

**WHEN RECORDED, RETURN TO:**

Snell & Wilmer  
111 East Broadway  
Suite 900  
Salt Lake City, Utah 84111

00680403 Bk. 1364 Pg 0635  
RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
2000 MAR 29 09:36 AM FEE \$46.00 BY BJ  
FOR: SOUTHERN UTAH TITLE CO

**AGREEMENT**

This **AGREEMENT** (the "**Agreement**") is made and entered into as of ~~28 Feb.~~ <sup>2000</sup> 1999 by each of the undersigned (each, a "**Landowner**" and collectively, the "**Landowners**") in favor of **SUNCOR DEVELOPMENT COMPANY**, an Arizona corporation ("**SunCor**").

**RECITALS**

A. The Landowners collectively own all of the SE 1/4 of the SE 1/4 of Section 6, T42S, R14W, SLB&M, Washington County, Utah (the "**40 Acres**"). A description of that portion of the 40 Acres owned by each Landowner is set forth on **Exhibit A**.

B. The State of Utah, School and Institutional Trust Lands Administration ("**SITLA**") owns the real property surrounding the 40 Acres that is more particularly described on **Exhibit B** (the "**SunCor Lands**") and SunCor holds a Development Lease, dated June 30, 1999 with respect to the SunCor Lands.

C. The 40 Acres are currently being served by the following easements and rights of way that cross the SunCor Land (each an "**Easement**", with the Easements identified in Items 1-4 below being referred to as the "**Public Easements**")::

1. State of Utah Easement No. 1356 in favor of Utah Power and Light for the purpose of constructing, operating, and maintaining electrical lines to provide electricity to the 40 Acres.
2. U.S. Bureau of Land Management Right-of-Way No. U-58173, in favor of Washington County, Utah for the purpose of constructing, operating, and maintaining a road to serve the 40 Acres.
3. U.S. Bureau of Land Management Right-of-Way No. U-45854, in favor of Mountain States Telephone and Telegraph for the purpose of constructing, operating, and maintaining telephone lines to provide telephone service to the 40 Acres.
4. State of Utah Easement No. 365 in favor of Washington City, Utah for the purpose of constructing, operating, and maintaining a culinary water pipeline to serve the 40 Acres.
5. U.S. Bureau of Land Management Right-of-Way No. 9578, in favor of Burke G. Seegmiller and Nyron Sorenson for the purpose of constructing, operating, and maintaining a culinary water pipeline to serve the 40 Acres ("**Easement No. 9578**").

6. State of Utah Easement No. 1191 in favor of Burke Seegmiller for the purpose of constructing, operating, and maintaining an access road and pipeline to serve the 40 Acres ("Easement No. 1191").

D. In connection with its development of the SunCor Lands, SunCor anticipates that it will need to relocate each of the Easements, and the Landowners are willing to consent to such relocations on the terms and conditions set forth below.

NOW, THEREFORE, for valuable consideration, the Landowners agree as follows:

1. Relocation of Public Easements. Each of the Landowners agrees that each of the Public Easements may be relocated within the SunCor Lands to such locations as SunCor deems necessary or appropriate, or abandoned, subject only to the following:

(a) Reasonably direct vehicular access to the 40 Acres from Telegraph Street shall be maintained at least to a standard consistent with current vehicular access to the 40 Acres, with such access to enter the 40 Acres at the location on the boundary of the 40 Acres where the existing road intersects the 40 Acres;

(b) Culinary water, telephone service, and electricity service will continue to be available to the 40 Acres at the boundary locations on the 40 Acres where the Public Easements currently end and connecting with the existing water, telephone, and electrical service lines within the 40 Acres that are served by the Public Utility Easements, or to such other location(s) on the boundaries of the 40 Acres as may reasonably be acceptable to the Landowners; *provided, however*, that electrical service may be provided by Washington City rather than Utah Power and Light;

(c) Any relocation of culinary water lines shall be done in such a manner as not to materially interfere with the use and enjoyment by the Landowners of whatever rights they currently have in the so-called West Spring (Water Right No. 81-942) and the associated water storage tank, and

(d) All such work as is contemplated by this Paragraph 1 is done at no cost to the Landowners.

2. Easement No. 1191. Easement No. 1191 is no longer in use and the Landowners consent to the abandonment of Easement No. 1191.

