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09/29/2000 02:48 PM 74.00  
Book - 8391 Pg - 2256-2273  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: ZJM, DEPUTY - WI 18 p.

WHEN RECORDED, PLEASE RETURN TO:

Roger D. Henriksen, Esq.  
Parr Waddoups Brown Gee & Loveless  
185 South State Street, Suite 1300  
P.O. Box 11019  
Salt Lake City, Utah 84147-0019

**AGREEMENT OF EASEMENT, RIGHT-OF-WAY  
AND  
COVENANTS**

THIS AGREEMENT OF EASEMENT, RIGHT OF WAY AND COVENANTS (the "Agreement") dated as of the 16th day of September, 2000, is executed by and between SPRINGVIEW FARMS II, L.C., a Utah limited liability company ("Grantee"), whose address for the purpose hereof is 14315 South 1690 West, Bluffdale, Utah 84065, Attn. Johnny Loumis, President, and IVAN NIELSEN, an individual ("Grantor").

**Recitals:**

A. Grantor owns a parcel of real property located in Salt Lake County, State of Utah, more particularly described on the attached Exhibit A (the "Burdened Parcel") which Grantor has obtained from Grantee in a transaction pursuant to a certain Exchange Agreement dated as of September \_\_, 2000 (the "Exchange Agreement").

B. Grantee conveyed the Burdened Parcel to Grantor in exchange for certain real property located in Salt Lake County, State of Utah adjacent to the Burdened Parcel and more particularly described on the attached Exhibit B (the "Acquired Parcel").

C. Grantee also owns certain other property located adjacent to the Acquired Parcel and more particularly described on the attached Exhibit C (the "Adjacent Property"). The Acquired Parcel and the Adjacent Property are collectively referred to herein as the "Benefitted Parcels."

D. Grantor desires to create certain rights-of-way, easements and covenants affecting the Burdened Parcel for the benefit of the Benefitted Parcels.

**Agreement:**

NOW, THEREFORE, for the foregoing purposes and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the benefits to be derived from the right-of-way, easement and covenants described herein, Grantor hereby consents, acknowledges and agrees to all of the following terms and provisions:

a. Grant of Easement. The Benefitted Parcels shall have appurtenant thereto and shall be benefitted by, and the Burdened Parcel shall be subject to and burdened by, a nonexclusive right-of-way and easement across the entirety of the Burdened Parcel (the "Easement Area"), for the purpose of vehicular and pedestrian egress and ingress between the Benefitted Parcels and a public road, together with (a) the right to construct and pave such Easement Area, to repair and maintain such Easement Area and to plow and keep the Easement Area free from ice, snow, debris and obstructions, (b) the right to construct, install, maintain, repair and replace in the Easement Area water, gas, electricity, cable television and telephone lines and facilities only upon, under, over and across the Easement Area, and (c) to use the Easement Area for uses incidental thereto. At the option of Grantee, the "Benefitted Parcels" may also include certain other real property located in the vicinity of the Burdened Parcel, such option to be exercised by Grantee from time

to time, recording with the Salt Lake County Recorder, a notice specifically identifying such other parcels to be included as a "Benefitted Parcel" hereunder.

b. Improvement of Easement Area.

(1) On or before July 1, 2001, Grantor shall improve the Easement Area to Bluffdale City (the "City") standards as necessary to allow Grantor reasonable ingress and egress to Grantor's other property with a road providing an all weather surface, but not cement or blacktop. Grantor shall also provide one completed access point (with a similar road to that access point) for Spring View to access its other property. The access point shall be located on the south boundary in the southwest corner of the Burdened Parcel at a location acceptable to Grantee, and shall be a minimum width of twenty feet (20'). In the event that further improvement of the Easement Area is required by the City in connection with the development of any parcels in the vicinity of the Burdened Parcel, except as may be otherwise required by the City, the respective owners of those parcels shall be solely responsible for promptly performing and paying for such improvements without contribution from Grantor or Grantee, or their respective successors or assigns.

(2) Water Line. Grantor has caused that a culinary water line be installed along the south boundary of the Burdened Parcel from 1300 West Street. Grantor represents and warrants that (i) the water line is six inches (6") in diameter, meets all applicable governmental requirements for residential culinary service, (ii) is connected to the City water main located in 1300 West Street, (iii) is available to Grantee for the Adjacent Property for culinary water use at such time as Grantee shall request service from the City. Any costs for connections by Grantee shall be the sole responsibility of Grantee. Grantor, at his sole cost and expense and promptly upon the request of Grantee, shall cause one (1) culinary water service line to be installed from the water line to the south boundary of the Burdened Parcel at a point directly south of the connection to the City's water main located in 1300 West Street, the size and exact location of which shall be satisfactory to Grantee.

