



## Utah Department of Transportation Right of Entry and Occupancy Agreement

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Project No: HPP-115-6(165)260 Parcel No.(s): 4:2E, 4, 4:E, 10, 10:E, 10:2E, 15, 15:E, 15:2E, 16:2E, 16, 16:E, 21, 21:E, 21:2E  
Job/Proj / Auth No: 52299 Pin No: 5504  
Project Location: I-15 Springville 400 South Interchange and Auxiliary Lane  
County of Property: UTAH Tax ID / Sidwell No: 23-030-0070  
Property Address: SPRINGVILLE UT, 84663  
Owner / Grantor (s): The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints  
Owner's Address: 50 East North Temple, Salt Lake City, UT,84133  
Owner's Home Phone: Owner's Work Phone: 801 240 5834

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**Acquiring Entity: Utah Department of Transportation (UDOT)**

**For the subject property described in the attached deed (Exhibit A), commonly referred to as: *I-15 Springville 400 South Interchange and Auxiliary lane***

This Right of Entry and Occupancy Agreement ("Agreement") is made pursuant to Utah Code Annotated Section 59-2-1337.

We The Corporation of the Presiding Bishop of the Church of the Latter-day Saints (as Property Owners), hereby grant to the State of Utah, Department of Transportation ("UDOT") and its contractors permission to enter upon, take possession of, and commence construction of its public works facility, a portion of which is to be located on the property described in attached Exhibit A, subject to the terms and conditions contained herein. This Agreement is made in anticipation of a possible condemnation action by UDOT and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

It is understood and agreed that the sum of \$ 3,928,100.00 will be paid to the Property Owners as consideration for entering into this Agreement. This amount paid to the Property Owners shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action should one be pursued to acquire the property that is

determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. This Agreement is an 'entry agreement' made pursuant to Utah Code Annotated Section 59-2-1337. In the event property taxes are validly assessed after the date of this Agreement, said property taxes will be the responsibility of the Property Owners.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by UDOT to the Property Owners under this Agreement. It is understood that Property Owners are obligated to provide good and marketable title to the property when conveyance of any fee interest is made to UDOT. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the compensation paid to the Property Owners herein should properly be paid to other third parties, then it shall be the sole obligation of the Property Owners to satisfy such claims and deliver good and marketable title to UDOT. It shall also be the sole obligation of the Property Owners to hold UDOT harmless as to such encumbrances by third parties.

It is understood and agreed that this Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If a satisfactory settlement cannot be agreed upon, UDOT will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed at once to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, UDOT will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in Utah Code Annotated Section 78-34-21 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of UDOT's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right Of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons in regard to this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation. It is understood that, according to state law, any additional compensation that is ordered to be paid to the Property Owners for the acquisition of the property will include interest at an annual rate of 8 % on any additional compensation that is determined to be payable to the Property Owners over and above that paid with this Agreement, calculated from the date of this Agreement.

DATED this 28<sup>th</sup> day of August, 2008

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints

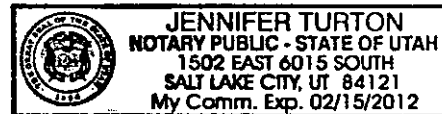
By [Signature]  
AUTHORIZED AGENT.

STATE OF UTAH

County of Salt Lake

On the 28<sup>th</sup> day of August, 2008, personally appeared before me  
Brian R. Camington the signer(s) of the Agreement set forth  
above, who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC



DATED this 30 day of SEPTEMBER, 2008

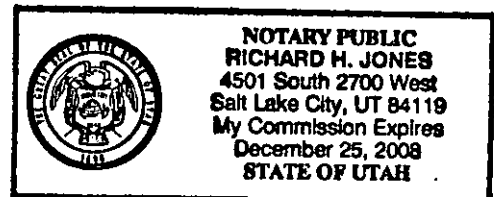
[Signature]  
Lyle McMillan, UDOT Director of Right of Way

STATE OF UTAH

County of Salt Lake

On the 30 day of September, 2008, personally appeared before me  
Lyle D. McMillan the signer(s) of this Agreement for UDOT  
who duly acknowledged to me that they executed the same.

