



TICKVILLE WASH AGREEMENT  
BY AND BETWEEN

UTAH LAKE DISTRIBUTING COMPANY, TOWN OF SARATOGA SPRINGS, THE  
PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS,  
SARATOGA SPRINGS DEVELOPMENT, LLC, WARDLEY-McLACHLAN, LLC,  
UTAH COUNTY, PAUL MENDENHALL, MARK JACOB and CURTIS BEVERLY

THIS AGREEMENT is made and entered into as of May 10, 2001 by and among  
UTAH LAKE DISTRIBUTING COMPANY ("ULDC"), TOWN OF SARATOGA SPRINGS  
("Town"), CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS  
CHRIST OF LATTER DAY SAINTS, a Utah corporation sole ("CPB"), SARATOGA  
SPRINGS DEVELOPMENT, LLC ("SSD"), WARDLEY-McLACHLAN, LLC  
("Wardley/McLachlan"), UTAH COUNTY ("County") PAUL MENDENHALL  
("Mendenhall"), MARK JACOB ("Jacob") and CURTIS BEVERLY ("Beverly").

RECITALS:

A. ULDC owns and operates the Utah Lake Distributing Canal, which is used to deliver irrigation water to ULDC shareholders (the "Canal"). A portion of the Canal runs through Town and empties into Utah Lake through a spillway or wasteway. The wasteway is critical to the day-to-day operation, management, regulation, use, maintenance and safety of the Canal. The wasteway is also critical in emergencies. The wasteway carries flushing flows which are used to clean the Canal. Water is frequently diverted through the wasteway to facilitate normal and convenient flow regulation. Storm water collected by the Canal, unused, excess and carrier water is routinely carried through the wasteway to Utah Lake. The CPB, SSD, Wardley/ McLachlan, Mendenhall, Jacob and Beverly (collectively the "Lower Shareholders") are the only ULDC shareholders who currently receive water from the Canal below (south of) the point where the Canal crosses the natural drainage commonly referred to as "Tickville Wash".

B. The parties have determined that it is in their mutual interests to: 1) terminate the Canal at Tickville Wash; 2) construct and maintain new facilities for the delivery of ULDC water below Tickville Wash to the Lower Shareholders; and 3) develop and maintain the Tickville Wash for use as the replacement ULDC wasteway.

C. The parties are entering into this Agreement to provide for: 1) the construction, ownership, maintenance and use of new conveyance facilities to deliver irrigation water to the Lower Shareholders; 2) the ownership, construction, maintenance and use of Tickville Wash as the new ULDC wasteway; and 3) the abandonment and conveyance of specific portions of the Canal located south of Tickville Wash.

D. The portion of the Canal located below Tickville Wash impacted by this Agreement consists of those segments of the canal which lie within those parcels more particularly described in Exhibit A attached to this Agreement.

E. Tickville Wash from the point where it intersects with the Canal to Utah Lake is more particularly described as follows:

A 30-foot-wide easement, 15 feet each side of the following centerline description.

BEGINNING at a point located North 1610.48 feet and West 1169.08 feet from the SE corner of Section 27, Township 5 South, Range 1 West, Salt Lake Base and Meridian and running thence South 87°23'56" East 105.75 feet thence South 81°28'3" East 79.05 feet thence South 77°48'57" East 126.36 feet thence South 80°30'36" East 163.27 feet thence South 70°26'57" East 364.17 feet thence North 51°1'24" East 129.72 feet thence North 70°14'32" East 326.56 feet thence North 66°57'33" East 245.26 feet thence North 71°49'11" East 353.81 feet thence North 87°27'23" East 216.31 feet thence North 89°24'42" East 1402.28 feet thence North 6°58'1" East 633.43 feet thence North 65°20'3" East 391.03 feet thence North 75°15'35" East 77.53 feet thence East 4005.39 feet thence approximately South 36°57'27" East 618.90 to water line of Utah Lake.

#### AGREEMENT:

NOW THEREFORE, for and in consideration of the mutual covenants, conditions and terms described in this Agreement, including the above Recitals, the parties hereby agree as follows:

#### I. CONSTRUCTION OF WATER FACILITIES AND IMPROVEMENTS:

1. Description of Water Facilities and Improvements. The facilities which must be designed, constructed, operated and maintained to allow the Canal to terminate at Tickville Wash are the following:

1.1.1. Common Water Facilities. The "Common Water Facilities" consist of:

- (a) a diversion facility (the "Terminal Facility") that will divert water from the Canal for the Lower Shareholders into a pond described in 1.1.1(a) below ("Holding Pond") or into Tickville Wash;
- (b) the Holding Pond will be in the area of the Terminal Facility and the CPB will pump water for irrigation of its property and the Town will pump water to other facilities for delivery to the remainder of the Lower Shareholders;
- (c) the "Syphon Tube" from the Holding Pond to the pump facilities; and
- (d) improvements to and along Tickville Wash (the "Tickville Wash Improvements") being made by the funding parties as well as the acquisition of

necessary easements, rights of way and permits, that will reasonably allow ULDC to use Tickville Wash as a wasteway for routine and emergency operation, management, regulation, use, maintenance and safety of the Canal as ULDC deems useful, convenient or necessary subject only the limitations contained in this Agreement.

In addition to the minor improvements to Tickville Wash being made by the Funding parties as described in Exhibit B, Town will make additional improvements in the future to allow Tickville Wash to carry 40 cfs of flow from the Terminal Facility to Utah Lake, without flooding of public streets, or flooding of properties which are not either owned by the CPB, Town or County or subject to an appropriate easement, when the Tickville Wash is collecting and carrying reasonably predicted high flows. The total capacity of Tickville Wash and the future Tickville Wash improvements shall be determined by reasonable and customary engineering standards.

The parties understand and agree that except for necessary easements, rights of way and permits, and the Tickville Wash Improvements being made by the Funding Parties, Tickville Wash Improvements will not be designed or constructed before the abandonment of the Canal below Tickville Wash. Except for necessary easements, rights of way and permits, the Tickville Wash Improvements will be designed and constructed by Town as funds are reasonably available and as it is practicable to do so, as reasonably determined by Town. The Town's agreement to make additional improvements to Tickville Wash is subject to the limitations and restrictions of Section 3, Article XIV of the Utah Constitution and the Town's budgeting guidelines and procedures. While Town has adopted a Capital Facilities Plan that provides funding for improvements to Tickville Wash, no specific improvements have been approved or budgeted for as of the date of this Agreement.

All such easements, rights of way and permits shall allow ULDC to use Tickville Wash as a wasteway for routine and emergency operation, management, regulation, use, maintenance and safety of the Canal as ULDC deems useful, convenient or necessary, subject only to the limitations described in this Agreement. All easements, rights of way, and permits or applications for permits shall be reviewed and reasonably approved by ULDC.

Until all of the future Tickville Wash Improvements are in place and have been reasonably approved by ULDC's engineer, Town shall maintain, at its sole expense, its existing general liability insurance policy in the amount of \$2,000,000, or reasonably equivalent insurance reasonably approved as to form by ULDC, and ULDC shall be named as an additional insured for claims of

persons other than the insureds relating to or arising out of the discharge of water to Tickville Wash.

The Common Water Facilities, including the Tickville Wash Improvements being made by the Funding Parties, are more particularly described and depicted in Exhibit B attached hereto.

1.1.2. CPB Water Facilities. The "CPB Water Facilities" shall include a pumping facility to pump water from the Syphon Tube and Holding Pond and water pipeline(s) for delivery of the water for use on CPB Owned property.

1.1.3. Town Water Facilities. The "Town Water Facilities" shall include a pumping facility to pump water from the Syphon Tube and Holding Pond and a water pipeline to carry water to a secondary water reservoir from which water will be delivered to developed subdivisions within the Town as part of the "Town's Secondary Water System" and to the property of the remaining Lower Shareholders as described in this Agreement.

1.2. Construction of, and Acquisition of Easements and Permits for, Water Facilities. The costs of designing and constructing the Common Water Facilities, including the Tickville Wash Improvements being made by the Funding Parties, will be paid jointly by the CPB, SSD and Wardley/McLachlan (collectively the Funding Parties") as provided by a separate Funding Agreement Agreement". A copy of the Funding Agreement is attached as Exhibit C hereto. The CPB shall pay all costs of designing and constructing the CPB Water Facilities. The Funding Parties other than the CPB shall pay all costs of designing and constructing the Town Water Facilities.

1.3. Approval of Design - Inspection. The Town Engineer shall review and approve the plans for the Common Water Facilities and the Town Water Facilities. The County Engineer shall review and approve all portions of the Tickville Wash Improvements that may affect the County owned property where the Tickville Wash empties into Utah Lake. The Town Engineer shall inspect all construction of Common Water Facilities and the Town Water Facilities and the Funding parties shall pay the costs and fees for such inspection by the Town Engineer. ULDC's engineer shall review and reasonably approve all plans for all facilities which will divert and carry water from the Canal through Tickville Wash to Utah Lake. The parties shall deliver the plans for the Tickville Wash Improvements being made by the funding parties for CPB's review and approval prior to commencing construction, and shall deliver plans for improvements on CPB lands or which will affect CPB Lands for review and consultation prior to commencing construction.

## II. OWNERSHIP, OPERATION, USE AND MAINTENANCE OF WATER FACILITIES

### 2.1. Conveyance of Water Facilities to Town.

2.1.1. Upon completion of the Town Water Facilities and acceptance of the same by Town, the Funding Parties shall convey to Town, pursuant to the terms of this Agreement, the Town Water Facilities and all associated rights and easements. The associated rights and easements shall include an easement from CPB for the pump facility at the Syphon Tube and Holding Pond and the water pipeline from the pumping facility. Upon conveyance of the Town Water Facilities, Town shall have complete ownership and control of the Town Water Facilities. Town's ownership interest in the above facilities, to the extent located on property now owned by CPB, shall be in the form of easements, which CPB shall execute and record to make it clear that Town's interest in the facilities does not include the underlying land.

2.1.2. Upon completion of the Terminal Facility , the Holding Pond and the Syphon Tube and acceptance of the same by Town, Town shall have joint ownership and control of those facilities with the CPB and the Funding Parties shall convey to Town, pursuant to the terms of this Agreement, joint undivided ownership in the Terminal Facility, the Syphon Tube and Holding Pond. Town's ownership interest in the above facilities shall not include any interest in the land upon which they are located and the CPB shall execute and record easements for those facilities to make it clear that Town's interest in the facilities does not include the underlying land. ULDC shall have a permanent easement to divert up to 40 cfs of water from the Canal into and through the Terminal Facility and into and through Tickville Wash to Utah Lake as a wasteway for routine and emergency operation, management, regulation, use, maintenance and safety of the Canal, as ULDC deems useful, convenient or necessary, subject only to the limitations described in this Agreement.

2.1.3. Upon completion of Tickville Wash Improvements, Town shall have ownership and control of those improvements and the Funding Parties shall make whatever conveyances of those improvements and associated rights and easements to Town as Town deems necessary and advisable, pursuant to the terms of this Agreement. Town's ownership interest in the above facilities shall not include any interest in the land upon which they are located and the CPB shall execute and record easements for those facilities to make it clear that Town's interest in the facilities does not include the underlying land. Those associated rights and easements shall include rights and protection afforded Town and ULDC by the provisions of Section 3.3 of this Agreement.

2.2. Representations and Warranties - Bonding. All conveyances to Town pursuant to Section 2.1 shall include and contain, whether or not expressly set out in the conveyance documents, representations and warranties that the Funding Parties have good and marketable title to said facilities and all of their components and that said facilities are being conveyed free of any liens or rights of third parties and that all improvements were constructed and

installed in accordance with all applicable laws and regulations and in a good and workman like manner and that such improvements are in good working order and are free of material defects. The Funding Parties shall represent and warrant, whether or not expressly set out in the conveyance documents, that all of the facilities conveyed to Town and every part thereof shall remain in good condition free from all defects in design, materials and/or workmanship for two years from the date the Common Facilities and Town Facilities are completed, inspected and accepted by the Town (the Warranty Period). The Funding Parties shall promptly make all repairs, corrections and/or replacements for all defects in workmanship, materials and/or equipment included in the Common Facilities and Town Facilities during the Warranty Period which warranty work shall be inspected and accepted by the Town. Funding Parties shall transfer and assign to Town, whether or not expressly set out in the conveyance documents, any and all construction warranties, material or equipment or other warranties, bonds or representations by contractors, materialmen or other suppliers or manufacturers with respect to the transferred assets, including without limitation, a general assignment of any and all general rights of recourse against contractors, suppliers and manufactures for defects of failure of performance under the contracts of construction, purchase or supply after the Warranty Period and during the Warranty Period if Funding Parties shall fail to meet their warranty obligations during the Warranty Period. 10 % of bonding for the cost of the construction of those facilities shall be retained by Town until the end of the Warranty Period to cover any defects in workmanship or materials discovered during the Warranty Period. CPB's liability to Town under the obligations of this paragraph shall be limited, however, to the fund of \$90,000.00 contributed by it under the Funding Agreement.