(3) Fencing. Grantor has caused to be installed on the entire southern boundary of the Burdened Parcel a stock fence that is satisfactory to Grantee. The fence shall not be modified or removed by Grantor without the prior written consent of Grantee in each instance.

c. Duration. The easements and right-of-way granted herein shall be perpetual, and the covenants set forth in Section 2 hereof shall be for a period of fifty (50) years; provided that in the event of a public dedication of a right-of-way which shall, in the sole judgment of Grantor, provide an equivalent or better right of ingress and egress to and from the Benefitted Parcels as is provided by the Easement Area, this Agreement, and the easement and rights-of-way (but not the covenants) created hereby, shall automatically terminate and be of no further force or effect.

d. Modification. Except as set forth in Section 3 hereof, this Agreement may be terminated, extended, modified or amended, in whole or in part, as to the entire Burdened Parcel or any portion thereof only upon proper recordation of a written document evidencing the same, executed and acknowledged by Grantee or its successors in interest to the Benefitted Parcels, in the Office of the Salt Lake County Recorder.

e. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Parcels to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement be strictly limited to and for the purposes expressed herein.

f. Appurtenances to Parcels; Covenants Run With Land.

a. Appurtenances to Parcels. The right-of-way, easement and covenants granted or created hereby are appurtenances to the Benefitted Parcels and such right-of-way, easement or covenants may not be transferred, assigned or encumbered except as an appurtenance to such Benefitted Parcels. For the purposes of such right-of-way, easement and covenants, the Benefitted Parcels shall constitute the dominant estate and the Burdened Parcel shall constitute the servient estate.

b. Covenants Run With Land. The right-of-way, easement and covenants contained in this Agreement (whether affirmative or negative in nature) (a) shall create equitable servitudes upon the Burdened Parcel in favor of the Benefitted Parcels; (b) shall constitute covenants running with the land; (c) shall bind every person having any fee, leasehold or other interest in any portion of the Parcels at any time or from time to time to the extent that such portion is affected or bound by the right-of-way, easement or restriction in question, or to the extent that such right-of-way, easement or restriction is to be performed on such portion; and (d) shall inure to the benefit of Grantee, and be binding upon Grantor, and their respective successors and assigns, its tenants, subtenants and concessionaires, and the customers, invitees, guests and licensees of Grantor or Grantee and their respective tenants, subtenants and concessionaires.

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

h. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership or other legal entity when the context so requires.

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

j. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

k. Exhibits. All Exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

l. Attorneys Fees. In the event it becomes necessary for any party to this Agreement to commence legal action to enforce its rights under this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

m. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes all prior agreements, representations or understandings between them relating to the subject matter hereof with the exception of the Exchange Agreement. All preceding agreements relating to the subject matter hereof, whether written or oral, are hereby merged into this Agreement. This Agreement may not be modified in any manner except by an instrument in writing signed by all of the parties hereto.

n. Further Action. The parties hereby agree to execute and deliver such additional documents and to take further action as may become necessary or desirable to fully carry out the provisions and intent of this Agreement.

o. Severability. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement.

IN WITNESS WHEREOF, this Agreement of Easement, Right-of-Way and Covenants is executed as of the date first above written.

"Grantor"

Ivan Nielsen  
Ivan Grantor, an individual

"Grantee"

Springview Farms II, L.C.,  
a Utah limited liability company

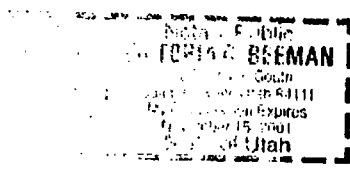
By Johnny Loumis  
Johnny Loumis, President

STATE OF UTAH }  
County of Salt Lake } ss

The foregoing instrument was acknowledged before me this 12 day of September, 2000 by Ivan Nielsen, an individual.

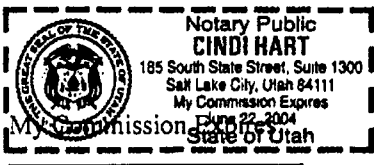
Victoria C. Beeman  
NOTARY PUBLIC  
Residing in Salt Lake

My Commission Expires:  
11-15-01



STATE OF UTAH }  
County of Salt Lake } ss

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of September, 2000 by Johnny Loumis, the President of Springview Farms II, L.C., a Utah limited liability company.