[Signature]  
NOTARY PUBLIC



Exhibits: SEE NEXT PAGE FOR ADDITIONAL TERMS

**ADDITIONAL TERMS:** This Right of Occupancy is being granted with the following conditions:

- 1) It is understood and agreed that the final compensation for the property rights covered by this agreement will not be less than the offered \$3,928,100 being paid in this agreement, and that the reserved rights of the Property Owner to contest the amount of compensation to be paid for said property rights described in Exhibit A shall include payment for severance damages to the adjoining property owned by the Property Owners.
- 2) Despite the provisions set forth in the fourth paragraph of this agreement which provides in part the condition of title to be conveyed, the obligation to pay third parties and a hold harmless, it is hereby understood and agreed that the property owners will convey to UDOT their interest in the property without any warrant whatsoever.

**And** with the following understandings and assurances that the final agreement and compensation in this transaction will include but not be limited to the following:

- 1) Payment in Full to the Property Owners for any and all damages to their remainder properties resulting from the proposed acquisition and construction of the highway improvement in the manner proposed.
- 2) Cost to Property Owner to relocate , 619 lf of existing perimeter fencing onto the remainder of Parcel 15, 1330 lf of perimeter fencing and 164 lf of coral fencing onto the remainder of Parcel 16 and 637 lf of perimeter fencing onto the remainder of parcel 21.
- 3) At no cost to Property Owner, UDOT will ensure that its construction activities will be done in such a manner as not to interrupt or prohibit the continued delivery of irrigation water to their remaining property, and that if UDOT's construction requires they will relocate or extend the existing irrigation facilities to perpetuate the existing ability to deliver irrigation water to the Property owners remaining property both during and after completion of construction. If UDOT or its agents exercise any rights under this agreement prior to December 31, 2008 and currently existing crops are damaged as a result, then UDOT agrees to negotiate in good faith with the tenant farmer for any loss or crop damage that resulted from these actions. Any amounts paid to the Tenant Farmer will not decrease or be taken from the amount ultimately paid to Property Owner.
- 4) At no cost to Property Owner and as part of the Highway construction reconnect and provide curb cuts for the following 3 existing agricultural access points onto Parcel 16; 16' Right of ES 48+40 , 20' Right of ES 53+30 and a 20' Right of ES 55+00. Nothing in this agreement or in the proposed construction will preclude the Property Owner from applying for conversion of these access points to a commercial access should the property be developed in the future.
- 5) It is understood that due to physical barriers created by the new highway construction that 3 existing agricultural access points will be eliminated and NOT be reconnected to the new highway. The 3 access points to be closed are as follows: 16' Right of ES 28+25 (Parcel 10), 16' Left of ES 42+00 (Parcel 15) and a 16' Right of ES 46+55 (Parcel 16). The final compensation in this transaction will include severance damages if applicable which may occur to the remaining properties of the Property Owner due to the loss of these access points.
- 6) At no cost to Grantor those portions of Parcels 4:2E, 10:2E, 15:2E, 16:2E, and 21:2E which are currently being farmed will upon completion of construction be returned to their original condition as much as is reasonably possible including the replacement of top soil.
- 7) Notwithstanding anything else in this Agreement the first full paragraph on the second page of this Agreement is hereby deleted. The Exhibit A referred to above includes a total of 15 separate deeds, 3 for each parent parcel, 4, 10, 15, 16 & 21. They are being attached only to provide a legal description of the properties included in this agreement, and it is understood that the format

and form may change, i.e. the warranty deed attached will be converted to a special warranty deed or a quitclaim deed.