3. Easement No. 9578. Each of the Landowners agrees that Easement No. 9578 may be abandoned and the existing culinary water line from the points of diversion of Water Rights Nos. 81-942, 81-966, and 81-1020 located in Section 5 of T42S, R14W (the "Section 5 Water Rights") to the 40 Acres may be relocated within the SunCor Lands to such location(s) as SunCor deems necessary or appropriate so long as:

(a) Any relocation of culinary water lines shall be done in such a manner as not to materially interfere with the use and enjoyment by the Landowners of whatever rights they currently have in the Section 5 Water Rights;

(b) A culinary water pipeline at least comparable in size and quality to the existing culinary water pipeline shall be provided, running from the Section 5 Water Rights diversion points to the point on the boundary of the 40 Acres where the existing culinary pipeline for the Section 5 Water Rights enters the 40 Acres; and

(c) All such work as is contemplated by this Paragraph 3 is done at no cost to the Landowners.

4. **Reliance by Third Parties.** The State of Utah, SITLA, Washington County, Washington City, the U.S. Bureau of Land Management, and any political subdivision of any of them, and the various affected public utilities are intended beneficiaries of this Agreement and may rely on the consents and agreements set forth in this Agreement in relocating and/or abandoning any of the Easements, without any need for any further consent from any of the Landowners.

5. **Ownership.** Each Landowner individually and not jointly warrants and represents to SunCor that, as of the date of this Agreement, such Landowner owns fee simple title to the real property described on Exhibit A as being owned by such Landowner, that such Landowner has the full right and authority to enter into this Agreement, and that no consent from any third person is required in connection with such Landowner's execution and performance of this Agreement.

6. **Cooperation.** Each Landowner will cooperate fully with SunCor in accomplishing the purposes of this Agreement.

7. **Binding Effect.** The provisions of this Agreement are binding upon and will inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

8. **Attorneys' Fees.** If any action is brought by any party in respect to its rights under this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and court costs as determined by the court.

9. **Further Documentation.** Each party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

11. **Entire Agreement.** This Agreement, which included the attached Exhibits, constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement. All prior and contemporaneous agreements, representations and understandings of the parties, oral or written, are

superseded by and merged in this Agreement. No supplement, modification or amendment of this Agreement will be binding unless in writing and executed by each of the parties.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

**SUNCOR:**

**SUNCOR DEVELOPMENT COMPANY, an Arizona corporation**

By: DEW  
Its: V.P.

**LANDOWNERS:**

**KYLE SEEGMILLER**

**RICHARD B. SEEGMILLER**

**CELECE L. SEEGMILLER**

**EVAN DUANE JONES**

**ELWIN I. JONES, as Trustee of the Elwin I. Jones Family Trust**

**J. MILTON BURRELL, as a Trustee of the J. Milton Burrell Family Trust, dated May 31, 1991**

**GLADYS C. BURRELL, as a Trustee of the J. Milton Burrell Family Trust, dated May 31, 1991**

**KAREN K. C. BUNNELL**

Nyron G. Sorenson  
NYRON G. SORENSON

Elaine Sorenson  
ELAINE SORENSON

GERALD L. NELSON

MARIE W. NELSON

G. Burke Seegmiller  
G. BURKE SEEGMILLER

Leora S. Seegmiller  
LEORA S. SEEGMILLER

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of February, 2000 by Duane S. Black, the Vice President of SUNCOR DEVELOPMENT COMPANY, an Arizona corporation, on behalf of the corporation.

My Commission Expires: 4-30-01

Gail Sanchez  
NOTARY PUBLIC  
Residing at Phoenix, Arizona



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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999 by **KYLE SEEGMILLER.**

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC  
Residing at \_\_\_\_\_

STATE OF UTAH )

COUNTY OF \_\_\_\_\_ )  
SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999 by  
**RICHARD B. SEEGMILLER.**

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing at \_\_\_\_\_

STATE OF UTAH )

COUNTY OF \_\_\_\_\_ )  
SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999 by  
**CELECE L. SEEGMILLER.**

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing at \_\_\_\_\_

STATE OF UTAH )

COUNTY OF \_\_\_\_\_ )  
SS.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1999 by  
**EVAN DUANE JONES.**

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing at \_\_\_\_\_

STATE OF UTAH )

00680403 Ek 1364 Pg 0641

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by  
**ELWIN I. JONES**, as Trustee of the **Elwin I. Jones Family Trust**.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing at \_\_\_\_\_

STATE OF UTAH )

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by  
**J. MILTON BURRELL**, as a Trustee of the **J. Milton Burrell Family Trust**, dated May 31, 1991.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing at \_\_\_\_\_

STATE OF UTAH )

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by  
**GLADYS C. BURRELL**, as a Trustee of the **J. Milton Burrell Family Trust**, dated May 31, 1991.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Residing at \_\_\_\_\_

STATE OF UTAH )

COUNTY OF \_\_\_\_\_ ) ss

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by  
KAREN K. C. BUNNELL.