Cindi Hart  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah

BK 8391 PG 2259

**EXHIBIT A**  
**to**  
**AGREEMENT OF EASEMENT**

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**Burdened Parcel**

The "Burdened Parcel" identified in the foregoing Agreement are located in Salt Lake County, State of Utah and are more particularly described as follows:

Beginning at a point that is South 00°01'03" East 1714.349 feet along Section line and South 89°40'10" East 620.240 feet along South Parcel line recorded on Quit-Claim Deed, Book 5947, Page 1147 from the West Quarter Corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence running South 15°10'00" East 42.549 feet along West Parcel line of Parcel A according to Plat Survey S90-12-0555; thence South 11°01'00" East 9.177 feet; thence North 89°40'10" West 690.331 feet; thence South 68°59'00" West 100.289 feet; thence South 84°19'03" West 223.051 feet; thence North 05°40'57" West 108.198 feet to the centerline of 1300 West Street; thence North 82°40'54" East 53.656 feet along centerline of 1300 West Street; thence North 84°58'12" East 149.082 feet along centerline of 1300 West Street; thence North 74°35'35" East 13.130 feet along centerline of 1300 West Street; thence South 0°19'50" West 22.37 feet to the South Parcel line recorded on Quit-Claim Deed, Book 5947, Page 1147; thence South 89°40'10" East 789.478 feet to the point of beginning.

*33-02-300-035*

**EXHIBIT B**  
to  
**AGREEMENT OF EASEMENT**

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**Acquired Parcel**

The "Acquired Parcel" identified in the foregoing Agreement is located in Salt Lake County, Utah, and is more particularly described as follows:

Beginning at a point that is South 00°01'03" East 1714.349 feet along Section line and South 89°40'10" East 446.253 feet along South Parcel line recorded on Quit-Claim Deed, Book 5947, Page 1147, and South 470.118 feet from the West Quarter Corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence South 88°23'00" East 20.608 feet; thence North 88°36'00" East 37.00 feet; thence South 09°24'26" East 321.309 feet; thence South 60°17'00" West 155.594 feet; thence North 77°43'30" West 147.30 feet; thence North 18°26'00" West 77.30 feet; thence North 13°19'00" West 37.00 feet; thence North 07°04'00" West 55.60 feet; thence North 02°55'00" West 50.30 feet; thence North 11°21'00" East 77.70 feet; thence North 37°56'00" East 40.80 feet; thence North 51°01'00" East 54.20 feet; thence North 72°48'00" East 27.60 feet; thence South 88°23'00" East 102.492 feet to the point of beginning.

**EXHIBIT C**  
**to**  
**AGREEMENT OF EASEMENT**

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**Adjacent Property**

The "Adjacent Property" identified in the foregoing Agreement is located in Salt Lake County, Utah, and is more particularly described as follows:

[See attached legal description]

3303-476-012

Beginning at the center of SE 1/4 of Sec. 23, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence East 21.5 rds; thence North 68° East 42.5 rds thence East 19 rds; thence South 73° East 16 rds; thence South 3.6 rds; thence South 35° East 10 rds; Thence South 38°30' East 24 rds; thence South 14°32' East 22 rds; thence South 11°5' West 12 rds; thence South 86° West 20.5 rds; thence South 33° West 5.5 rds; thence North 80°06' West 77.7 rds; thence North 27° East 11.3 rds; thence North 58° East 10 rds; thence North 84° East 24.2 rds; thence North 4.5° East 18.5 rds; thence South 78° West 56.3 rds; thence North 21 rds; to the point of beginning. (approx. 35 acres)

Tax ID#s

~~33-03-476-012~~

33 02-300-025

Beginning at a point on the West line of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said point being 96 rods North of the Southwest corner of said Section 2; thence South 73° East 16 rods; thence South 3.6 rods; thence South 35° East 10 rods; thence South 38°30' East 24 rods; thence South 14°30' East 22 rods; Thence South 11°30' West 12 rods; thence South 86° West 2.50 rods; thence North 53°30' West 52 rods; thence South 39° West 3 rods; thence South 68° West 7.50 rods; thence South 87° West 9 rods; thence South 84° West 3.6 rods; thence North 4°30' East 42.3 rods; thence North 68° East 4.2 rods; thence East 19 rods to the point of beginning.

33-02-300-025

Beginning at a point 25 rods North of the Southwest corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian, running thence North 80°06' West 61.9 rods; thence North 27° East 11.3 rods; thence North 58° East 10 rods; thence North 84° East 24.2 rods; thence North 87° East 9 rods; thence North 68° East 7.5 rods; thence North 39° East 3 rods; thence South 53°30' East 52 rods; thence South 86° West 18 rods; thence South 33° West 5.5 rods; thence North 80°06' West 15.8 rods to the place of beginning.

33-03-476-012

Beginning at a point 80 rods West and 59.5 rods North of the Southwest corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian; running thence North 21 rods; thence East 21.5 rds; thence North 58° East 38.30 rods; thence South 4°30' West 23.8 rods; thence South 78° West 56.3 rods to the point of beginning.

Together with 20 shares of South Jordan water stock and all improvements thereon, together with water rights appurtenant thereto, accrued and accruing.



NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

33-10-202-010

Commencing 878.5 feet South from the North quarter corner of Section 10, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence East 10 rods; thence South 105.0 feet; thence West 208.5 feet; thence North 9°59'33" East 106.62 feet; thence East 25.00 feet to the point of Beginning.

33-10-202-005

Commencing at a point which is 181.5 ft. North and 231 ft. East from the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of Section 10; Tp. 4 South; Range 1 West, Salt Lake Base and Meridian and running thence South 117.5 ft.; thence West 44.7 ft.; thence North 117.5 ft.; thence East 44.7 ft. to place of beginning.

33-10-226-003

Beginning at the NW corner of Lot 1, Sec. 10, Township 4 S, Range 1 W, SLB&M, thence S 84°52' E 204.52 ft; thence S 32°03' E 236.2 ft; thence S 39°09' E 146.11 ft; thence S 78°55' E 834.87 ft; thence N 10°58' W 74.32 ft; thence N 10°53' E 136.8 ft; thence N 65°03' E 63.54 ft; thence N 77°45' E 10.35 to section line; thence S 572.0 ± ft along the section line to west bank of the Jordan River, southwesterly and westerly along said River to quarter section line; thence N 132 ft to center NE quarter; thence W 1089.0 ft; thence N 181.5 ft; thence W 66 ft; thence N 260 ft; thence W 165.0 ft; thence N 136.0 ft to canal; thence N 49°40' E 1147.20 ± ft to section line; thence E 445.5 ft to place of beginning, together with all water, water rights and shares appurtenant thereto and used in connection therewith.

33-10-226-003

Beginning at a point which is S. 84°52' E. 204.52 ft; thence S. 32°03' E. 236.2 ft; thence S. 39°09' E. 146.11 ft; thence S. 78°55' E. 585.3 ft from the N.W. corner of the N.E. 1/4 of the N.E. 1/4 of Sec. 10, T. 4 S; R. 1 W; and running thence S. 3°12' E. 25 ft; thence S. 28°32' W. 219.5 ft; thence S. 57°57' E. 33.42 ft; thence N. 45°46' E. 235.34 ft; thence N. 86°25' E. 163.0 ft; thence N. 10°58' W. 15.0 ft; thence N. 78°55' W. 273.0 ft more or less to place of beginning.

BK 8391 PG 2264

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

33-11-127-002

Commencing at a point which is East along the Quarter Section line a distance of 1254.14 feet from the West Quarter Corner of Section 11, T. 4 S., R. 1 W., S.L.B. & M; and running thence East along the Quarter Section line 748.86 feet; thence S. 55°40' W. 112.04 feet; thence S. 84°24' W. 102.84 feet; thence N. 16°05' W. 76.19 feet more or less to the Northerly right of way line of a canal; thence, with said right of way line on the following courses; S. 86°46' W. 107.51 feet, thence S. 62°39' W. 123.24 feet; thence S. 81°50' W. 99.24 feet; thence N. 84°27' W. 218.89 feet; thence, leaving the right of way of the canal, North 55.62 feet to the point of beginning. Gross area; 0.83 acres, Less that portion of the above described tract that is occupied by the canal right of way.

33-11-127-002

Beginning in the center of Section 11, Township 4 South, Range 1 West, Salt Lake Meridian, and running thence North 160 rods; thence West 28 rods; thence South 8° 30' West 4.6 rods; thence South 61° 30' West 24.9 rods; thence South 30° East 15.4 rods; thence South 23° 45' West 16 rods; thence South 51°30' West 8.4 rods; thence West 16.8 rods; thence North 73° 30' West 21 rods; thence North 71° 20' West 16 rods; thence North 32° 20' West 16 rods; thence South 27° 30' West 12.4 rods; thence South 3° East 123.1 rods; thence East 46 rods to the Southeast corner of the Southwest quarter of the Northwest quarter of Section 11; thence South 10.4 rods; thence South 86° East 16 rods; thence North 71° East 28 rods; thence North 36° 30' East to half Section line running East and West through the center of said Section 11; thence East 34 rods; more or less, to the place of beginning, all in Township 4 South, Range 1 West, Salt Lake Meridian;

Together with thirty-one shares of East Jordan Canal Company Stock and all water rights appurtenant thereto.

33-11-101-001

33-11-101-003

Lot 4 and commencing 132 rods East from the Northwest corner of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian and running thence South 8°30' West 4.6 rods; Thence South 61°30' East 24.9 rods; Thence South 30° East 15.4 rods; Thence South 23°45' West 16 rods; Thence South 57°30' West 8.4 rods; Thence West 16.8 rods; Thence North 73°30' West 21 rods; Thence North 71°20' West 16 rods; Thence North 32°20' West 16 rods to river; Thence Northeasterly along river to Section line; Thence East to beginning.  
25 Acres.