8) It is understood that the Property Owner in order to meet the requested UDOT timeline to grant this Agreement, has been required to perform extraordinary activities on an expedited basis. These activities are in addition to the normal processing and approving of a UDOT transaction, and include legal, ROW engineering, extra committee meeting and administrative and management overtime. In recognition of these extra efforts and expenses by the Property Owner, UDOT on a one time only basis and without precedent agrees to pay an administrative fee of \$10,000.00, in addition to the amount of compensation provided herein. This fee will be paid upon UDOT's acceptance of this agreement

"EXHIBIT - A"

1 of 30

WHEN RECORDED, MAIL TO:  
 Utah Department of Transportation  
 Right of Way, Fourth Floor  
 Box 148420  
 Salt Lake City, Utah 84114-8420

**Warranty Deed**  
 (NON-PROFIT CORPORATION)  
 County UTAH

Parcel No. I15-6:4  
 Project No. HPP-I15-6(165)260  
 Tax ID No. 23-030-0070  
 CID No. 52299  
 PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following described parcel of land in UTAH County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the Southwest Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and Described as follows:

Beginning at a point N 89°12'11" E 576.86 feet and North 893.25 feet from the South quarter corner of said SECTION 31; said point being the existing North Right of Way of 400 South said point located at Station 18+13.18 53.01 left and running thence N00°30'04"W 7.45 feet; thence S76°17'26"E 1.98 feet; thence S89°39'43"E 257.38 feet; thence S45°50'09"W 10.22 feet; to the existing Right of Way of 400 South said point located at 20+65.09 52.84 left thence N89°37'27"W 251.91 feet along the existing 400 South Right of Way to the point of beginning. Said tract of land containing 1,810 sq. ft. or 0.042 acre.

*Ck by JJB 8/27/2008*

Together with any and all water rights owned by the grantor and appurtenant to the property herein conveyed.

Continued on Page 2



WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Perpetual Easement**  
**(NON-PROFIT CORPORATION)**  
County UTAH

Parcel No. I15-6:4:E  
Project No. HPP-I15-6(165)260  
Tax ID No.23-030-0070  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, a parcel of land in UTAH County, State of Utah, to-wit:

A perpetual easement for public utility purposes upon a parcel of land in fee, being part of an entire tract of property, situate in the Southwest Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and Described as follows:

Beginning at a point N 89°12'11" E 576.80 feet along the Section line and North 900.71 feet from the South quarter corner of said SECTION 31; and running thence N00°30'04"W 15.47 feet; thence S76°17'26"E 4.02 feet; thence S89°39'43"E 270.88 feet; thence S45°50'09"W 21.40 feet; said point located at Station 20+72.38 60 left thence N89°39'43"W 257.38 feet; said point located at Station 18+15 60 left thence N76°17'26"W 1.98 feet to the point of beginning. Said tract of land containing 4,006 sq. ft. or 0.092 acre.

*Ck By jib 8/27/2008*

It is agreed hereby, that the easement granted herein is non-exclusive and the grantor(s), by consent of the UTAH DEPARTMENT OF TRANSPORTATION is specifically reserving the right to utilize the surface of said easement for, but not limited to, landscaping, farming, irrigation systems, paving, access or vehicular circulation, providing that no permanent structure is placed or constructed therein and that no reserved use would preclude the utilization by the grantee for the purpose specifically granted. It is mutually understood and agreed that if in the exercise of the rights reserved and conveyed herein, if either the Grantor or the Grantee damages facilities or improvements owned and rightfully placed therein by the other that they will at no cost to the other either repair, restore, replace or compensate the other for said damage.



**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

**GRANTORS:**

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Temporary Construction Easement**  
(NON-PROFIT CORPORATION)

County UTAH Parcel No. I15-6:4:2E  
Project No. HPP-I15-6(165)260  
Tax ID No.23-030-0070  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following parcel of land in UTAH County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property, to accommodate the construction of State Highway improvements in State Right of Way and to construct Public Utilities within the adjacent Public Utility Easement, which temporary easement will expire on July 31, 2010 or upon completion of construction, whichever occurs first, situate in the Southwest Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point N 89°12'11" E 576.66 feet along the Section line and North 916.18 feet from the South quarter corner of said SECTION 31; and running thence N00°30'04"W 5.16 feet; thence S76°17'26"E 4.70 feet; thence S89°39'43"E 275.39 feet; thence S45°50'09"W 7.13 feet; said point located at Station 20+87.64 75 left thence N89°39'43"W 270.88 feet; said point located at Station 18+16.76 75 left thence N76°17'26"W 4.02 feet to the point of beginning. Said tract of land containing 1,387 sq. ft. or 0.032 acre.

