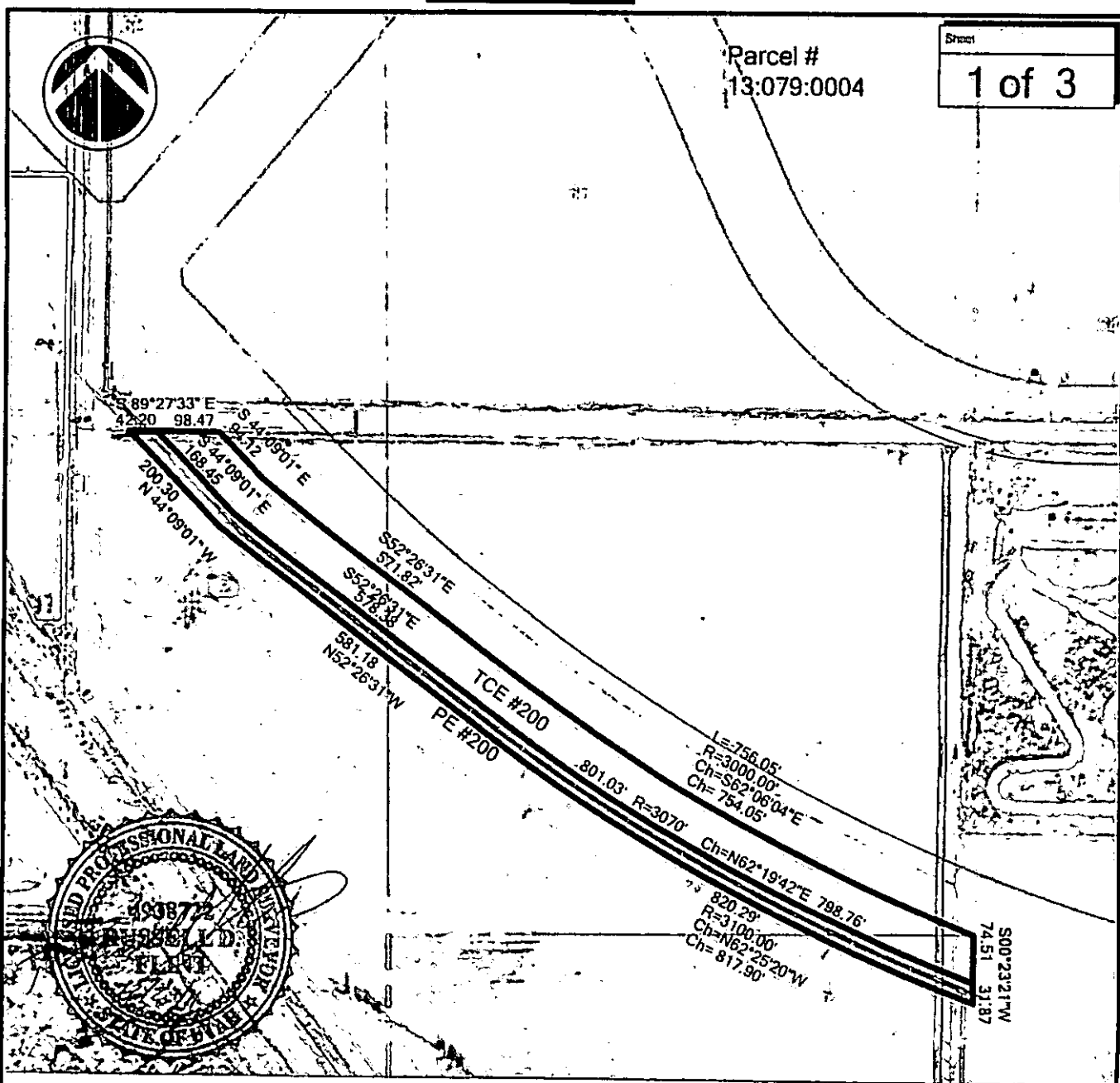
LAND SURVEYING & CONSULTING INC.
P.O. BOX 64625
SOUTH JORDAN UT 84095
PHONE: (801) 449-1826
FAX: (801) 263-1456

Illustration for Exhibit C

Exhibit C

Sheet
1 of 3

Parcel #
13:079:0004



TCE	103,945 SQUARE FEET
PE	47,244 SQUARE FEET

CLIENT
C.U.W.C.D.
KC Shaw
355 W. University Parkway
Orem, Utah 84058
PHONE: (801) 226-7100

DATE OF ORIGINAL DRAWING: 3/15/2011			
NO	REVISION	DATE	BY
3			
2			
1	Requested PRI redline changes	12/16/11	RDF

FLINT

LAND SURVEYING & CONSULTING INC.
P.O. BOX 85029,
SOUTH JORDAN, UT 84095
PHONE: (801) 446-1820
FAX: (801) 253-1468

DWNG BY	RDF
CHECKED BY	RDF
PROJ. #	101203

PROJECT
Vineyard Segment (Waterline Easement)
Vineyard, Utah
Utah Co. NE 1/4 of Sec 36 & NW 1/4 Sec 31, T5S, R1E, SLM
SHEET TITLE
Parcel # V200 LDS Church