BK 8391 PG 2265

33-10-226-003

Beginning at the Northwest corner of Lot 1  
 Section 10, Township 4 South, Range 1 West,  
 Salt Lake Base and Meridian and running  
 Thence South  $84^{\circ}52'$  East 204.52 feet;  
 Thence South  $32^{\circ}03'$  East 236.2 feet;  
 Thence South  $39^{\circ}09'$  East 146.11 feet;  
 Thence South  $78^{\circ}55'$  East 298.3 feet;  
 Thence North  $69^{\circ}56'$  East 170 feet;  
 Thence South  $62^{\circ}49'$  East 136.9 feet;  
 Thence South  $3^{\circ}12'$  East 80.4 feet;  
 Thence South  $28^{\circ}32'$  West: 219.5 feet;  
 Thence South  $57^{\circ}57'$  East 33.42 feet;  
 Thence North  $45^{\circ}46'$  East 239.34 feet;  
 Thence North  $86^{\circ}25'$  East 163 feet;  
 Thence North  $10^{\circ}58'$  West 108.9 feet;  
 Thence North  $10^{\circ}53'$  East 136.8 feet;  
 Thence North  $65^{\circ}03'$  East 63.54 feet to the Section Line;  
 Thence South 572 feet more or less along the Section  
 line to the West Bank of the Jordan River,  
 Thence Southwesterly along the river (being  
 referenced by Survey as South  $59^{\circ}46'$  West 100' Approx.  
 Thence South  $51^{\circ}07'$  West 786.85 feet;  
 Thence South  $89^{\circ}22'$  West 419.7 feet;  
 Thence South  $66^{\circ}34'$  West 231.8 feet to mid quarter section line);  
 Thence North 287 feet more or less to the center of the  
 Northeast  $\frac{1}{4}$  of the said Section 10;  
 Thence West 1089 feet;  
 Thence North 11 rods; Thence West 4 rods;  
 Thence North 260 feet; Thence West 165 feet;  
 Thence North 136 feet to canal;  
 Thence Northeasterly along canal to Section line;  
 Thence East 27 rods to Beginning.

Not  
Assessed

Beginning at a point which is North  $89^{\circ}32'22''$  East 49.87 feet and South  $0^{\circ}20'$  West  
 600 feet; thence South 425 feet to a point approximately on the Northerly boundary  
 of the Salt Lake City Canal (point of beginning); and running thence North 425 feet;  
 thence North  $0^{\circ}20'$  East 600 feet; thence South  $89^{\circ}32'22''$  West 49.87 feet to the  
 North Quarter Corner of Section 11, Township 4 South, Range 1 West, Salt Lake  
 Base and Meridian, as determined by the Salt Lake County Surveyor in 1973; and  
 running thence South  $1^{\circ}12'43''$  West 2632.5 feet to the center of said Section, as  
 set by Salt Lake County in 1973; and running thence North  $89^{\circ}52'46''$  East along  
 the quarter section line 86.07 feet; thence North along an established wire fence line  
 which is  $0^{\circ}38'$  East 971.62 feet (approx) to a point on the Southerly boundary of the  
 Rio Grande Western Railroad right of way; thence North  $0^{\circ}00'59''$  East (approx)  
 636 feet (approx), to the place of beginning on the northerly boundary of the Salt  
 Lake City Canal.