*Ck by JJB 8/27/2008*

Parcel No. I15-6:4:2E  
Project No. HPP-I15-6(165)260

ENT 110925:2008 PG 11 of 35

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

**GRANTORS:**

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF )  
 ) ss.  
COUNTY OF )

On the date first above written personally appeared before me,  
\_\_\_\_\_ and \_\_\_\_\_, who, being by me duly  
sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the  
\_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and  
that the within and foregoing instrument was signed in behalf of said corporation by  
authority of \_\_\_\_\_, and said \_\_\_\_\_ and  
\_\_\_\_\_ acknowledged to me that said corporation executed  
the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Warranty Deed**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:10  
Project No. HPP-I15-6(165)260  
Tax ID No. 26-046-0080  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following described parcel of land in UTAH County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and Described as follows:

Beginning at a point S 89°12'11" W 416.44 feet along the Section line and North 747.31 feet from the Southeast corner of said SECTION 31: and running thence N89°39'43"W 677.99 feet; thence N00°08'56"W 12.29 feet said point located at Station 27+98.04 47.71 right; thence along the existing South Right of Way of 400 South S89°37'27"E 677.99 feet said point located at Station 34+76.03 48.16 right; thence S00°10'34"E 11.84 feet to the point of beginning. Said tract of land containing 8,180 sq. ft. or 0.1878 acre.

*Ck by JJB 8/29/2008*

Together with any and all water rights owned by the grantor and appurtenant to the property herein conveyed.

WITNESS, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

GRANTORS:

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Perpetual Easement**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:10:E  
Project No. HPP-I15-6(165)260  
Tax ID No.26-046-0080  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, a parcel of land in UTAH County, State of Utah, to-wit:

A perpetual easement for public utility purposes and for maintenance and construction access of the States retaining wall and structure located in the State Right of Way, upon a parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, Described as follows:

Beginning at a point S 89°12'11" W 416.44 feet along the Section line and North 747.31 feet from the Southeast corner of said SECTION 31 said point located at Station 34+59.64 60 right: and running thence S00°10'34"E 15 feet; thence N89°39'43"W 677.99 feet; thence N00°08'56"W 15 feet said point located at Station 27+98.15 60 right; thence S89°39'43"E 677.99 feet to the point of beginning. Said tract of land containing 10,169 sq. ft. or 0.2335 acre. Ck by JJB 8/29/2008

It is agreed hereby, that the easement granted herein is non-exclusive and the grantor(s), by consent of the UTAH DEPARTMENT OF TRANSPORTATION is specifically reserving the right to utilize the surface of said easement for, but not limited to, landscaping, farming, irrigation systems, paving, access or vehicular circulation, providing that no permanent structure is placed or constructed therein and that no reserved use would preclude the utilization by the grantee for the purpose specifically granted. It is mutually understood and agreed that if in the exercise of the rights reserved and conveyed herein, if either the Grantor or the Grantee damages facilities or improvements owned and rightfully placed therein by the other that they will at no cost to the other either repair, restore, replace or compensate the other for said damage.

WITNESS, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

GRANTORS:

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF )  
) ss.  
COUNTY OF )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public

11

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

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**Temporary Construction Easement**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:10:2E  
Project No. HPP-I15-6(165)260  
Tax ID No.26-046-0080  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following parcel of land in UTAH County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property, to accommodate the construction of State Highway improvements in State Right of Way and to construct Public Utilities within the adjacent Public Utility Easement, and to construct and maintain a temporary detour, which temporary easement will expire on May 1, 2010 or upon completion of construction, whichever occurs first, situate in the Southeast Quarter of the Southeast Quarter of Section 31, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point S 89°12'11" W 416.39 feet along the Section line and North 732.31 feet from the Southeast corner of said SECTION 31: said point located at Station 34+76.27 75 right and running thence S00°10'34"E 75 feet; thence N89°39'43"W 610.75 feet; thence N69°39'44"W 71.82 feet; thence N00°08'56"W 50.44 feet said point located at Station 27+98.28 75 right; thence S89°39'43"E 677.99 feet to the point of beginning. Said tract of land containing 50,024 sq. ft. or 1.1484 acres. *Ck by JJB 8/29/2008*