2.3. Operation and Maintenance of Common Facilities. CPB shall have primary responsibility for maintaining, repairing and operating the Terminal Facility, the Holding Pond and the Syphon Tube. Town shall reimburse CPB for a pro rata share (based upon the respective amounts of water CPB and the other Lower Shareholders are entitled to receive from ULDC based upon their respective ULDC shares and this Agreement) of the costs incurred by the CPB in maintaining, repairing and operating the Terminal Facility, the Holding Pond and the Syphon Tube; provided, however, that the Funding Parties shall make all repairs during the Warranty Period as provide in Section 2.2 of this Agreement. Town shall have an easement for access to and the right to maintain, repair and operate the Terminal Facility, the Holding Pond and the Syphon Tube if CPB fails to maintain the same in a way that will allow Town to properly and efficiently operate and maintain the Town Water Facilities. CPB shall reimburse Town for its pro rata share of any costs incurred by the Town in maintaining, repairing and operating the Terminal Facility, the Holding Pond and the Syphon Tube upon CPB's failure to maintain, repair and operate the same. ULDC shall have a permanent easement and right of ingress and egress, but no duty or obligation, to maintain and repair the Terminal Facility and facilities which divert or spill water from the Holding Pond into Tickville Wash to the extent reasonable and necessary upon the failure of the CPB and/or Town to maintain or repair the same after notice to the CPB and Town which is reasonable under the circumstances. Absent emergency, forty-five (45) days written notice

shall be rebuttably presumed reasonable notice. The CPB and Town shall reimburse ULDC for their proportionate shares of such costs of maintenance and repair.

2.4. Operation and Maintenance of Town Facilities. Upon completion, acceptance and conveyance of the Town Facilities to Town, Town shall operate, maintain and repair the Town Facilities other than repairs to made to the same by the Funding Parties other than CPB during the Warranty Period. Town agrees to provide secondary (outside) water service to approved subdivisions and/or other development by the Lower Shareholders other than CPB in accordance with the ordinances, rules and regulations of Town covering secondary water upon completion of on-site and any other off-site water lines needed to connect the development to the Town Facilities, payment of any connection fees imposed by Town and conveyance of the applicable ULDC shares to Town. Prior to development of the property of a Lower Shareholder other than CPB, Town will provide water service to said Lower Shareholders at the location and during the times that ULDC has historically delivered water to said Lower Shareholders or on such other basis as may be mutually agreed by said Lower Shareholders and Town. Provided, however, that Town shall not be obligated to build any pipelines or facilities to provide water service to said Lower Shareholders and said Lower Shareholders shall be responsible to provide at no cost to Town all facilities required to deliver water to said Lower Shareholders. The Lower Shareholders who are not Funding Parties shall be entitled to receive water service prior to development at no cost to such Lower Shareholders other than the payment of normal assessments to ULDC. SSD and Wardley/McLachlan shall pay Town fees sufficient to offset Town's costs of delivering said water to said their properties prior to development including reasonable operation and overhead charges. SSD contemplates using water covered by some of its ULDC shares for watering a golf course being designed and constructed by SSD. Town and SSD agree that water for the golf course shall be diverted at and through the Terminal Facility, the Holding Pond and the Syphon Tube. However, it has not been determined whether the water will also be diverted through and delivered by means of the Town Facilities or other facilities to be built by SSD. In either event, Town will operate the facilities for delivery of water to the golf course and SSD will pay Town fees sufficient to offset Town's costs of delivering said water to the golf course including reasonable operation and overhead charges. Upon such undertaking by Town, SSD will convey the applicable ULDC shares to Town. Conveyance of shares to Town in connection with Town providing secondary water for development on land owned by the Lower Shareholders, other than CPB, shall be in accordance with Town's Water Ordinance. Town's obligations to Mendenhall under this Section 2.4 shall be limited to the amount of water needed to irrigate the land owned by Mendenhall that is receiving irrigation water from the Canal below Tickville Wash as of the date of this Agreement.

2.5. Tickville Wash. Town shall operate, maintain and repair the Tickville Wash Improvements, and associated easements, rights of way, permits, etc. If after the deadline for completion of Tickville Wash Improvements described in this Agreement Town does not construct and maintain the Tickville Wash Improvements in a manner that will allow ULDC to exercise its rights to use Tickville Wash as described in this Agreement, ULDC shall have a

permanent easement and right of ingress and egress, but no duty or obligation, to maintain and repair the Tickville Wash Improvements and Tickville Wash to the extent reasonable and necessary upon the failure of the Town to maintain or repair the same after notice which is reasonable under the circumstances. Absent emergency, forty-five (45) days written notice shall be rebuttably presumed reasonable notice. The Town shall reimburse ULDC for such costs of maintenance and repair.

### III. VACATION OF CANAL BELOW TICKVILLE WASH AND RELATED UNDERTAKINGS

3.1. Vacation of Canal Below Tickville Wash. Upon completion of the facilities as described in ARTICLE I and based upon the undertakings of the parties set out in this Agreement, ULDC will quit-claim those portions of the Canal below (south of) the Terminal Facility as specifically described in Exhibit A attached. After the date of quit-claim ULDC shall deliver all water covered by the shares held by the Lower Shareholders to the Terminal Facility in accordance with the rules and practices of ULDC or on such other basis as may be agreed between ULDC, CPB, Town and the other Lower Shareholders. ULDC shall have no further or other obligations to any Lower Shareholder other than to deliver water covered by their shares to the Terminal Facility. All Lower Shareholders, other than CPB, agree to look solely to Town for delivery of the water covered by their ULDC shares to their property. So long as water covered by the Lower Shareholders' ULDC shares is delivered to the Terminal Facility by ULDC, the Lower Shareholders release ULDC from any further liability or responsibility relating to delivery of water represented by their ULDC shares. The Lower Shareholders and their successors shall continue to be obligated to pay regular assessments on their shares in order to be entitled to have water covered by their shares delivered to the Terminal Facility. Town's obligation to provide water to the Lower Shareholders other than the CPB shall be governed by and limited as provide in Section 2.4 of this Agreement.

3.2. Ownership and Use of Canal Right of Way and Canal below Terminal Facility. ULDC will benefit from vacation of those portions of the Canal below the Terminal Facility specifically described in Exhibit A attached. In consideration of the Funding Parties paying for the facilities necessary for vacation of such lower portion of the Canal, ULDC will quit-claim to each Funding Party as specifically described in Exhibit A attached to this Agreement. The Funding Parties may make such use of the canal right of way conveyed to them, including filling in the Canal, as they may desire, provided that any such use or alteration of the canal by Lower Shareholders other than CPB shall be first approved by Town. Town may require that such alteration shall not prevent or interfere with the continued use of the Canal through and including the spillway for storm water drainage. Town may use those portions of the canal located below the Terminal Facility and within the parcels described in Exhibit A for Town purposes including storm water transportation. Town shall indemnify, defend and hold ULDC harmless from any claims or liability resulting from any use of such portion of the Canal by Town below the Terminal Facility.



3.3. Coordination of ULDC's discharge to Tickville Wash. ULDC agrees to reasonably cooperate with Town and CPB to minimize discharges during high spring run off and during times of flood, as reasonably requested by Town or CPB in writing.

3.4 Defense and Indemnity. Upon written request, Town shall defend ULDC, and its officers, directors, employees and shareholders, against any claims or demands of persons or entities other than Town or ULDC which result from, or are claimed to result from, the discharge of water to Tickville Wash by ULDC. In addition, Town shall indemnify and hold ULDC, and its officers, directors, employees and shareholders, harmless from any liability to persons or entities other than Town or ULDC, except to the extent that such liability has been adjudicated to result from gross negligence, or willful misconduct or neglect of ULDC.

3.5 Easement Across CPB and County Property. Tickville Wash between the Terminal Facility and Utah Lake mostly runs across and/or adjacent to property owned by CPB and County. CPB and County hereby grant to Town easements across their property to make any improvements to Tickville Wash in addition to the Tickville Wash Improvements being made by Funding Parties, as provided in this Agreement, that Town may hereafter determine should be made to minimize flood potential from storm drainage and other drainage, including discharges by ULDC as described in this Agreement. CPB and County also acknowledge that water may be running through the Tickville Wash drainage on a more regular basis by reason of ULDC's use of Tickville Wash as described in this Agreement, and CPB and County hereby consent to such use of Tickville Wash. In order to minimize any liability of Town in agreeing to ULDC's described use of Tickville Wash as well as other storm drainage or other flood water that naturally drains in Tickville Wash, CPB and County each hereby waves any claims or causes of action against ULDC for any flooding of CPB or County property by reason of discharge of water to Tickville Wash except to the extent such damage results from gross negligence or willful neglect of ULDC. CPB and County each hereby waves any claims or causes of action against Town for any flooding of CPB or County property by reason of discharge of water to Tickville Wash except to the extent such damage results from gross negligence or willful neglect of Town. CPB and County will execute recordable easements in a form reasonably approved by Town and ULDC that Town shall cause to be recorded that grant Town and ULDC the rights provided in this Agreement and that contain the liability waivers herein provided.

3.6 Easement Across Howard Sargent Property. Tickville Wash also runs though or adjacent to property owned by Howard Sargent. Town shall not be obligated to assume the responsibility for discharge of water to Tickville Wash as described above and ULDC shall not be obligated to convey any portion of the Canal beyond the Terminal Facility unless and until Howard Sargent has given Town and ULDC an easement in a form reasonably approved by ULDC and Town covering Tickville Wash through or along his property that affords Town and ULDC the rights and protections described in this Agreement.

## IV. GENERAL PROVISIONS:

4.1. Integration. This Agreement and the attached exhibits and referenced agreements constitute the entire agreement between the parties as to the matters specifically addressed herein. This Agreement supersedes any and all negotiations, dealings and agreements by the parties subsequent to the execution of the Agreement as to the matters addressed herein. Any amendments to this Agreement must be in writing and signed by both parties hereto.

4.2. Notice. Any notice given under this Agreement shall be written and shall be delivered personally, by first class mail or by express mail addressed as follows:

To ULDC:	Utah Lake Distributing Company 1156 South State Street, Suite 202 Orem, Utah 84097
To Town:	Town of Saratoga Springs 9484 West 7350 North Lehi, Ut. 84043
To County:	Utah County 2855 South State Street Provo, Utah 84606 Att: Clyde R. Naylor
To CPB:	Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-Day Saints 50 East North Temple Salt Lake City, Utah 84150
To SSD:	Saratoga Springs Development LLC P.O. Box 35 Lehi, Utah 84043
To Wardley/McLachlan:	Wardley-McLachlan, LLC 5296 South Commerce Drive, Suite 300 Murray, Utah 84107
To Mendenhall:	Paul Mendenhall 5977 North 10800 West Lehi, Utah 84043

To: Jacob: Mark Jacob  
914 East 300 North  
Orem, Utah 84097

To Beverly: Curtis Beverly  
West Saratoga Road  
Lehi, Utah 84043

Or other such address as any party may designate by written notice to the other parties as herein provided.

4.3. Time of the Essence. It is agreed that time is of the essence in the performance of duties and obligations under this Agreement.

4.4. Construction. This Agreement shall be governed as in validity, enforcement, construction, effect and in all other respects by the Laws of the State of Utah. The section headings and numbers are for convenience only and are not to be used to construe or interpret the provision of this Agreement.

4.5. Waiver. No failure or delay in exercising any right, privilege hereunder on the part of any party shall operate as a waiver hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

4.6. Further Assurances. The parties to this Agreement agree to cooperate with each other in effectuating the terms and conditions of this Agreement and agree to execute such further agreements, conveyances and other instruments as may be reasonably required to carry out the intents and purposes of this Agreement.