My Commission Expires: \_\_\_\_\_

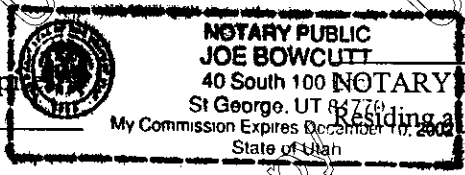
NOTARY PUBLIC  
Residing at \_\_\_\_\_

STATE OF UTAH )

COUNTY OF Washington ) ss

The foregoing instrument was acknowledged before me this 17 day of Nov. 1999 by  
NYRON G. SORENSON.

My Commission Expires: 12-10-2002



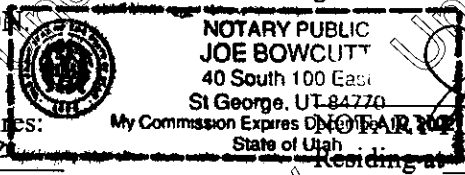
Joe Bowcutt  
Residing at St. George, Ut.

STATE OF UTAH )

COUNTY OF Washington ) ss

The foregoing instrument was acknowledged before me this 17 day of NOV. 1999 by  
ELAINE SORENSON

My Commission Expires: 12-10-2002



Joe Bowcutt  
Residing at St. George, Ut.



STATE OF UTAH )

00680403 Bk 1364 Pg 0643

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by  
**GERALD L. NELSON.**

My Commission Expires: \_\_\_\_\_

NOTARY PUBLIC  
Residing at \_\_\_\_\_

STATE OF UTAH )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 1999 by  
**MARIE W. NELSON.**

My Commission Expires: \_\_\_\_\_

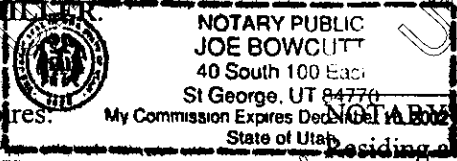
NOTARY PUBLIC  
Residing at \_\_\_\_\_

STATE OF UTAH )

COUNTY OF WASHINGTON )

The foregoing instrument was acknowledged before me this 17 day of Nov. 1999 by  
**G. BURKE SEEGMILLER.**

My Commission Expires: 12-10-2002



NOTARY PUBLIC  
Residing at St. George, UT

STATE OF UTAH )

00680403 Bk 1364 Pg 0644

COUNTY OF Washington

The foregoing instrument was acknowledged before me this 17 day of Nov. 1999 by

LEORA S. SEEGMILLER.



NOTARY PUBLIC  
JOE BOWCUTT  
40 South 100 East  
St George, UT 84770

*Joe Bowcutt*

My Commission Expires:

12-10-2002

My Commission Expires December 10, 2002  
State of Utah

NOTARY PUBLIC

Residing at

St. George, UT.

**EXHIBIT A  
OWNERSHIP AND LEGAL DESCRIPTIONS OF 40 ACRES**

Legal Description of that portion of the 40 Acres owned by Kyle Seegmiller:

Legal Description of that portion of the 40 Acres owned by Richard B. Seegmiller and Celece L. Seegmiller:

Legal Description of that portion of the 40 Acres owned by Evan Duane Jones:

Legal Description of that portion of the 40 Acres owned by Elwin I. Jones, as Trustee of the Elwin I. Jones Family Trust:

Legal Description of that portion of the 40 Acres owned by J. Milton Burrell and Gladys C. Burrell, as Trustees of the J. Milton Burrell Family Trust, dated May 31, 1991:

Legal Description of that portion of the 40 Acres owned by Karen K. C. Bunnell:

Legal Description of that portion of the 40 Acres owned by Nyron G. Sorenson and Elaine Sorenson: ✓

Legal Description of that portion of the 40 Acres owned by Gerald L. Nelson and Marie W. Nelson:

Legal Description of that portion of the 40 Acres owned by G. Burke Seegmiller and Leora S. Seegmiller: ✓

"SEE ATTACHED"

OWNER: SORENSEN NYRON G & ELAINE

05880403 Bk 1364 Pg 0646

TAX NOTICE MAILED TO: SORENSEN NYRON G & ELAINE

PO BOX 447

WASHINGTON

UT 84780-0447

PARCEL DESCRIPTION:

BEG S 89°44'24" W 835.21 FT FM SE COR SEC 6 T42S R14W TH S 89°44'24" W 490.39 FT TO SW COR SE1/4 SE1/4 SEC 6; TH N 02°27'26" W 649.60 FT; TH N 89°54'50" E 199.84 FT; TH N 02°27'03" W 142.85 FT; TH N 58°49'42" E 435.60 FT; TH N 31°10'18" W 100 FT; TH S 58°49'42" W 368.97 FT; TH N 02°27'26" W 399.24 FT TO N LN SE1/4 SE1/4; TH N 89°55'15" E 490.84 FT; TH S 02°23'18" E 208.71 FT; TH N 89°55'16" E 626.13 FT; TH S 02°23'18" E 263.69 FT; TH S 89°44'24" W 835.20 FT; TH S 02°23'18" E 835.20 FT TO POB. LESS: BEG N 01°50' W 234.85 FT & S 88°44' W 1054.37 FT FM SE COR SEC 6 TH N 01°16' W 100 FT; TH S 88°44' W 208.71 FT; TH S 01°16' E 208.71 FT; TH N 88°44' E 208.71 FT; TH N 01°16' W 108.71 FT TO POB

OWNER: SORENSEN NYRON G & ELAINE

TAX NOTICE MAILED TO: SORENSEN NYRON G & ELAINE

PO BOX 447

WASHINGTON

UT 84780-0447

PARCEL DESCRIPTION:

BEG AT PT N 1°50' W 234.85 FT & S 88°44' W 1054.37 FT FM SE COR SE1/4 SE1/4 SEC 6 T42S R14W SLM, RN TH N 1°16' W 100 FT TH S 88°44' W 208.71 FT TH S 1°16' E 208.71 FT TH N 88°44' E 208.71 FT TH N 1°16' W 108.71 FT TO POB

OWNER: SEEGMILLER G BURKE & LE ORA

TAX NOTICE MAILED TO: SEEGMILLER G BURKE & LE ORA

PO BOX 336

WASHINGTON

UT 84780-0336

PARCEL DESCRIPTION:

BEG SE COR SEC 6 T42S R14W TH N 87\*52'18" W ALG SEC/L 835.20 FT; TH N 0\* E 835.20 FT; TH S 87\*52'18" E 835.20 FT TO PT ON E LN SEC 6; TH S 0\* W ALG SEC/L 835.20 FT TO POB. LESS: BEG SE COR SEC 6 TH N 87\*52'18" W ALG SEC/L 417.42 FT; TH N 0\* E 208.85 FT; TH S 87\*51'18" E 417.52 FT TO PT ON E LN SEC 6; TH S 0\* W ALG SEC/L 208.85 FT TO POB

**EXHIBIT B**  
**LEGAL DESCRIPTION OF SUNCOR LANDS**

Beginning at the North Quarter (N 1/4) Corner of Section 4, Township 42 South, Range 14 West of the Salt Lake Base and Meridian and running thence South 00°28'35" West 1896.98 feet along the Center Section Line to the Northeast Corner of Knollwood Townhomes Phase 1-Amended, Entry Number 489341, Book 879, Page 76, Washington County Records; Thence along the Boundary Line of said Knollwood Townhomes Phase 1-Amended and Knollwood Townhomes Phase 2 in the following eight (8) courses: North 89°32'22" West 137.53 feet; Thence North 00°27'38" East 8.79 feet; Thence North 89°32'22" West 218.40 feet; Thence South 60°39'29" West 193.33 feet; Thence South 65°48'07" West 87.85 feet to the Northwest Corner of said Knollwood Townhomes Phase 2; Thence South 19°18'31" East 156.71 feet; Thence North 70°41'29" East 22.39 feet; Thence South 19°18'31" East 178.00 feet to the Northerly Right-of-Way Line of Highway 91 realignment, Entry Number 579572, Book 1141, Page 84, Washington County Records; Thence leaving Knollwood Townhome Phase 2 Boundary Line and along said Northerly Right-of-Way Line in the following two (2) courses: South 70°41'29" West 69.58 feet to the point of curvature of a 650.00 foot radius curve concave to the Southeast; Thence Southwesterly 568.18 feet along the arc of said curve through a central angle of 50°05'01" to the Northeast Corner of that certain Hurricane Associates Property at Entry Number 552744, Book 1062, Page 306 of the Washington County Records; Thence leaving said Northerly Right-of-Way Line and along Boundary Line of said Hurricane Associates property in the following six (6) courses: North 73°35'59" West 226.48 feet; Thence South 16°24'01" West 139.00 feet; Thence South 30°30'26" West 99.86 feet; Thence South 00°52'12" West 205.77 feet to the Northerly Right-of-Way Line of S.R. 9 Highway, and a point on the arc of a 1709.86 foot radius curve concave to the North, from which point the radius bears North 07°36'34" West; Thence Northeasterly 111.01 feet along the arc of said curve through a central angle of 03°43'11" to the point of tangency; Thence North 78°40'15" East 155.74 feet to the Westerly Right-of-Way Line of said Highway 91 Realignment; Thence South 03°40'34" West 513.87 feet along said Westerly Right-of-Way Line to the point of curvature of an 1150.00 foot radius curve concave to the Northwest; Thence continuing along said Right-of-Way Line Southwesterly 1544.75 feet along the arc of said curve through a central angle of 76°57'47" to the point of tangency; Thence South 80°38'21" West 207.84 feet to the point of curvature of a 1250.00 foot radius curve concave to the Southeast; Thence Southwesterly 37.88 feet along the arc of said curve through a central angle of 01°44'11" from which point the radius bears South 11°05'50" East; Thence leaving said Right-of-Way Line South 10°56'26" East 100.00 feet; Thence South 01°05'53" West 174.20 feet to the Northeast Corner of Section 8, Township 42 South, Range 14 West; Thence South 213.85 feet; Thence North 40°28'45" West 327.21 feet; Thence North 46°25'46" West 171.31 feet; Thence North 04°14'38" West 576.08 feet; Thence North 13°25'06" West 477.18 feet; Thence North 13°27'52" West 850.98 feet to the North line of Section 7, Township 42 South, Range 14 West;