Continued on Page 2



WITNESS, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

GRANTORS:

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me,  
\_\_\_\_\_  
\_\_\_\_\_ and \_\_\_\_\_, who, being by me duly  
sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the  
\_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and  
that the within and foregoing instrument was signed in behalf of said corporation by  
authority of \_\_\_\_\_, and said \_\_\_\_\_ and  
\_\_\_\_\_ acknowledged to me that said corporation executed  
the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

ENT 110925:2008 PG 18 of 35

**Warranty Deed**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:15  
Project No. HPP-I15-6(165)260  
Tax ID No. 23-030-0045  
CID No. 52299  
PIN No. 5504

           The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of   UTAH  , Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of   (\$10.00) Ten Dollars  , and other good and valuable considerations, the following described parcel of land in   UTAH   County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and Described as follows:

Beginning at a point S89°12'11"W 334.20 feet along the Section line and North 857.26 feet from the Southeast corner of said SECTION 31: said point being on the North Right of Way of 400 South located at Station 35+57.71 51.58 left and running thence N00°12'33"W 8.42 feet; thence S89°39'43"E 618.75 feet; thence S00°30'10"W 8.83 feet; said point located at Station 41+76.35 51.17 left thence along the existing North Right of Way of 400 South the following two courses N89°37'27"W 287.84 feet; thence N89°37'27"W 330.8 feet to the point of beginning. Said tract of land containing 5,336 sq. ft. or 0.123 acre.

*Ck by JJB 8/27/2008*

Together with any and all water rights owned by the grantor and appurtenant to the property herein conveyed.

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

**GRANTORS:**

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me,  
\_\_\_\_\_ and \_\_\_\_\_, who, being by me duly  
sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the  
\_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and  
that the within and foregoing instrument was signed in behalf of said corporation by  
authority of \_\_\_\_\_, and said \_\_\_\_\_ and  
\_\_\_\_\_ acknowledged to me that said corporation executed  
the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Perpetual Easement**  
**(NON-PROFIT CORPORATION)**  
County UTAH

Parcel No. I15-6:15:E  
Project No. HPP-I15-6(165)260  
Tax ID No.23-030-0045  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, a parcel of land in UTAH County, State of Utah, to-wit:

A perpetual easement for public utility purposes and for maintenance and construction access of the States retaining wall and structure located in the State Right of Way, upon a parcel of land in fee, being part of an entire tract of property, situate in the Southeast quarter of Section 31 and the Southwest quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point S89°12'11"W 334.23 feet along the Section line and North 865.68 feet from the Southeast corner of said SECTION 31: said point located at Station 35+57.63 60 left and running thence N00°12'33"W 15 feet; thence S89°39'43"E 618.93 feet; thence S00°30'10"W 15 feet, said point located at Station 41+76.38 60 left; thence N89°39'43"W 618.75 feet to the point of beginning. Said tract of land containing 9,282 sq. ft. or 0.213 acre. *Ck By JJB 8/27/2008*

It is agreed hereby, that the easement granted herein is non-exclusive and the grantor(s), by consent of the UTAH DEPARTMENT OF TRANSPORTATION is specifically reserving the right to utilize the surface of said easement for, but not limited to, landscaping, farming, irrigation systems, paving, access or vehicular circulation, providing that no permanent structure is placed or constructed therein and that no reserved use would preclude the utilization by the grantee for the purpose specifically granted. It is mutually understood and agreed that if in the exercise of the rights reserved and conveyed herein, if either the Grantor or the Grantee damages facilities or improvements owned and rightfully placed therein by the other that they will at no cost to the other either repair, restore, replace or compensate the other for said damage.