4.7. Costs of this Agreement. The Funding Parties agree to pay ULDC's and Town's attorney's fees and engineering fees incurred in connection with the negotiation, approval, execution and review of this Agreement and all related exhibits, documents and easements.

4.8. Attorney Fees. The parties agree that should any party default in any of the covenants or agreements herein contained, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.

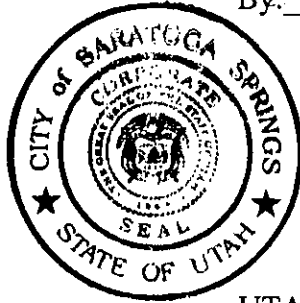
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first hereinabove written.

TOWN OF SARATOGA SPRINGS

By: Timothy C. Parker  
Its: Mayor

Attest:

Cheryl Bouchard  
Town Recorder



UTAH COUNTY

By: Garrett Herbert  
Its: Commission Chair

Attest:

Lynnda Spickland  
County Clerk

CORPORATION OF PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, a Utah corporation sole

BF By: Timothy F. Rudd <sup>MS</sup>  
Its: Authorized Agent

SARATOGA SPRINGS DEVELOPMENT LLC

By: Michael Smith  
Its: Manager

WARDLEY-MCLACHLAN, LLC

By: James Clark  
Its: Manager

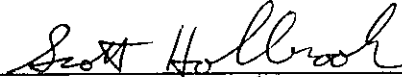
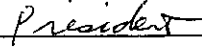
Paul Mendenhall  
PAUL MENDENHALL

  
\_\_\_\_\_  
MARK JACOB

  
\_\_\_\_\_  
CURTIS BEVERLY

2011033

UTAH LAKE DISTRIBUTING COMPANY

By:   
Its: 

# **EXHIBIT A**

**EXHIBIT A - Legal Description for Saratoga Springs - Phases 3 and 4** ENT 39309:2013 PG 15 of 46

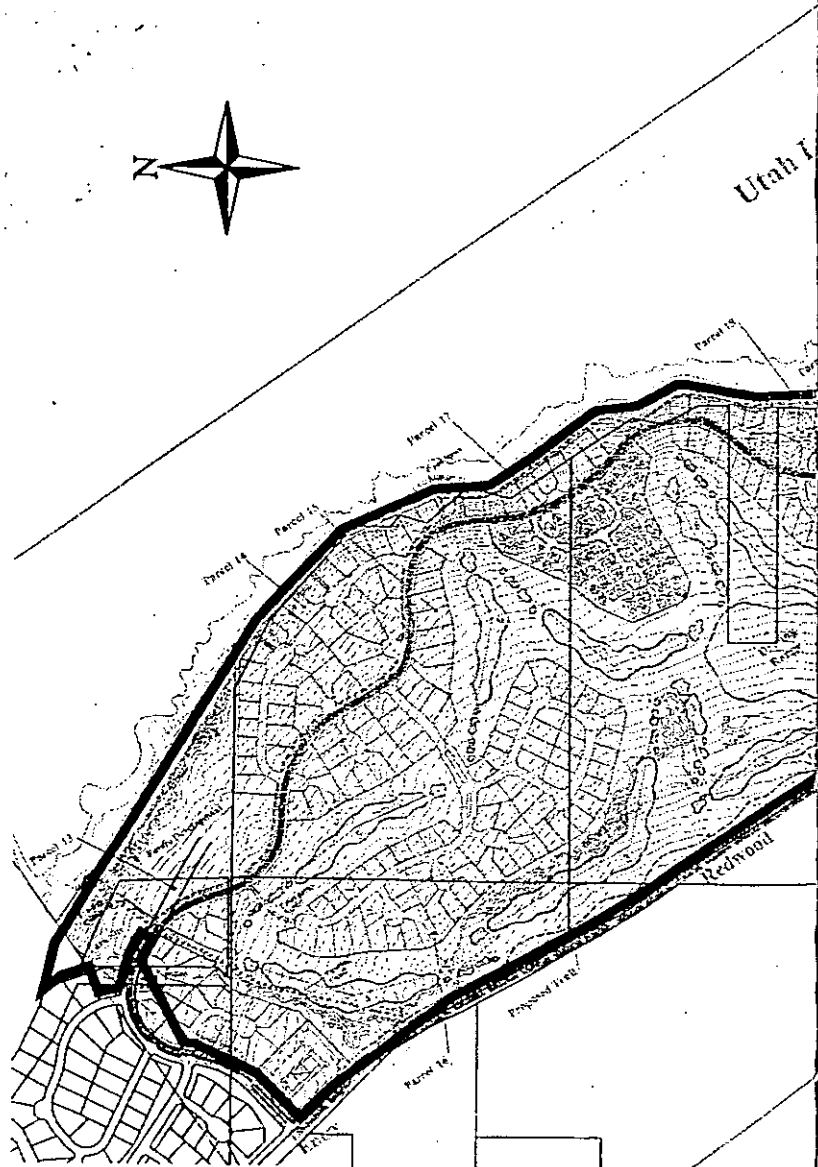
A PARCEL OF LAND LOCATED IN THE SE1/4 OF SECTION 35 AND THE SW1/4 OF SECTION 36, T. 5 S., R. 1 W., SLB&M, AND SECTIONS 1,2 AND 12 OF T.6 S., R. 1 W., SLB&M, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A BRASS CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE N 01°03'25" E ALONG THE EAST BOUNDARY LINE OF SAID SECTION, A DISTANCE OF 2673.65 FEET TO A BRASS CAP MONUMENT MARKING THE EAST QUARTER CORNER OF SAID SECTION 12, AND THE REAL POINT OF BEGINNING; THENCE S 89°49'32" W A DISTANCE OF 1515.95 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY THE FOLLOWING 15 COURSES AND DISTANCES; (1) N 23°57'07" W A DISTANCE OF 902.71 FEET TO A POINT OF CURVATURE; (2) THENCE NORTHWESTERLY 665.33 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 3470.75 FEET, A CENTRAL ANGLE OF 10°59'00" SUBTENDED BY A CHORD THAT BEARS N 29°26'37" W A DISTANCE OF 664.31 FEET TO THE CURVES END; (3) THENCE N 34°56'07" W A DISTANCE OF 496.01 FEET TO A POINT OF CURVATURE; (4) THENCE NORTHWESTERLY 490.16 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 21°30'00", SUBTENDED BY A CHORD THAT BEARS N 45°41'07" W A DISTANCE OF 487.29 FEET TO THE CURVES END; (5) THENCE N 56°26'07" W A DISTANCE OF 770.25 FEET TO A POINT OF CURVATURE, (6) THENCE NORTHWESTERLY 536.83 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1240.24 FEET, A CENTRAL ANGLE OF 24°48'00", SUBTENDED BY A CHORD THAT BEARS N 44°02'07" W A DISTANCE OF 532.65 FEET TO THE CURVES END; (7) THENCE N 31°38'07" W A DISTANCE OF 1189.77 FEET TO A POINT OF CURVATURE; (8) THENCE NORTHWESTERLY 499.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 8561.37 FEET, A CENTRAL ANGLE OF 03°20'30", SUBTENDED BY A CHORD THAT BEARS N 29°57'52" W A DISTANCE OF 499.25 FEET TO THE CURVES END; (9) THENCE N 28°17'37" W A DISTANCE OF 412.48 FEET TO A POINT OF CURVATURE; (10) THENCE NORTHWESTERLY 276.93 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2324.83 FEET, A CENTRAL ANGLE OF 06°49'30", SUBTENDED BY A CHORD THAT BEARS N 31°42'22" W A DISTANCE OF 276.77 FEET TO THE CURVES END; (11) THENCE N 35°07'07" W A DISTANCE OF 772.16 FEET TO A POINT OF CURVATURE; (12) THENCE NORTHWESTERLY 465.15 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 4264.18 FEET, A CENTRAL ANGLE OF 06°15'00". SUBTENDED BY A CHORD THAT BEARS N 31°59'37" W A DISTANCE OF 464.92 FEET TO THE CURVES END; (13) THENCE N 28°52'07" W A DISTANCE OF 745.30 FEET TO A POINT OF CURVATURE; (14) THENCE NORTHWESTERLY 826.73 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2897.79 FEET, A CENTRAL ANGLE OF 16°27'47", SUBTENDED BY A CHORD THAT BEARS N 37°02'31" W A DISTANCE OF 823.93 FEET TO THE CURVES END; (15) THENCE N 45°07'07" A DISTANCE OF 238.12 FEET; THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SARATOGA SPRINGS NO. 8 THE FOLLOWING 12 COURSES AND DISTANCES; (1) N 45°00'42" E A DISTANCE OF 333.13 FEET TO A POINT OF CURVATURE TO THE LEFT; (2) THENCE NORTHEASTERLY 373.05 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 540.00 FEET, A CENTRAL ANGLE OF 39°34'56", SUBTENDED BY A CHORD THAT BEARS N 25°13'13" E A DISTANCE OF 365.68 FEET TO THE CURVES END; (3) THENCE N 03°31'45" A DISTANCE OF 60.33 FEET TO A POINT OF CURVATURE TO THE RIGHT; (4) THENCE NORTHEASTERLY 586.76 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 297.00 FEET, A CENTRAL ANGLE OF 113°11'48", SUBTENDED BY A CHORD THAT BEARS N 62°01'36" E A DISTANCE OF 495.89 FEET TO THE CURVES END; (5) THENCE S 61°22'32" E A DISTANCE OF 133.27 FEET; (6) THENCE N 28°37'28" E A DISTANCE OF 76.00 FEET; (7) THENCE N 61°22'32" W A DISTANCE OF 133.27 FEET TO A POINT OF CURVATURE

TO THE LEFT; (8) THENCE NORTHWESTERLY 173.95 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 373.00 FEET, A CENTRAL ANGLE OF 26°43'10" SUBTENDED BY A CHORD THAT BEARS N 74°44'07" W A DISTANCE OF 172.37 FEET TO A POINT OF REVERSE CURVATURE; (9) THENCE NORTHWESTERLY 28.99 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 83°02'35", SUBTENDED BY A CHORD THAT BEARS N 46°34'25" W A DISTANCE OF 26.52 FEET TO A POINT OF REVERSE CURVATURE; (10) THENCE NORTHWESTERLY 102.12 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 364.91 FEET, A CENTRAL ANGLE OF 16°02'05", SUBTENDED BY A CHORD THAT BEARS N 13°04'09" W A DISTANCE OF 101.79 FEET TO THE CURVES END; (11) THENCE N 68°54'48" E A DISTANCE OF 150.48 FEET (12) THENCE N 18°37'20" W A DISTANCE OF 151.04 FEET; THENCE N 39°02'45" W A DISTANCE OF 130.03 FEET TO A POINT ON A STIPULATION AND COMPROMISE LINE WITH THE STATE OF UTAH; THENCE ALONG SAID COMPROMISE LINE THE FOLLOWING 22 COURSES AND DISTANCES. (1) S 76°50'35" E A DISTANCE OF 260.74 FEET TO THE APPROXIMATE CENTERLINE OF AN EXISTING CANAL; (2) THENCE CONTINUING ALONG THE APPROXIMATE CENTERLINE OF CANAL S 58°40'50" E A DISTANCE OF 2071.9 FEET, (3) THENCE S 47°44'15" E A DISTANCE OF 681.01 FEET; (4) THENCE S 24°26'38" E A DISTANCE OF 543.74 FEET. (5) THENCE S 04°33'01" E A DISTANCE OF 289.91 FEET; (6) THENCE S 34°36'14" E A DISTANCE OF 278.22 FEET; (7) THENCE S 38°01'08" E A DISTANCE OF 418.88 FEET; (8) THENCE S 07°33'33" E A DISTANCE OF 212.85 FEET; (9) THENCE S 28°31'07" E A DISTANCE OF 249.24 FEET; (10) THENCE S 03°56'43" E A DISTANCE OF 29.07 FEET, (11) THENCE S 09°20'47" W A DISTANCE OF 406.40 FEET; (12) THENCE S 03°16'30" E A DISTANCE OF 367.60 FEET; (13) THENCE S 06°42'35" E A DISTANCE OF 256.76 FEET; (14) THENCE S 13°41'02" E A DISTANCE OF 118.36 FEET; (15) THENCE S 44°11'30" E A DISTANCE OF 801.94 FEET; (16) THENCE S 38°15'09" E A DISTANCE OF 439.33 FEET. (17) THENCE S 44°44'47" E A DISTANCE OF 639.23 FEET; (18) THENCE S 49°58'11" E A DISTANCE OF 783.59 FEET; (19) THENCE S 37°45'47" E A DISTANCE OF 269.43 FEET; (20) THENCE S 22°55'06" E A DISTANCE OF 590.62 FEET; (21) THENCE S 28°15'56" E A DISTANCE OF 663.06 FEET; (22) THENCE S 40°15'52" E A DISTANCE OF 264.60 FEET; THENCE LEAVING SAID APPROXIMATE CANAL CENTERLINE, S 00°09'24" W A DISTANCE OF 934.74 FEET TO THE POINT OF BEGINNING CONTAINING 440.62 ACRES, MORE OR LESS.