BK 8391 PG 2266

33-10-226-003

Beginning at a point South 671.6 feet from the Northwest corner of the Northeast quarter of Section 10, Township 4 South, Range 1 West, Salt Lake Base and Meridian, in the County of Salt Lake, State of Utah, and running thence along the South bank of the South Jordan Canal, North 72 degrees 57' East 200 feet; thence North 56 degrees 03' East 664.64 feet; thence North 10 degrees 03' East 233.9 feet; thence leaving said right-of-way and following an old fence line North 89 degrees 27' East 520.15 feet; thence North 31 degrees 25' East 24.98 feet; thence South 84 degrees 14' East 201.27 feet; thence South 31 degrees 28' East 241.02 feet; thence South 9 degrees 00' East 286.10 feet; thence South 80 degrees 14' East 280.52 feet; thence North 72 degrees 50' East 171.11 feet; thence South 66 degrees 35' East 125.14 feet; thence South 6 degrees 15' East 82.80 feet; thence South 27 degrees 26' West 200.36 feet; thence South 60 degrees 41' East 30.78 feet; thence North 46 degrees 32' East 237.04 feet; thence North 85 degrees 15' East 163.10 feet; thence North 9 degrees 21' West 110.55 feet; thence North 11 degrees 56' East 132.06 feet; thence North 66 degrees 02' East 117.85 feet; thence North 84 degrees 07' East 154.11 feet; thence North 48 degrees 45' East 107.47 feet; thence South 85 degrees 15' East 163.25 feet; thence North 02 degrees 01' East 47.74 feet; thence North 27 degrees 39' East 30.72 feet; thence North 13 degrees 36' West 109.28 feet; thence South 89 degrees 36' East 1458.14 feet; thence South 47 degrees 32' West 65.25 feet; thence South 65 degrees 51' West 131.28 feet; thence South 86 degrees 39' West 76.13 feet; thence South 41 degrees 10' West 109.7 feet; thence South 14 degrees 38' West 110.16 feet thence South 18 degrees 48' East 58.91 feet; thence South 23 degrees 51' West 375.79 feet; thence North 77 degrees 46' West 187.34 feet; thence South 84 degrees 37' West 117.24 feet; thence North 86 degrees 46' West 114.02 feet; thence leaving the old fence line and following the newly constructed West bank of the Jordan River Channel South 84 degrees 12' West 341.08 feet; thence South 59 degrees 46' West 530.35 feet; thence South 51 degrees 07' West 786.85 feet; thence South 89 degrees 22' West 419.70 feet; thence South 66 degrees 34' West 231.80 feet; thence leaving the said river bank and running North 287.0

(Con'd.)

BK8391PG2267

feet to the corner of an old fence line; thence following an old fence line South 88 degrees 35' West 1125.0 feet; thence North 181.5 feet; thence leaving said fence line and running thence West 99.0 feet; thence North 330.0 feet; thence West 132.0 feet; thence North 113.0 feet; thence North 62 degrees 40' East 54.2 feet to the point of beginning.

And that certain tract in Salt Lake County described as:

All of lot 10, Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian, and all that part of the Southwest Quarter of the Southeast Quarter of said Section 2 lying West of the Salt Lake City Canal, approximately 49 Acres. Together with all water and water rights thereon.

3302-300-012

BK8391PG2268

LESS AND EXCEPT THE FOLLOWING:

33-02-302-001

Beginning at a Point which is SOUTH along the Section line 1691.98 feet and SOUTH 89°40'10" EAST 617.51 feet from the East Quarter Corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence SOUTH 15°51'50" EAST 23.29 feet; thence NORTH 89°40'10" WEST 792.59 feet; thence NORTH 90°19'50" EAST 12.37 feet; thence SOUTH 89°40'10" EAST 786.09 feet to the Point of Beginning. Contains 0.4054 Acre.

33-02-302-001

Beginning at a point which is South 1299.89 feet and West 75.71 feet from the East Quarter Corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°40'10" East 425.75 feet; thence South 38°54'00" East 289.96 feet; thence South 35°55'00" East 75.57 feet; thence South 26°36'20" East 55.90 feet; thence South 15°51'50" East 58.59 feet; thence North 89°40'10" West 786.09 feet; thence North 67°56'30" East 50.00 feet; thence North 52°38'40" East 50.00 feet; thence North 40°48'50" East 50.00 feet; thence North 28°46'10" East 50.00 feet; thence North 6°58'40" East 50.00 feet; thence North 10°29'50" West 56.40 feet; thence North 19°26'00" West 104.15 feet; thence North 12°00'20" West 50.00 feet; thence North 4°55'00" West 8.15 feet to the point of beginning. Contains 5.00 Acres.

POOR COPY - CO. RECORDER

33-02-302-001

Beginning at a point in the center of the Bluffdale City Road (1300 West Street) and on the extension of an existing fence line; said Point also being South along the Section line 1299.89 feet and West 75.71 feet from the East quarter corner of Section 3, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°40'10" East along aforementioned fence line 425.75 feet to an existing fence corner, thence along an existing fence the following four courses: 1) South 38°54'00" East 289.96 feet; 2) South 35°55'00" East 75.57 feet; 3) South 26°36'20" East 55.90 feet; 4) South 15°51'50" East 58.59 feet; thence North 89°40'10" West 786.09 feet to the center of the Bluffdale City Road (1300 West Street); thence along said centerline the following nine courses: 1) North 28°46'10" East 50.00 feet; 2) North 52°38'40" East 50.00 feet; 3) North 40°48'50" East 50.00 feet; 4) North 28°46'10" East 50.00 feet; 5) North 06°58'48" East 50.00 feet; 6) North 10°29'50" West 56.40 feet; 7) North 19°26'00" West 104.15 feet; 8) North 12°00'20" West

33-10-202-011

BEGINNING AT A POINT SOUTH 531.34 FEET AND EAST 424.67 FEET FROM THE NORTH QUARTER CORNER OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 31 DEGREES 44 MINUTES 19 SECONDS WEST 50.00 FEET; THENCE NORTH 58 DEGREES 15 MINUTES 41 SECONDS EAST 210.21 FEET; THENCE SOUTH 31 DEGREES 44 MINUTES 19 SECONDS EAST 257.22 FEET; THENCE SOUTH 58 DEGREES 15 MINUTES 41 SECONDS WEST 210.21 FEET; THENCE NORTH 31 DEGREES 44 MINUTES 19 SECONDS WEST 207.22 FEET TO THE POINT OF BEGINNING.