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

GRANTORS:  
The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

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**Temporary Construction Easement**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:15:2E  
Project No. HPP-I15-6(165)260  
Tax ID No.23-030-0045  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following parcel of land in UTAH County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property, to accommodate the construction of State Highway improvements in State Right of Way and to construct Public Utilities within the adjacent Public Utility Easement, which temporary easement will expire on July 31, 2010 or upon completion of construction, whichever occurs first, situate in the Southeast quarter of Section 31 and the Southwest quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point S89°12'11"W 334.28 feet along the Section line and North 880.69 feet from the Southeast corner of said SECTION 31: said point located at Station 35+57.49 75 left and running thence N00°12'33"W 5 feet; thence S89°39'43"E 618.99 feet; thence S00°30'10"W 5 feet said point located at Station 41+76.42 75 left; thence N89°39'43"W 618.93 feet to the point of beginning. Said tract of land containing 3,095 sq. ft. or 0.071 acre. Ck by JJB 8/27/2008

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

**GRANTORS:**

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_

\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

ENT 110925:2008 P6 24 of 35

**Warranty Deed**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:16  
Project No. HPP-I15-6(165)260  
Tax ID No. 23-030-0051  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following described parcel of land in UTAH County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and Described as follows:

Beginning at a point S89°12'11"W 333.93 feet along the Section line and North 745.68 feet from the Southeast corner of said SECTION 31; and running thence N00°12'33"W 11.86 feet to the existing South Right of Way of 400 South, said point located at Station 35+58.53 48.14 right; thence along the existing said South Right of Way of 400 South the following three courses S89°37'27"E 1214.03 feet to a point on a 22868.31 foot radius curve to the right; thence 735.06 feet along said curve to the right the chord of which bears S88°42'12"E for 735.03 feet; thence S87°46'57"E 10.23 feet said point located at Station 55+19.43 49.44 right; thence S00°24'55"W 10.56 feet; thence N87°49'13"W 10.33 feet to a point on a 22858.31 foot radius curve to the left; thence 734.7 feet along said curve to the left the chord of which bears N88°44'28"W 734.67 feet; thence N89°39'43"W 1214.15 feet to the point of beginning. Said tract of land containing 21,962 sq. ft. or 0.504 acre.

*Ck by JJB 8/27/2008*

Together with any and all water rights owned by the grantor and appurtenant to the property herein conveyed.

Continued on Page 2



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PAGE 2

Parcel No. I15-6:16  
Project No. HPP-I15-6(165)260

ENT 110925:2008 PG 25 of 35

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

**GRANTORS:**  
The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me,  
\_\_\_\_\_ and \_\_\_\_\_, who, being by me duly  
sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the  
\_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and  
that the within and foregoing instrument was signed in behalf of said corporation by  
authority of \_\_\_\_\_, and said \_\_\_\_\_ and  
\_\_\_\_\_ acknowledged to me that said corporation executed  
the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Perpetual Easement**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:16:E  
Project No. HPP-I15-6(165)260  
Tax ID No.23-030-0051  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, a parcel of land in UTAH County, State of Utah, to-wit:

A perpetual easement for public utility purposes and for maintenance and construction access of the States retaining wall and structure located in the State Right of Way, upon a parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point S89°12'11"W 333.88 feet along the Section line and North 730.67 feet from the Southeast corner of said SECTION 31: and running thence N00°12'33"W 15 feet said point located at Station 35+58.64 60 right; thence S89°39'43"E 1214.15 feet to a point on a 22858.31 foot radius curve to the right; thence 734.7 feet along said curve to the right the chord of which bears S88°44'28"E 734.67 feet; thence S87°49'13"E 10.33 feet said point located at Station 55+19.75 60 right; thence S00°24'55"W 15.01 feet; thence N87°49'13"W 10.79 feet to a point on a 22843.31 foot radius curve to the left; thence 734.22 feet along said curve to the left the chord of which bears N88°44'28"W 734.19 feet; thence N89°39'43"W 1214.01 feet to the point of beginning. Said tract of land containing 29,389 sq. ft. or.675 acre. *Ck by JJB 8/27/2008*