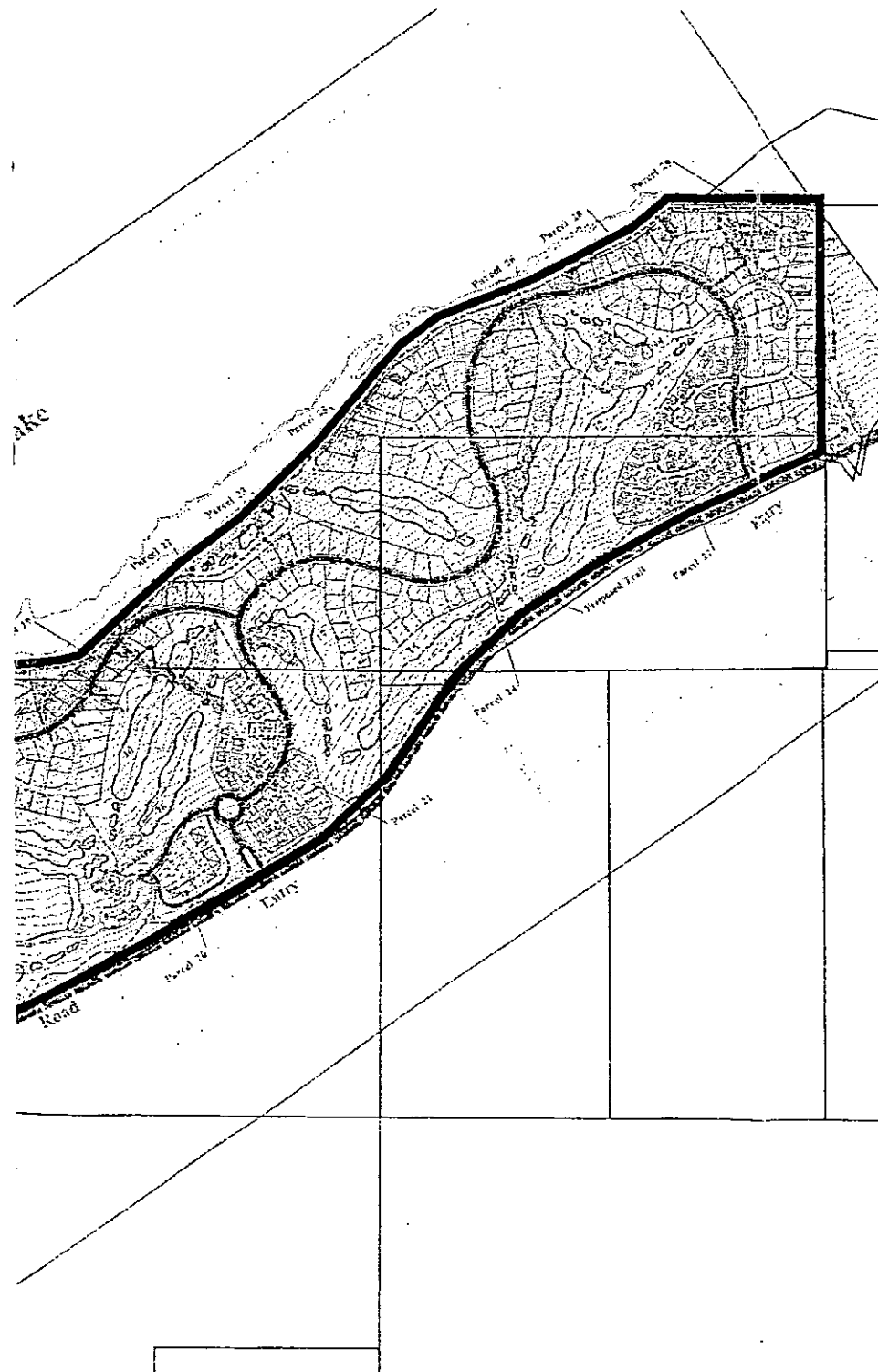
# Saratoga Springs Developm

ENT 39309:2013 PG 17 of 46



# ment Phase 3 Boundary Map

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Scale 1" = 500'

When Recorded Return to:  
Saratoga Springs Development, LLC  
P.O. Box 35  
Lehi, UT 84043

**QUIT CLAIM DEED**

Utah Lake Distributing Company, a Utah Corporation, GRANTOR, hereby quit claims to Saratoga Springs Development, LLC, a Utah Limited Liability Company, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any and all interests owned by GRANTOR in the following described tract of land in Utah County, State of Utah:

**See Exhibit "A" Attached.**

WITNESS, the hand of GRANTOR this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Utah        }  
                              :ss.  
County of Utah     }

On the \_\_\_\_ day of \_\_\_\_\_, 2000, \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_ personally appeared before me and duly acknowledged that he/she,  
having been duly authorized by GRANTOR, executed the foregoing instrument on behalf of  
GRANTOR for the purposes stated therein.

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

## EXHIBIT A

THE UTAH LAKE DISTRIBUTING COMPANY CANAL RIGHT OF WAY LOCATED WITHIN  
THE FOLLOWING DESCRIBED PARCELS:

BEGINNING AT THE WEST  $\frac{1}{4}$  CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH  $01^{\circ}16'48''$  EAST ALONG THE SECTION LINE 1770.23 FEET TO THE NORTHERLY LINE OF A UTAH COUNTY ROAD KNOWN AS CLAY PIT ROAD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) CALLS: NORTH  $53^{\circ}44'29''$  EAST 229.24 FEET; ALONG THE ARC OF A 1377.21 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 461.16 FEET, THROUGH A CENTRAL ANGLE OF  $19^{\circ}11'08''$ , THE CHORD OF WHICH BEARS NORTH  $64^{\circ}41'11''$  EAST 459.01 FEET; NORTH  $74^{\circ}16'45''$  EAST 370.22 FEET; NORTH  $83^{\circ}41'30''$  EAST 397.16 FEET; NORTH  $88^{\circ}11'25''$  EAST 599.35 FEET; NORTH  $85^{\circ}41'30''$  EAST 408.53 FEET; NORTH  $67^{\circ}41'30''$  EAST 336.26 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE NORTH  $02^{\circ}03'07''$  WEST ALONG SAID WESTERLY RIGHT OF WAY 377.80 FEET; THENCE WEST 762.81 FEET; THENCE NORTH 411.20 FEET; THENCE WEST 22.67 FEET; THENCE NORTH 348.09 FEET; NORTH  $89^{\circ}34'13''$  WEST 556.55 FEET; THENCE SOUTH  $89^{\circ}22'30''$  WEST 118.07 FEET; THENCE SOUTH  $77^{\circ}53'30''$  WEST 328.70 FEET; THENCE NORTH  $48^{\circ}24'30''$  WEST 62.62 FEET TO THE  $\frac{1}{4}$  SECTION LINE; THENCE NORTH  $89^{\circ}48'45''$  WEST ALONG SAID  $\frac{1}{4}$  SECTION LINE 865.50 FEET TO THE POINT OF BEGINNING.

AREA = 70.525 ACRES

BEGINNING AT THE SOUTH  $\frac{1}{4}$  CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT BASE AND MERIDIAN; THENCE NORTH  $89^{\circ}42'23''$  WEST ALONG THE SECTION LINE 358.90 FEET; THENCE NORTH  $46^{\circ}15'00''$  WEST 591.92 FEET; THENCE NORTH  $04^{\circ}49'00''$  WEST 441.72 FEET; THENCE NORTH  $85^{\circ}39'06''$  EAST 904.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A 1074.74 FOOT RADIUS CURVE TO THE LEFT 230.44 FEET THROUGH A CENTRAL ANGLE OF  $12^{\circ}17'07''$ , THE CHORD OF WHICH BEARS SOUTH  $38^{\circ}58'36''$  EAST 230.00 FEET; THENCE SOUTH  $45^{\circ}07'07''$  EAST ALONG SAID RIGHT OF WAY 1012.67 FEET TO THE SOUTH LINE OF SAID SECTION 35; THENCE NORTH  $89^{\circ}47'33''$  WEST ALONG SAID SECTION LINE 942.67 FEET TO THE POINT OF BEGINNING.

AREA = 23.689 ACRES

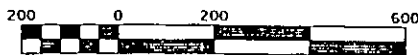
WEST 1/4 CORNER SECTION 35  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
P.O.B. MIDDLE PARCEL

MIDDLE PARCEL  
AREA = 70.525 ACRES

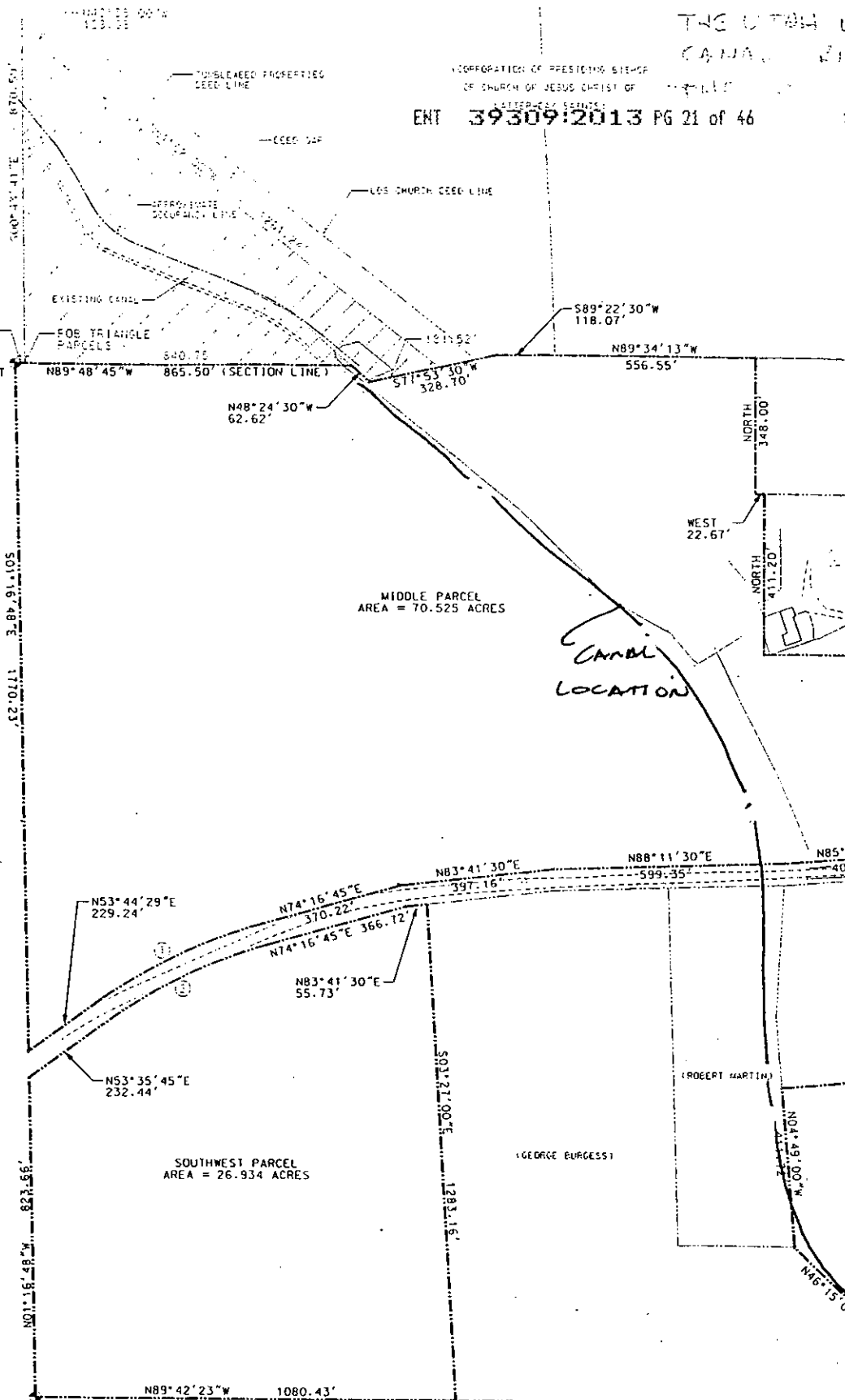
SOUTHWEST PARCEL  
AREA = 26.934 ACRES

SOUTHWEST CORNER SECTION 35  
TOWNSHIP 5 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN  
P.O.B. SOUTHWEST PARCEL