BK 839 | PG 2269

33-11-178-001

Beginning at the Center of Section 11, Township 4 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°32'46" East 86.07 feet; thence North 0°38'34" East 90.54 feet to the Center of an existing road; thence along said Center to the following courses: North 16°40'50" West 50.00 feet; North 34°19'04" West 49.962 feet; North 48°51'50" West 31.357 feet; North 55°27'44" West 165.00 feet; North 62°50'15" West 139.27 feet to the East Right of Way line of the Denver and Rio Grande Railroad; thence South 28°40'00" West along said East line 408.633 feet to the Center Section Line of Section 11; thence North 89°32'46" East along said Center Section Line 434.908 feet to the Point of Beginning.

EXCEPTING THEREFROM that portion of said property conveyed to Salt Lake City for canal purposes by Deed recorded November 18, 1880 in Book Q of Deeds at Page 80.

SUBJECT TO a 30 foot easement in favor of MOUNTAIN FUEL SUPPLY.

NOT LEGIBLE FOR MICROFILM  
CO. RECORDER

33-10-226-001

Beginning at a point which is S. 84°52' E. 204.52 ft; thence S. 32°03' E. 236.2 ft; thence S. 39°09' E. 146.11 ft; thence S. 78°55' E. 298.3 ft from the N.W. corner of the N.E.¼ of the N.E.¼ of Sec. 10 T. 4 S; R. 1 W; and running thence S. 78°55' E. 287 ft; thence N. 3°12' W. 57.5 ft; thence N. 62°49' W. 136.9 ft; thence S. 69°56' W. 170.0 ft to the place of beginning.

33-11-126-001

Beginning on the north boundary line of the Grantor's land at a point 5295 feet north and 1783 feet east, more or less, from the southwest corner of Section 11, Township 4 South, Range 1 West, Salt Lake Meridian, thence South 23° 17' West 761 feet to the northerly bank of the Jordan River, thence South 67° 12' West 50.1 feet and South 72° 27' West 40 feet and South 85° 27' West 40 feet and North 86° 38' West 31.5 feet along the northerly bank of said Jordan River, thence North 23° 17' East 796.1 feet, being parallel to and 130 feet perpendicularly distant northwesterly from the above-described southeasterly boundary line of this tract of land to the north boundary line of said Grantor's land, thence North 89° 47' East 141.8 feet along said north boundary line to the point of beginning, containing 2.35 acres, more or less.

Reserving to the Grantor, its grantees and assigns, the right to use the premises for grazing, for the construction, operation and maintenance of fish ponds, and for related purposes so long as said uses do not interfere with Grantee's use of the premises.

BK 8391 PG 2270

Beginning on the south boundary line of the Grantor's land at a point 1255 feet south and 2340 feet east, more or less, from the west one quarter corner of Section 2, Township 4 South, Range 1 West, Salt Lake Meridian, thence North 23° 17' East 654.4 feet to a northeasterly boundary line of said Grantor's land, thence North 34° 14' West 111.5 feet along said northeasterly boundary line to the north boundary line of said Grantor's land, thence West 39.1 feet along said north boundary line, thence South 23° 17' West 755.3 feet being parallel to and 130 feet perpendicularly distant northwesterly from the above-described southeasterly boundary line of this tract of land to the south boundary line of said Grantor's land, thence North 89° 47' East 141.8 feet along said south boundary line to the point of beginning, containing 2.14 acres, more or less, and being in Lot 8 of said Section 2.

33-02-300-017

Also: Beginning on the south boundary line of the Grantor's land at a point 2593 feet south and 1765 feet east, more or less, from the west one quarter corner of Section 2, Township 4 South, Range 1 West, Salt Lake Meridian, thence North 23° 17' East 1360.57 feet to the west boundary line of said Grantor's land, thence South 25° 56' West 454.20 feet along said west boundary line to the north boundary line of said land, thence South 80° 14' West 121.85 feet and South 80° 49' West 8.14 feet along the north boundary line of said Grantor's land, thence South 23° 17' West 892.57 feet being parallel to and 130 feet perpendicularly distant westerly from the above-described east boundary line of this tract of land to the south boundary line of said Grantor's land, thence North 89° 47' East 141.76 feet along said south boundary line to the point of beginning, containing 2.81 acres, more or less, and being in Lots 8 and 10 of Section 2, Township 4 South, Range 1 West, Salt Lake Meridian.