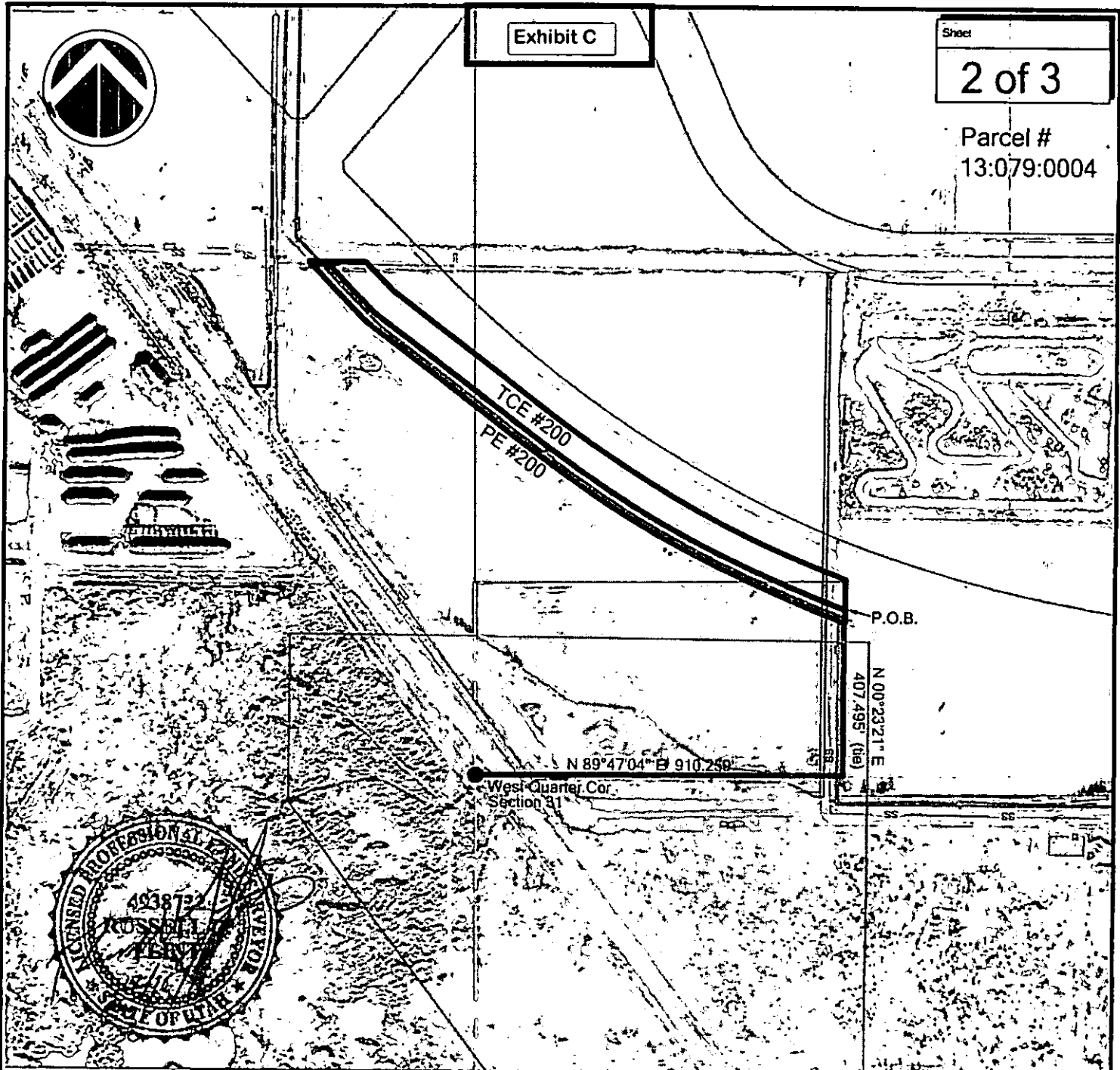
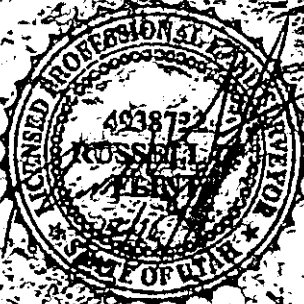


Exhibit C

Sheet
2 of 3

Parcel #
13:079:0004



TCE	103,945 SQUARE FEET
PE	47,244 SQUARE FEET

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Orem, Utah 84058
PHONE: (801) 226-7100

DATE OF ORIGINAL DRAWING: 3/15/2011			
NO	REVISION	DATE	BY
3			
2			
1	PRI Redline Changes	12/16/11	RDF

DWG BY	RDF
CHKD BY	RDF
PROJ. #	101203

PROJECT
Vineyard Segment (Waterline Easement)
Vineyard, Utah
Utah Co. NE 1/4 of Sec 36 & NW 1/4 Sec 31, T5S, R1E, SLM

SHEET TITLE
Parcel # V200 LDS Church

FLINT

LAND SURVEYING & CONSULTING INC.
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PHONE: (801) 446-1820
WWW.FLINTSURV.COM