(THEODORE B. MANAS)



Scale 1" = 200 ft



**RB&G  
ENGINEERING  
INC.**

1435 WEST 820 NORTH  
PROVO, UTAH 84601-1343  
801 374-5771 PROVO  
801 521-5771 SALT LAKE CITY

NO.	DATE	REVISION	BY	DATE

DESIGNED BY: BARRY JENSEN  
DRAWN BY: BARRY JENSEN  
CHECKED BY:  
SCALE: 1" = 200'  
VERT. 1" = 200'  
DATE: 15 APRIL 1992

SARA

ALICE DISTRIBUTION COMPANY  
 6111 W. 1200 S. CANTON, UTAH

**MIDDLE PARCEL DESCRIPTION**

BEGINNING AT THE WEST 1/4 CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 01°16'48" EAST ALONG THE SECTION LINE 1770.23 FEET TO THE NORTHERLY LINE OF A UTAH COUNTY ROAD KNOWN AS CLAY PIT ROAD; THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING SEVEN (7) CALLS: NORTH 53°41'30" EAST 229.34 FEET; ALONG THE ARC OF A 1377.21 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 451.16 FEET, THROUGH A CENTRAL ANGLE OF 19°11'08", THE CHORD OF WHICH BEARS NORTH 24°41'11" EAST 459.01 FEET; NORTH 74°16'45" EAST 370.22 FEET; NORTH 83°41'30" EAST 297.16 FEET; NORTH 89°42'23" EAST 599.25 FEET; NORTH 85°41'30" EAST 408.55 FEET; NORTH 61°41'30" EAST 336.26 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE NORTH 02°03'07" WEST ALONG SAID WESTERLY RIGHT OF WAY 377.80 FEET; THENCE WEST 762.81 FEET; THENCE NORTH 41°00'00" FEET; THENCE WEST 30.67 FEET; THENCE NORTH 249.09 FEET; NORTH 89°34'13" WEST 256.56 FEET; THENCE SOUTH 89°22'30" WEST 118.07 FEET; THENCE SOUTH 77°53'30" WEST 320.75 FEET; THENCE NORTH 48°24'30" WEST 60.42 FEET TO THE 1/4 SECTION LINE; THENCE NORTH 69°48'45" WEST ALONG SAID 1/4 SECTION LINE 568.50 FEET TO THE POINT OF BEGINNING.

AREA = 70.555 ACRES

**SOUTHWEST PARCEL DESCRIPTION**

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°16'48" WEST ALONG THE SECTION LINE 823.66 FEET TO THE SOUTHERLY LINE OF A UTAH COUNTY ROAD KNOWN AS CLAY PIT ROAD; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING FOUR (4) CALLS: NORTH 53°35'45" EAST 330.44 FEET; ALONG THE ARC OF A 1321.21 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 476.95 FEET, THROUGH A CENTRAL ANGLE OF 20°41'00", THE CHORD OF WHICH BEARS NORTH 63°56'15" EAST 474.36 FEET; NORTH 74°16'45" EAST 356.72 FEET; NORTH 83°41'30" EAST 55.73 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 03°27'00" EAST 1283.16 FEET TO THE SOUTH SECTION OF SAID SECTION 35; THENCE NORTH 89°42'23" WEST ALONG SAID SECTION LINE 1080.43 FEET TO THE POINT OF BEGINNING.

AREA = 26.934 ACRES

**SOUTHEAST PARCEL DESCRIPTION**

BEGINNING AT THE SOUTH 1/4 CORNER OF SECTION 35, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°42'23" WEST ALONG THE SECTION LINE 358.90 FEET; THENCE NORTH 46°15'00" WEST 591.92 FEET; THENCE NORTH 04°49'00" WEST 441.72 FEET; THENCE NORTH 85°39'06" EAST 904.10 FEET TO THE WESTERLY RIGHT OF WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A 1074.74 FOOT RADIUS CURVE TO THE LEFT 230.44 FEET THROUGH A CENTRAL ANGLE OF 12°17'07", THE CHORD OF WHICH BEARS SOUTH 36°55'36" EAST 230.00 FEET; THENCE SOUTH 45°07'07" EAST ALONG SAID RIGHT OF WAY 1012.67 FEET TO THE SOUTH LINE OF SAID SECTION 35; THENCE NORTH 89°47'33" WEST ALONG SAID SECTION LINE 840.67 FEET TO THE POINT OF BEGINNING.

AREA = 23.689 ACRES

**TRIANGLE PARCELS**

**TOTAL BOUNDARY DESCRIPTION**

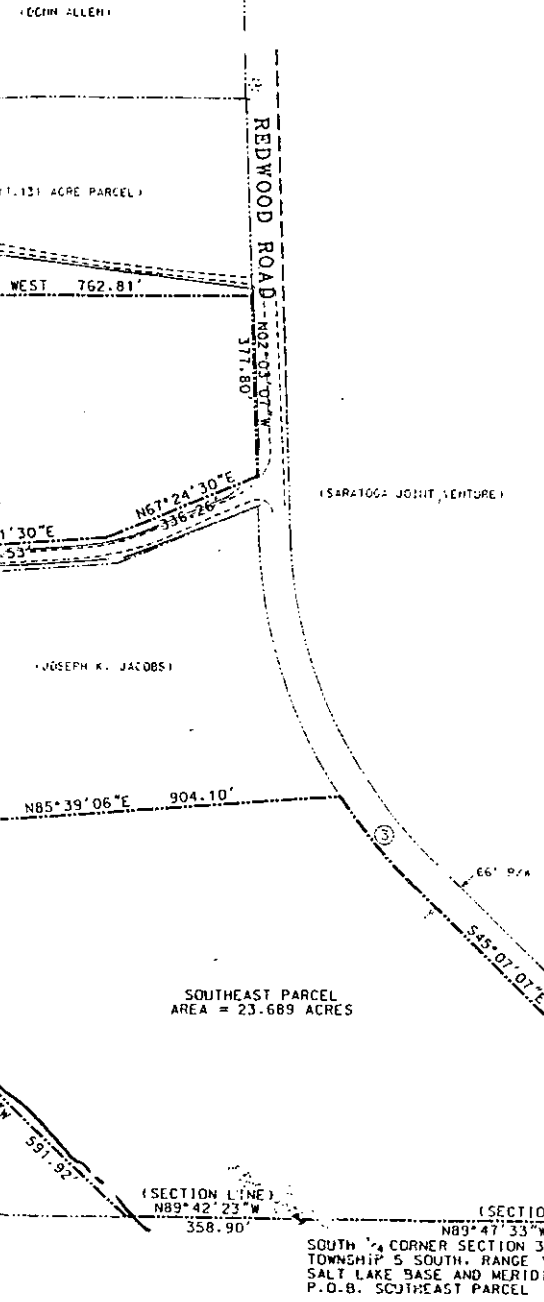
Beginning at a point which is South 89°48'45" East along the 1/4 Section Line 24.75 feet from the west 1/4 corner of Section 35, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°48'45" East along said section line 840.75 feet; thence South 48°24'30" East along a boundary agreement line (Entry: 90036, Book: 3318 and Page 529, Utah County) 60.62 feet; thence North 77°53'30" East along said boundary agreement line 131.52 feet; thence North 51°52'00" West 1261.24 feet; thence North 46°38'00" West 129.06 feet to a point on a line which is 24.75 feet east of and parallel to the west section line of said Section 35; thence South 00°43'41" East along said line 870.59 feet to the point of beginning.

Area = 10.356 Acres (See hatched area.)

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CURVE DATA					
NO.	DELTA	RADIUS	LENGTH	CHORD	BEARING
1	19°11'08"	1377.21	451.16	453.01	N64°41'11"E
2	20°41'00"	1321.21	476.95	474.36	N63°56'15"E
3	12°17'07"	1074.74	230.44	230.00	S36°55'36"E

DRAWN FROM PARCELS:



When Recorded Return to:  
Saratoga Springs Development, LLC  
P.O. Box 35  
Lehi, UT 84043

**QUIT CLAIM DEED**

**Utah Lake Distributing Company**, a Utah Corporation, GRANTOR, hereby quit claims to **Wardley/McLachlan, LLC**, a Utah Limited Liability Company, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, any and all interests owned by GRANTOR in the following described tract of land in Utah County, State of Utah:

**See Exhibit "A" Attached.**

WITNESS, the hand of GRANTOR this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Utah        }  
                              :ss.  
County of Utah     }

On the \_\_\_\_ day of \_\_\_\_\_, 2000, \_\_\_\_\_ and \_\_\_\_\_ personally appeared before me and duly acknowledged that he/she, having been duly authorized by GRANTOR, executed the foregoing instrument on behalf of GRANTOR for the purposes stated therein.

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

# **EXHIBIT B**



After recording, return to

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

## QUIT CLAIM DEED

UTAH LAKE DISTRIBUTING COMPANY, a Utah non-profit corporation, with its principal office at 1156 South State Street, Suite 202, Orem, Utah 84058, County of Utah, State of Utah, Grantor, hereby Quitclaims to the nCORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, at 50 East North Temple, Salt Lake City, Utah 84150, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the following described real property situated in the County of Utah, State of Utah, more particularly described as follows: to-wit:

The South 1518.26 feet of the SE Quarter of Section 27, the NE Quarter of Section 34, and the NW Quarter of Section 35, Township 5 South Range 1 West, Salt Lake Base & Meridian.

(It is the intent of the parties that Grantor convey by this deed to Grantee all of Grantor's interest in that portion of the canal and right-of-way of the Grantor commencing at a point which is 1148.31 feet South and 1155.61 feet West of the East Quarter Corner of Section 27, Township 5 South Range 1 West, Salt Lake Base & Meridian and running thence Southerly along the Canal to a point 822.63 feet East and South 2.75 feet from the West Quarter Corner of Section 35 of Township 5 South Range 1 West, Salt Lake Base & Meridian, as shown by a survey drawing dated May 3, 2000, by Pentacore APG, project 6136.0010 entitled Utah Lake Distribution Company Canal.) (The portion vacated commences at station no. 446 + 68.88 and ends at station no. 498 + 12 on the said survey drawing)

Grantor acquired the subject property from Utah Lake Irrigation Co., a corporation, by a deed recorded July 28, 1953, as entry no. 5810 in the official records of the Utah County Recorder.

The intent of this deed is to convey and abandon any interest of the grantor in the above described right-of-way and canal; it is not the intent of this deed to convey the interest of the Utah Lake Distributing Canal which lies Northerly or Southerly of that portion of the canal right-of-way described herein.

The officer who signs this deed certifies that this deed and the transfer represented thereby are duly authorized by the Board of Directors of the Grantor.

UTAH LAKE DISTRIBUTING COMPANY  
a Utah non-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF UTAH            )  
                                  : ss  
COUNTY OF UTAH        )

On the \_\_\_\_ day of \_\_\_\_\_, 2001, personally appeared before me, SCOTT HOLBROOK, who acknowledged that he executed the foregoing as the President of UTAH LAKE DISTRIBUTING COMPANY, a Utah non-profit corporation.