CONTINUED....

## LEGAL DESCRIPTION (CONTINUED)

Thence leaving the toe of the slope South  $89^{\circ}00'45''$  East 527.59 feet along the Section Line to the North Quarter (N 1/4) Corner of Section 7, said Township and Range; Thence North  $01^{\circ}19'03''$  West 1316.26 feet along the Center Section Line of Section 6 to the Center-South Sixteenth Corner; Thence North  $80^{\circ}51'17''$  West 1339.43 feet, more or less, to the Southeasterly Right-of-Way Line of Interstate 15 Freeway; Thence along said Southeasterly Right-of-Way Line in the following Nineteen (19) courses; North  $73^{\circ}33'14''$  East 242.95 feet; Thence North  $78^{\circ}30'53''$  East 308.84 feet; Thence North  $73^{\circ}32'06''$  East 1099.66 feet; Thence North  $72^{\circ}44'58''$  East 626.70 feet; Thence North  $71^{\circ}21'19''$  East 504.55 feet; Thence North  $70^{\circ}07'02''$  East 504.15 feet; Thence North  $68^{\circ}13'28''$  East 1011.22 feet; Thence North  $65^{\circ}41'49''$  East 1005.76 feet; Thence North  $63^{\circ}55'32''$  East 509.45 feet; Thence North  $63^{\circ}13'10''$  East 494.79 feet; Thence North  $63^{\circ}13'03''$  East 675.86 feet; Thence North  $63^{\circ}13'03''$  East 908.00 feet; Thence North  $63^{\circ}13'08''$  East 921.82 feet; Thence North  $63^{\circ}12'10''$  East 494.35 feet; Thence North  $63^{\circ}13'46''$  East 499.47 feet; Thence North  $63^{\circ}10'30''$  East 499.98 feet; Thence North  $63^{\circ}13'22''$  East 449.95 feet; Thence North  $63^{\circ}14'11''$  East 1049.81 feet; Thence North  $64^{\circ}26'50''$  East 1500.79 feet to the Northwest corner of the Wal-Mart Stores Inc. property, Entry No. 425232, Book 706, Page 786, Washington County Records; Thence leaving said Interstate 15 Freeway Right-of-Way Line South  $24^{\circ}12'06''$  East 1771.61 feet along an existing fence line to a point on the North Line of Section 4, Township 42 South, Range 14 West; Thence North  $89^{\circ}09'38''$  West 791.16 feet along the Section line to the North Quarter (N 1/4) Corner of said Section 4 and the point of beginning.

Contains 1838.741 Acres,

Less and Excepting the following areas:

1. The area lying within the S.R. 9 Highway Right-of-Way.  
Approx. area = 45 acres
2. The area lying within the old Highway 91 and the new realigned Highway 91. Approx. area = 24 acres
3. The area that lies within the Southeast Quarter of the Southeast Quarter (SE 1/4 SE 1/4) of Section 6, Township 42 South, Range 14 West, Salt Lake Base and Meridian. Approx. area = 40 acres

\* \* \*