It is agreed hereby, that the easement granted herein is non-exclusive and the grantor(s), by consent of the UTAH DEPARTMENT OF TRANSPORTATION is specifically reserving the right to utilize the surface of said easement for, but not limited to, landscaping, farming, irrigation systems, paving, access or vehicular circulation, providing that no permanent structure is placed or constructed therein and that no reserved use would preclude the utilization by the grantee for the purpose specifically granted. It is mutually understood and agreed that if in the exercise of the rights reserved and conveyed herein, if either the

Grantor or the Grantee damages facilities or improvements owned and rightfully placed therein by the other that they will at no cost to the other either repair, restore, replace or compensate the other for said damage.

ENT 110925:2008 PG 27 of 35

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

**GRANTORS:**

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Temporary Construction Easement**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:16:2E  
Project No. HPP-I15-6(165)260  
Tax ID No.23-030-0051  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following parcel of land in UTAH County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property, to accommodate the construction of State Highway improvements in State Right of Way and to construct Public Utilities within the adjacent Public Utility Easement, and to construct and maintain a temporary detour, which temporary easement will expire on May 1, 2010 or upon completion of construction, whichever occurs first, situate in the Southeast Quarter of Section 31 and the Southwest Quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point S89°12'11"W 333.60 feet along the Section line and North 655.67 feet from the Southeast corner of said SECTION 31: and running thence N00°12'33"W 75 feet said point located at Station 35+58.78 75 right; thence S89°39'43"E 1214.01 feet to a point on a 22843.31 foot radius curve to the right; thence 734.22 feet along said curve to the right the chord of which bears S88°44'28"E 734.19 feet; thence S87°49'13"E 10.79 feet, said point located at Station 55+20.21 75 right; thence S00°24'55"W 5 feet; thence N87°49'13"W 10.95 feet to a point on a 22838.31 foot radius curve to the left; thence 734.06 feet along said curve to the left the chord of which bears N88°44'28"W 734.03 feet; thence N89°39'43"W 88.02 feet; thence S70°40'48"W 208.08 feet; thence N89°39'43"W 929.32 feet to the point of beginning. Said tract of land containing 81,722 sq. ft. or 1.876 acre. Ck by JJB 8/29/2008

Continued on Page 2

Parcel No. I15-6:16:2E  
Project No. HPP-I15-6(165)260

ENT 110925:2008 PG 29 of 35

WITNESS, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

GRANTORS:

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
   ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me,  
\_\_\_\_\_ and \_\_\_\_\_, who, being by me duly  
sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the  
\_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and  
that the within and foregoing instrument was signed in behalf of said corporation by  
authority of \_\_\_\_\_, and said \_\_\_\_\_ and  
\_\_\_\_\_ acknowledged to me that said corporation executed  
the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Warranty Deed**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:21  
Project No. HPP-I15-6(165)260  
Tax ID No. 23-031-0059  
CID No. 52299  
PIN No. 5504

          The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby CONVEYS AND WARRANTS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following described parcel of land in UTAH County, State of Utah, to-wit:

A parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of the Southwest Quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and Described as follows:

Beginning at a point N88°35'02"E 383.56 feet along the Section line and North 637.22 feet from the South quarter corner of said SECTION 32: and running thence N87°49'13"W 636.6 feet; thence N00°24'55"E 10.57 feet to a point on the existing South Right of Way of 400 South said point located at Station 55+19.40 49.44 right; thence along the South Right of Way of 400 South S87°46'57"E 616.62 feet; thence said point located at Station 61+36.02 49.85 right S78°42'30"E 2.62 feet to a point along a 30 foot radius curve to the right; thence 20.62 feet along said curve to the right the chord of which bears S59°01'13"E for 20.21 feet to the point of beginning. Said tract of land containing 6,521 sq. ft. or 0.150 acre. *Ck by JJB 8/28/2008*

Together with any and all water rights owned by the grantor and appurtenant to the property herein conveyed.