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

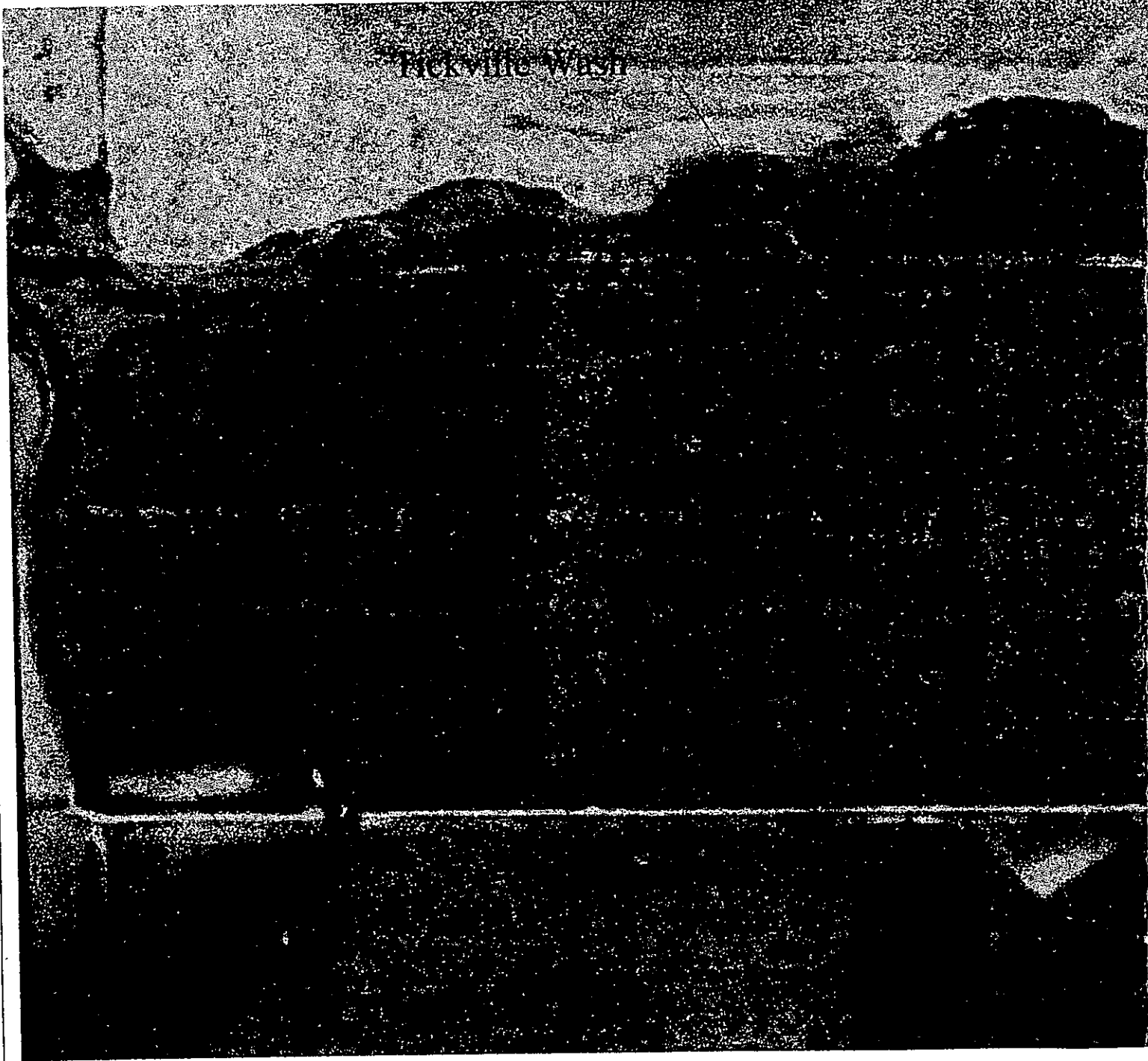


GRAPHIC SCALE



( IN FEET )

HICKVILLE WASH



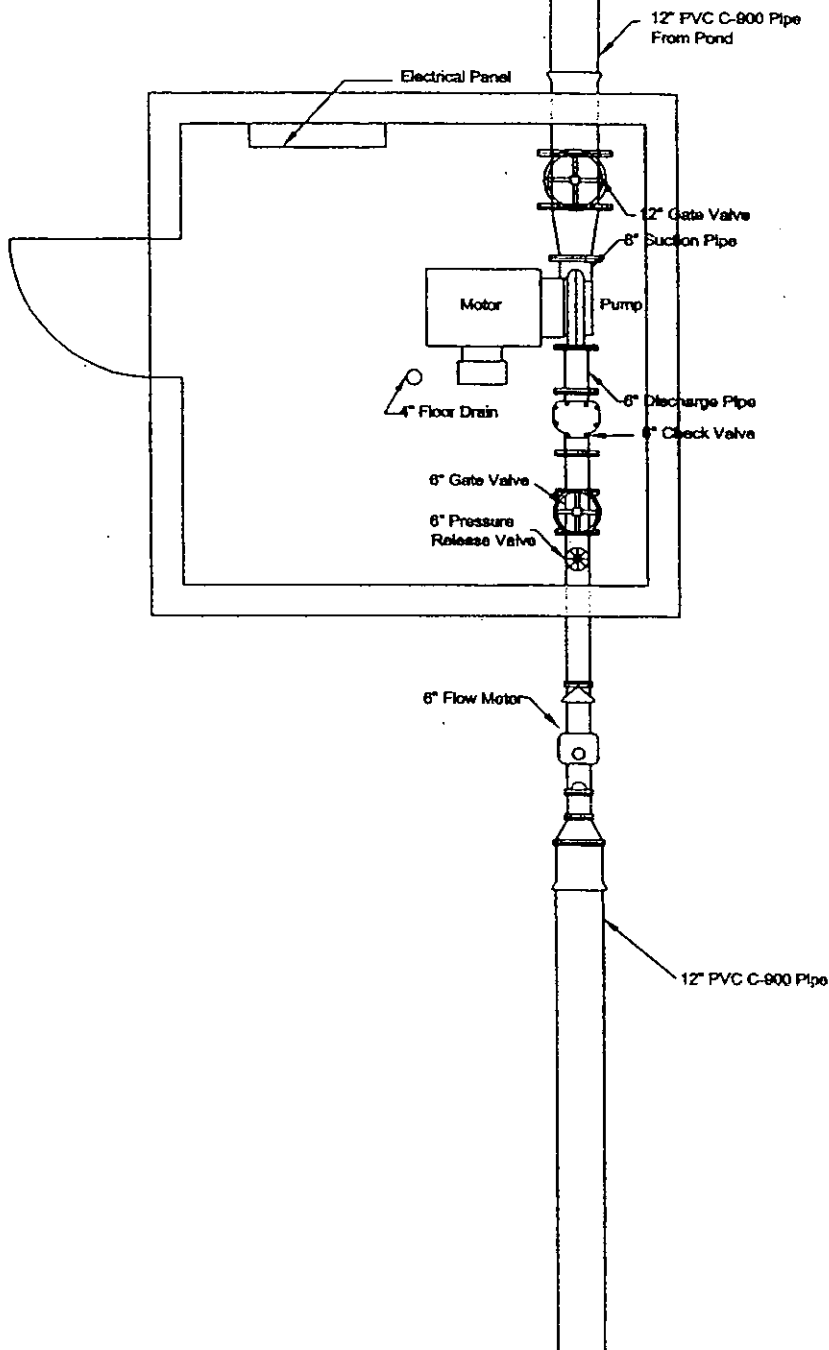
These drawings or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Parsons Engineering Science, Inc.

DESIGNED BY: C. Milroy	DATE: 07/2000			
DRAWN BY: B. Macfield	DATE: 07/2000			
CHECKED BY: R. Cox	DATE: 07/2000			
APPROVED:	DATE:			
CGO FILE:	DATE:			
REV. CGO FILE:	DATE:			
NO.	REVISIONS	BY	DATE	File Name: V\Water\Gwg

PARSONS INFRASTRUCTURE AND TECHNOLOGY  
 PARSONS ENGINEERING SCIENCE  
 406 W South Jordan Pkwy (801) 575-5899  
 Suite 300 Salt Lake City, Utah 84020 FAX (801) 575-8229  
 Office A Principal Office





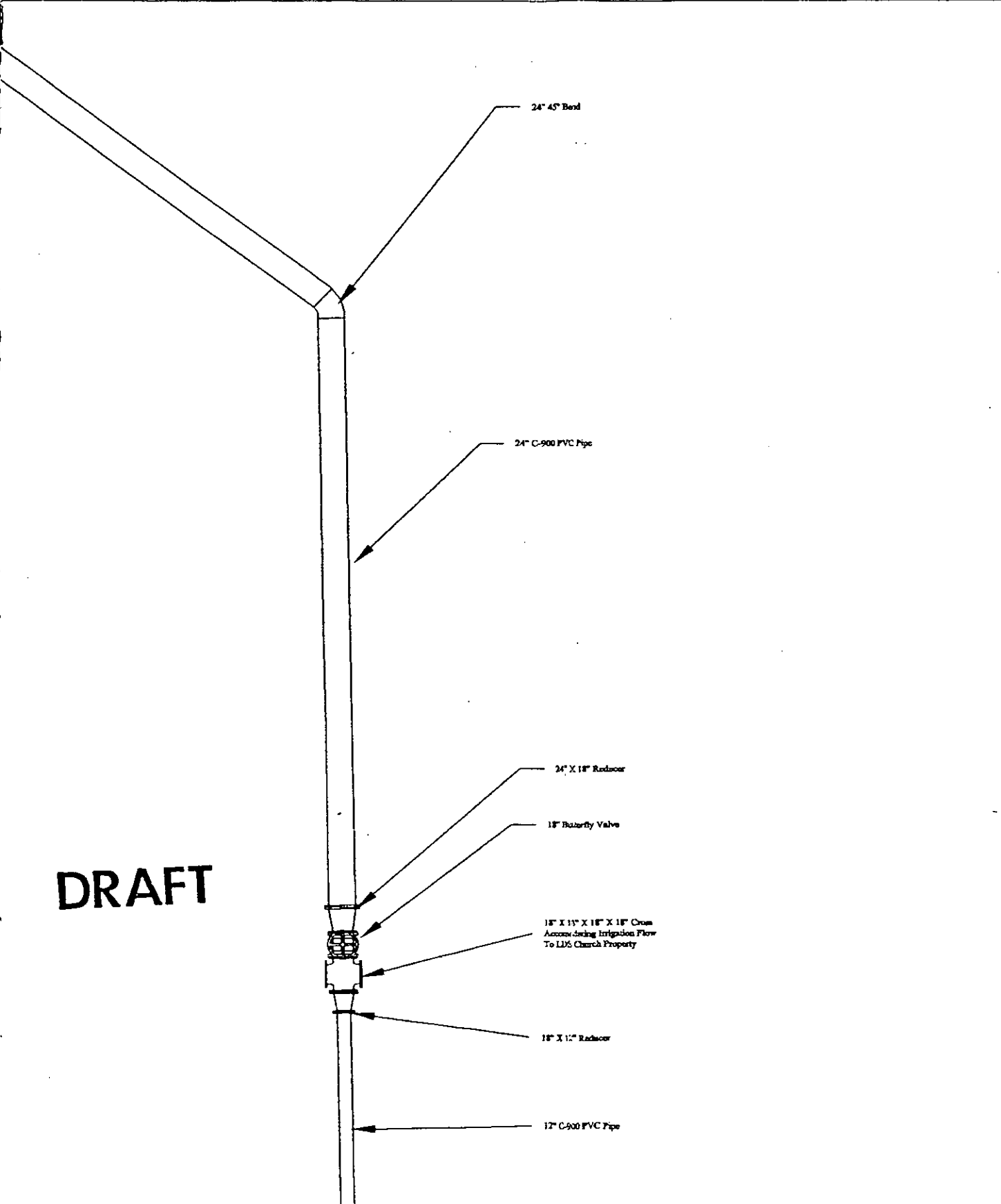


These drawings or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Parsons Engineering Science, Inc.