33-02-300-011

POOR COPY -  
CO. RECORDER

BK 8391 PG 2271



33-11-152-002

Beginning on the south boundary line of the Grantors' land at a point 2630 feet north and 636 feet east, more or less, from the southwest corner of Section 11, Township 4 South, Range 1 West, Salt Lake Meridian, thence North 23° 17' East 67.11 feet to the south boundary line of Highway No. 161, thence South 89° 17' West 142.30 feet along said south highway boundary line to the west boundary line of Grantors' land, thence South 59.86 feet along said west boundary line to the south boundary line of said Grantors' land, thence East 115.76 feet along said south boundary line to the point of beginning, containing 0.18 of an acre, more or less.

33-11-151-005

Also, beginning on the north boundary line of Highway No. 161 at a point 2755 feet north and 690 feet east, more or less, from the southwest corner of Section 11, Township 4 South, Range 1 West, Salt Lake Meridian, thence North 23° 17' East 1946.80 feet to the southerly bank of the Jordan River, thence South 68° 47' West 48 feet and South 73° 37' West 40 feet and South 84° 57' West 40 feet and North 86° 53' West 31.74 feet along the southerly bank of said Jordan River, thence South 23° 17' West 1915.01 feet being parallel to and 130 feet perpendicularly distant westerly from the above-described easterly boundary line of this tract of land to the north boundary line of said Highway No. 161, thence North 89° 17' East 142.30 feet along said north boundary line to the point of beginning, containing 5.73 acres, more or less.

Reserving to Grantors, their successors and assigns, the right to cross over said premises for ingress and egress to adjoining premises owned by Grantors and the right to use the premises for grazing, agricultural and related purposes; provided such right shall be limited to those areas not occupied by poles, towers or similar improvements placed on premises by Power Company.

BK8391PG2272

33-11-150-002

Beginning on the south boundary line of the Grantors' land at a point 2630 feet north and 636 feet east, more or less, from the southwest corner of Section 11, Township 4 South, Range 1 West, Salt Lake Meridian, thence North 23° 17' East 67.11 feet to the south boundary line of Highway No. 161, thence South 89° 17' West 142.30 feet along said south highway boundary line to the west boundary line of Grantors' land, thence South 59.86 feet along said west boundary line to the south boundary line of said Grantors' land, thence East 115.76 feet along said south boundary line to the point of beginning, containing 0.18 of an acre, more or less.

33-11-151-005

Also, beginning on the north boundary line of Highway No. 161 at a point 2755 feet north and 690 feet east, more or less, from the southwest corner of Section 11, Township 4 South, Range 1 West, Salt Lake Meridian, thence North 23° 17' East 1946.80 feet to the southerly bank of the Jordan River, thence South 68° 47' West 48 feet and South 73° 37' West 40 feet and South 84° 57' West 40 feet and North 86° 53' West 31.74 feet along the southerly bank of said Jordan River, thence South 23° 17' West 1915.01 feet being parallel to and 130 feet perpendicularly distant westerly from the above-described easterly boundary line of this tract of land to the north boundary line of said Highway No. 161, thence North 89° 17' East 142.30 feet along said north boundary line to the point of beginning, containing 5.73 acres, more or less.

Reserving to Grantors, their successors and assigns, the right to cross over said premises for ingress and egress to adjoining premises owned by Grantors and the right to use the premises for grazing, agricultural and related purposes; provided such right shall be limited to those areas not occupied by poles, towers or similar improvements placed on premises by Power Company.

LESS AND EXCEPTING the following described property:

Beginning at a point that is South 00°01'03" East 1714.349 feet along Section line and South 89°40'10" East 620.240 feet along South Parcel line recorded on Quit-Claim Deed, Book 5947, Page 1147 from the West Quarter Corner of Section 2, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence running South 15°10'00" East 42.549 feet along West Parcel line of Parcel A according to Plat Survey S90-12-0555; thence South 11°01'00" East 9.177 feet; thence North 89°40'10" West 690.331 feet; thence South 68°59'00" West 100.289 feet; thence South 84°19'03" West 223.051 feet; thence North 05°40'57" West 108.198 feet to the centerline of 1300 West Street; thence North 82°40'54" East 53.656 feet along centerline of 1300 West Street; thence North 84°58'12" East 149.082 feet along centerline of 1300 West Street; thence North 74°35'35" East 13.130 feet along centerline of 1300 West Street; thence South 0°19'50" West 22.37 feet to the South Parcel line recorded on Quit-Claim Deed, Book 5947, Page 1147; thence South 89°40'10" East 789.478 feet to the point of beginning.

BK8391 P62273