**WITNESS**, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

**GRANTORS:**

The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF )  
 ) ss.  
COUNTY OF )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Perpetual Easement**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:21:E  
Project No. HPP-I15-6(165)260  
Tax ID No. 23-031-0059  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, a parcel of land in UTAH County, State of Utah, to-wit:

A perpetual easement for public utility purposes upon a parcel of land in fee, being part of an entire tract of property, situate in the Southeast Quarter of the Southwest Quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point S88°35'02"W 377.00 feet along the Section line and North 621.80 feet from the South quarter corner of said SECTION 32, T.7S., R.3E, Salt Lake Base and Meridian and running thence N87°49'13"W 643.26 feet; thence N00°25'01"E 15.01 feet said point located at Station 55+19.74 60 right; thence S87°49'13"E 636.59 feet to a point along a 30 foot radius curve to the right said point located at Station 61+56.33 60 right; thence 16.83 feet along said curve to the right the chord of which bears S23°15'36"E for 16.61 feet to the point of beginning. Said tract of land containing 9,613 sq. ft. or 0.221 acre.  
*Ck By JJB 8/28/2008*

It is agreed hereby, that the easement granted herein is non-exclusive and the grantor(s), by consent of the UTAH DEPARTMENT OF TRANSPORTATION is specifically reserving the right to utilize the surface of said easement for, but not limited to, landscaping, farming, irrigation systems, paving, access or vehicular circulation, providing that no permanent structure is placed or constructed therein and that no reserved use would preclude the utilization by the grantee for the purpose specifically granted. It is mutually understood and agreed that if in the exercise of the rights reserved and conveyed herein, if either the Grantor or the Grantee damages facilities or improvements owned and rightfully placed therein by the other that they will at no cost to the other either repair, restore, replace or compensate the other for said damage.





WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

**Temporary Construction Easement**  
(NON-PROFIT CORPORATION)  
County UTAH

Parcel No. I15-6:21:2E  
Project No. HPP-I15-6(165)260  
Tax ID No.23-031-0059  
CID No. 52299  
PIN No. 5504

The Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a non-profit corporation of the State of UTAH, Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of (\$10.00) Ten Dollars, and other good and valuable considerations, the following parcel of land in UTAH County, State of Utah, to-wit:

A temporary easement upon part of an entire tract of property, to accommodate the construction of State Highway improvements in State Right of Way and to construct Public Utilities within the adjacent Public Utility Easement, which temporary easement will expire on July 31, 2010 or upon completion of construction, whichever occurs first, situate in the Southeast Quarter of the Southwest Quarter of Section 32, Township 7 South, Range 3 East, Salt Lake Base and Meridian, and is Described as follows:

Beginning at a point S88°35'02"W 376.78 feet along the Section line and North 616.78 feet from the South quarter corner of said SECTION 32: and running thence N87°49'13"W 643.53 feet; thence N00°25'01"E 5 feet, said point located at Station 55+20.20 75 right; thence S87°49'13"E 643.26 feet to a point along a 30 foot radius curve to the right, said point located at Station 61+63.46 75 right; thence 3.98 feet along said curve to the right the chord of which bears S3°23'12"E for 3.98 feet; thence S00°24'54"W 1.04 feet to the point of beginning. Said tract of land containing 3,217 sq. ft. or 0.074 acre.

*Ck by JJB 8/28/2008*

Continued on Page 2

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Parcel No. I15-6:21:2E  
Project No. HPP-I15-6(165)260

ENT 110925:2008 PG 35 of 35

WITNESS, the hand of said Grantor, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2008.

GRANTORS:  
The Corporation of the Presiding  
Bishop of the Church of Jesus Christ  
of Latter-Day Saints

\_\_\_\_\_  
\_\_\_\_\_

Signed in the presence of:

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On the date first above written personally appeared before me, \_\_\_\_\_ and \_\_\_\_\_, who, being by me duly sworn, say that they are the \_\_\_\_\_ and \_\_\_\_\_ of the \_\_\_\_\_ Church of \_\_\_\_\_, a non-profit corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of \_\_\_\_\_, and said \_\_\_\_\_ and \_\_\_\_\_ acknowledged to me that said corporation executed the same.

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

\_\_\_\_\_  
Notary Public