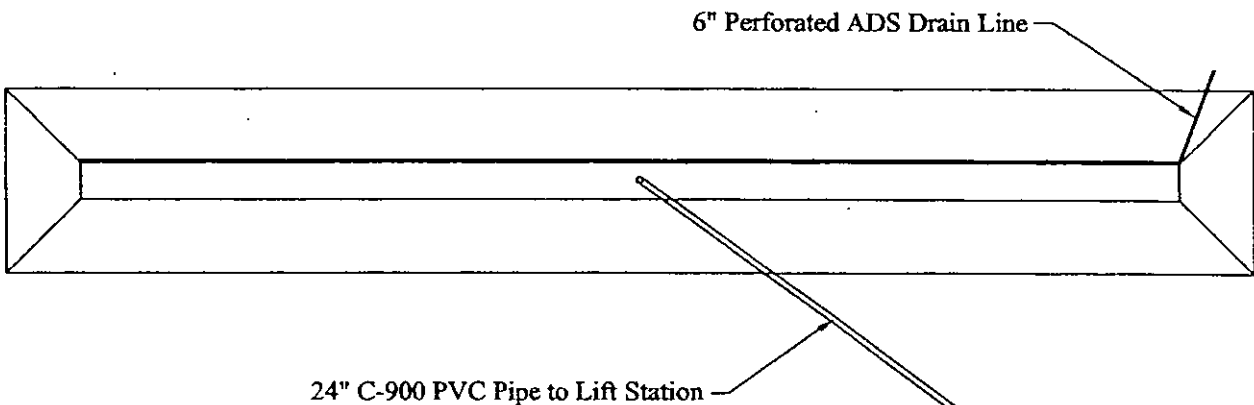
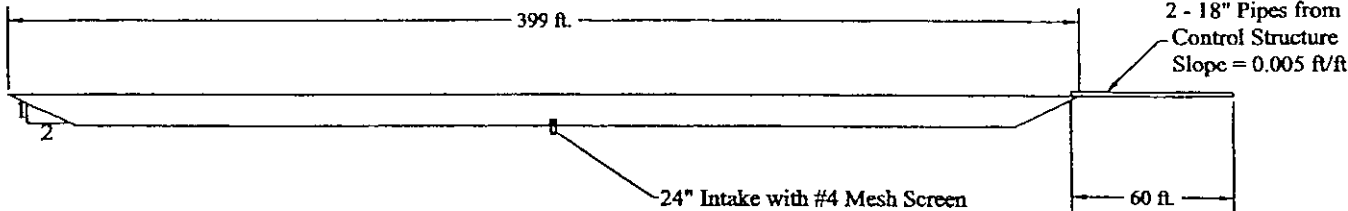
DESIGNED BY: C. Milroy	DATE: 07/2009
DRAWN BY: T. Peay	DATE: 08/2009
CHECKED BY: R. Cox	DATE: 08/2009
APPROVED:	DATE:
CDDO FILE:	DATE:
ENV. CDDO FILE:	DATE:

PARSONS INFRASTRUCTURE AND TECHNOLOGY  
 PARSONS ENGINEERING SCIENCE  
 408 E. South Jordan Pkwy. (101) 572-5800  
 Suite 300 FAX (801) 572-8003  
 South Jordan, Utah 84095 Office in Principal Office





DRAFT

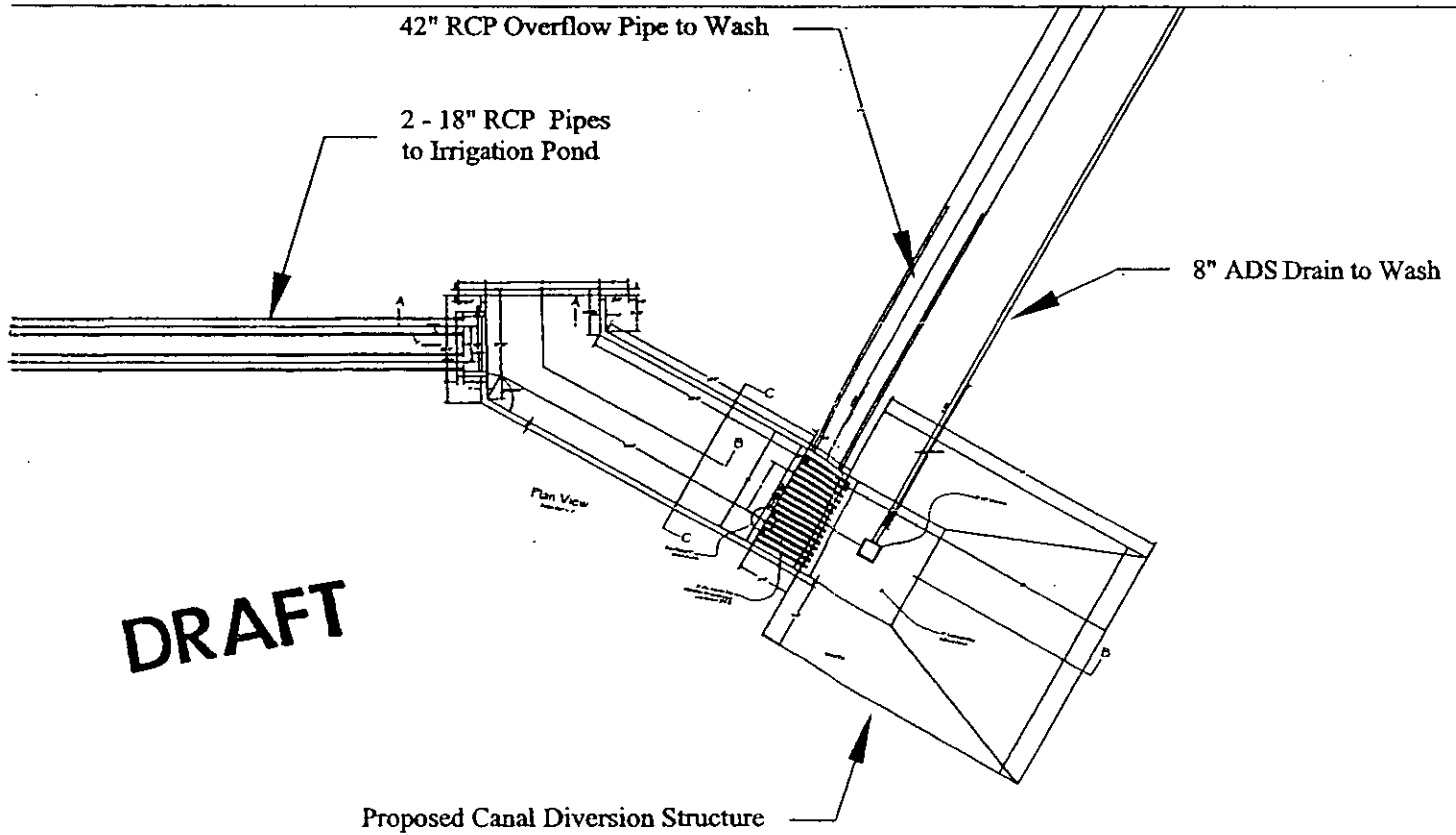
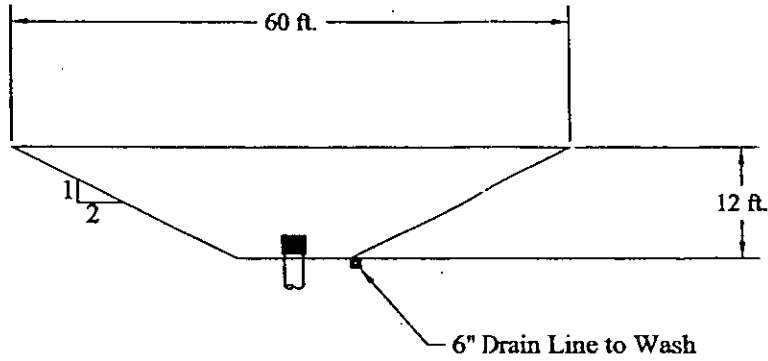


These drawings or any portion thereof, shall not be used on any project or extensions of this project except by agreement in writing with Parsons Infrastructure & Technology, Inc.

DESIGNED BY: C. McKey	DATE: 07/2009
DRAWN BY: T. Pace	DATE: 08/2009
CHECKED BY: J. Cox	DATE: 08/2009
APPROVED:	DATE:
COORD FILE:	DATE:
REV. COORD FILE:	DATE:

PARSONS INFRASTRUCTURE AND TECHNOLOGY  
 PARSONS ENGINEERING SCIENCE  
 408 W. South Jordan Pkwy. (201) 572-3889  
 Suite 300 FAX (801) 572-8000  
 South Jordan, Utah 84095 Office in Principal Cities



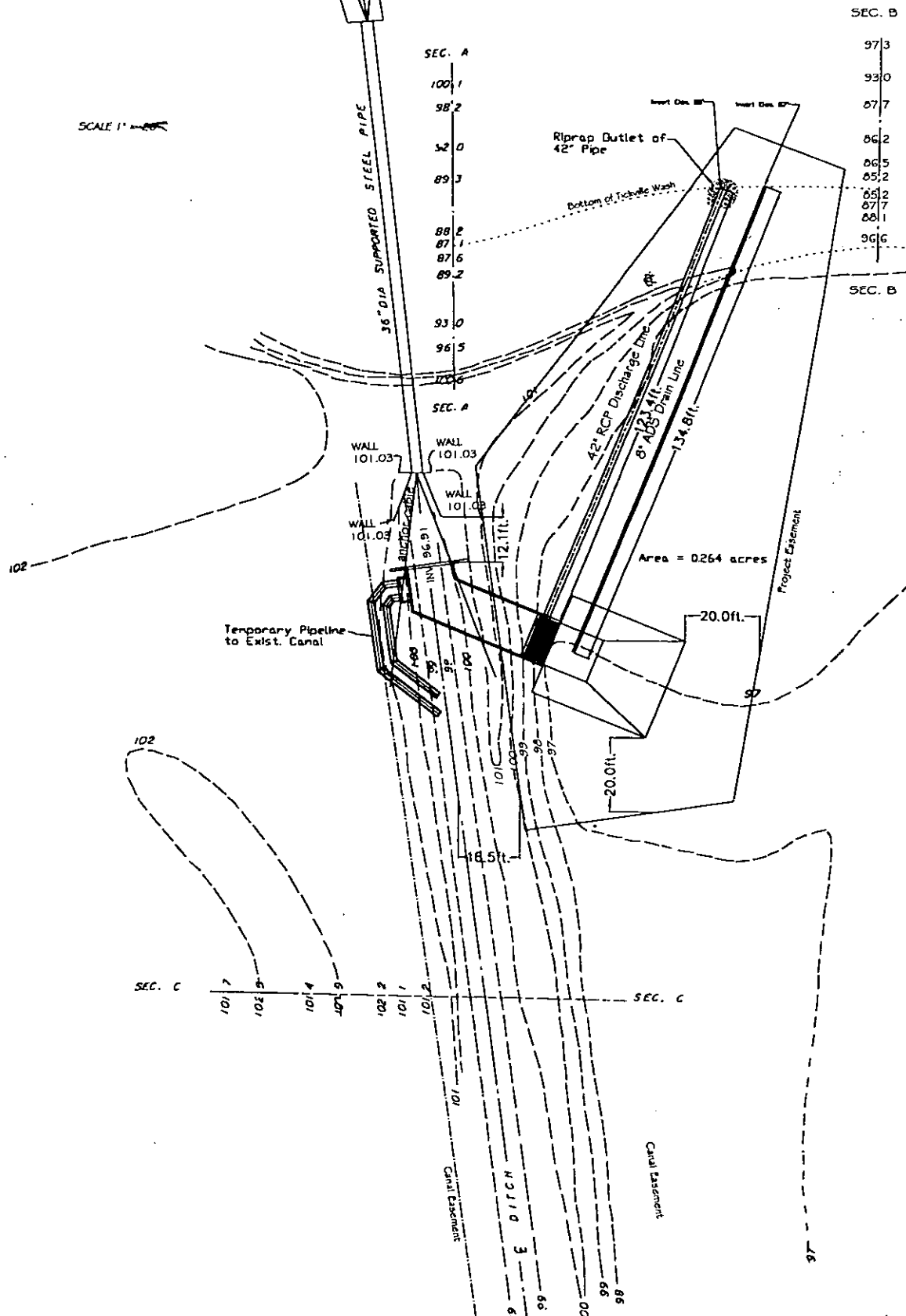


**DRAFT**





SCALE 1" = 20'



Project Number : 732124  
 Designed by: Deren Li  
 Drawn by: Lon M. Franson  
 Checked by: Rick Cox  
 Date: 15 September 1997

PARSONS INFRASTRUCTURE AND TECHNOLOGY  
 PARSONS ENGINEERING SCIENCE



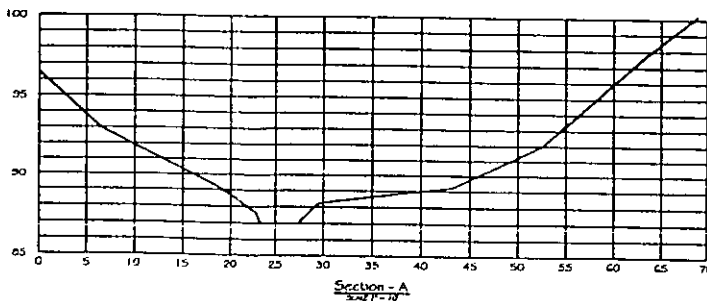
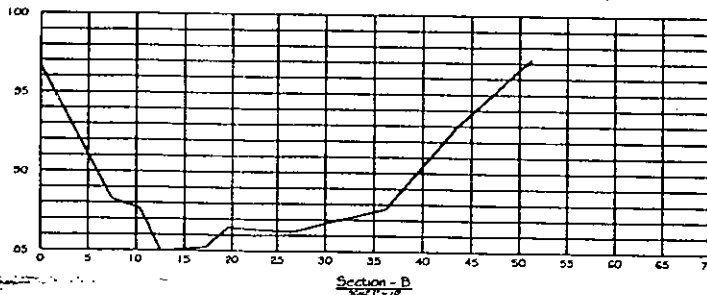
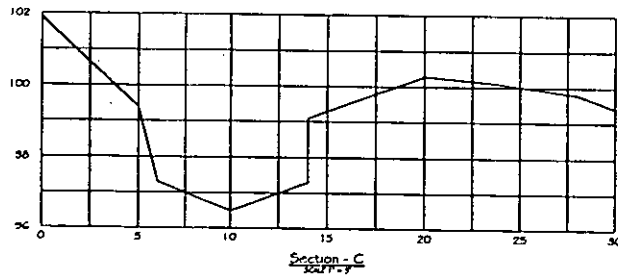
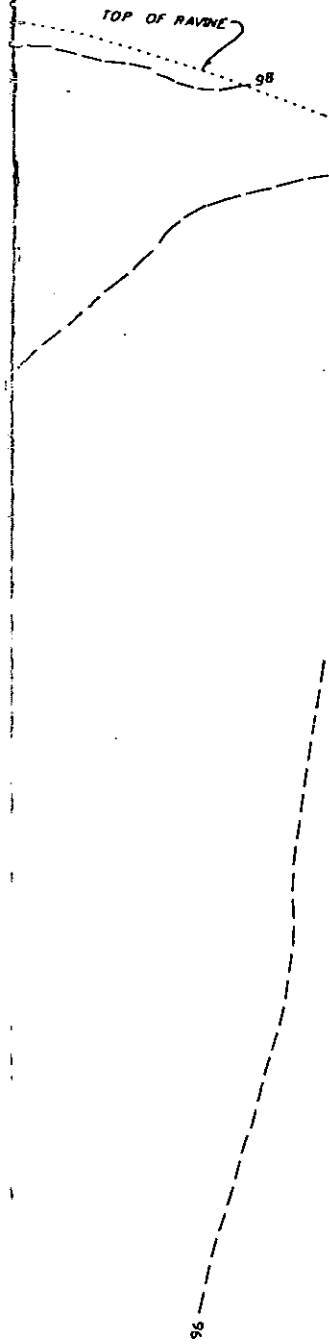
SALT LAKE CITY, UTAH (801) 572-5000

Utah Lake Distr  
 Tickville Wash

LIST OF PLAN SHEETS

- Sheet 1 Site Plan
- Sheet 2 3-D Plan
- Sheet 3 Plan View + Detail D
- Sheet 4 Profile Views + Cross Sections
- Sheet 5 Weed Screen on HW68

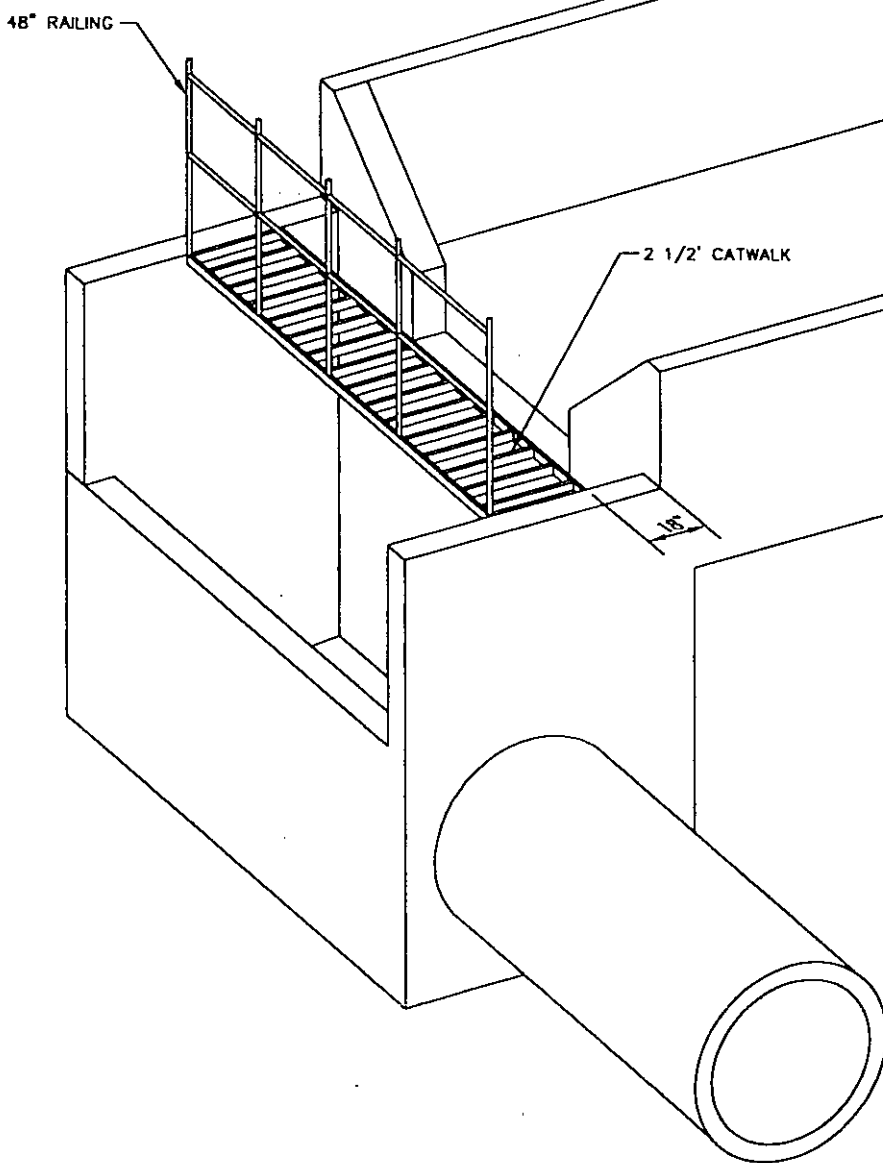
ENT 39309:2013 PG 34 of 46



buting Canal  
Wasteway

Site Plan  
Cross Sections

No	REVISIONS	BY	DATE	Scale
1	Shift structure upstream, add ToC	RC	9/16/97	1 in. = 20 ft.
2	Adjust easement area to shifting	RC	9/16/97	Figure Number
3	Move gates to west side of structure	RC	3/4/98	
4	Drain line increased to 8"	RC	3/4/98	Page Number
5	Add riprap	RC	3/17/98	1 of 5



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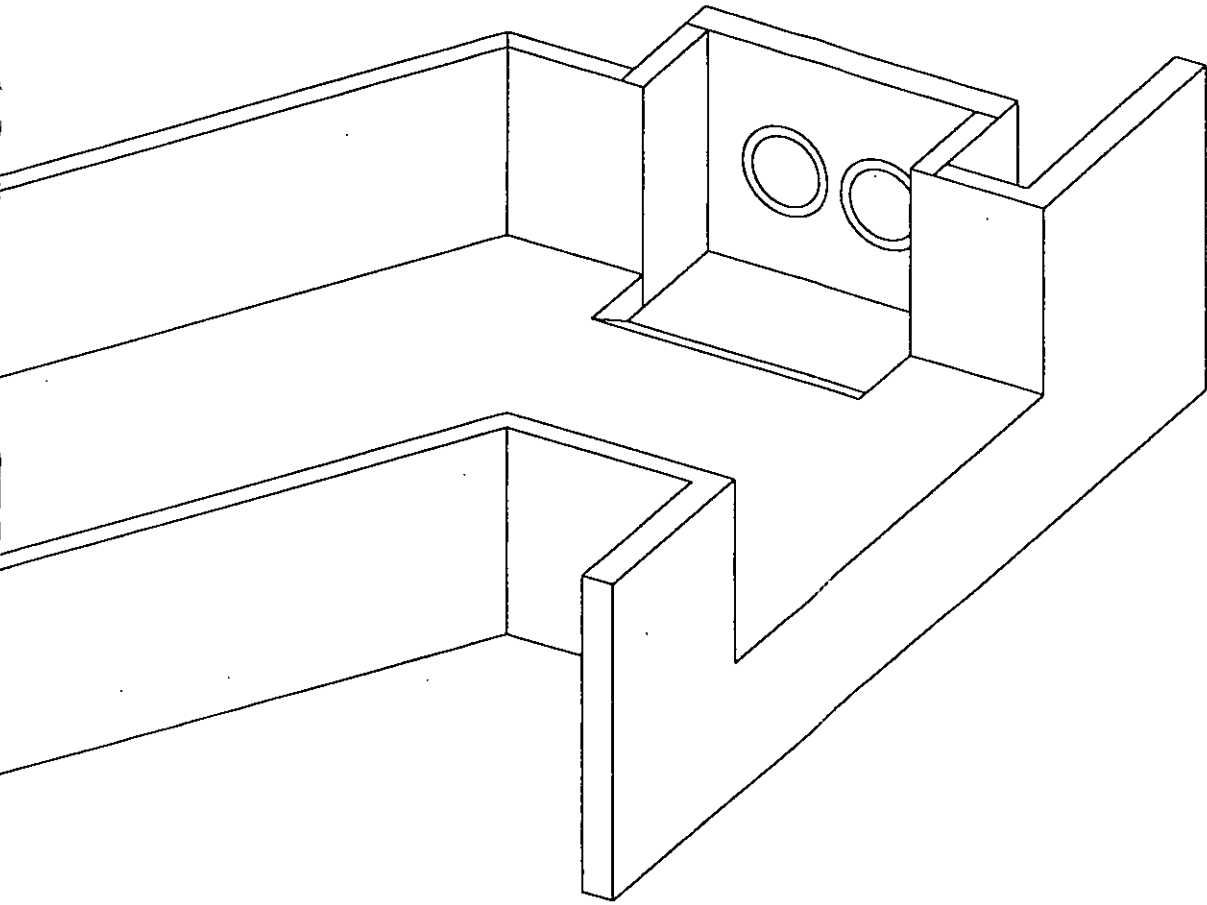
Project Number :	732124
Designed by:	Deren Li
Drawn by:	Lon M. Franson
Checked by:	Rick Cox
Date:	16 September 1997

PARSONS INFRASTRUCTURE AND TECHNOLOGY  
PARSONS ENGINEERING SCIENCE



SALT LAKE CITY, UTAH (801) 572-5895

Utah Lake Distr  
Tickville Wash



buting Canal  
Wasteway

3-D Plan

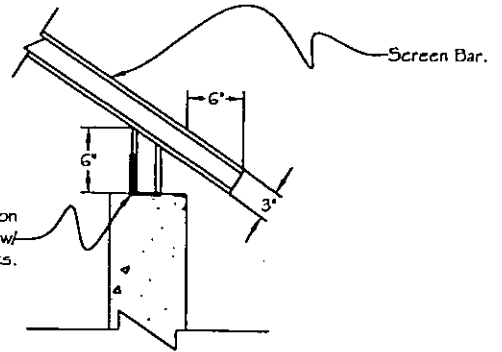
No	REVISIONS	BY	DATE
1	Move gates to west side	RC	3/4/98
2	Add catwalk	RC	3/17/98

Scale  
Not to scale

Figure Number

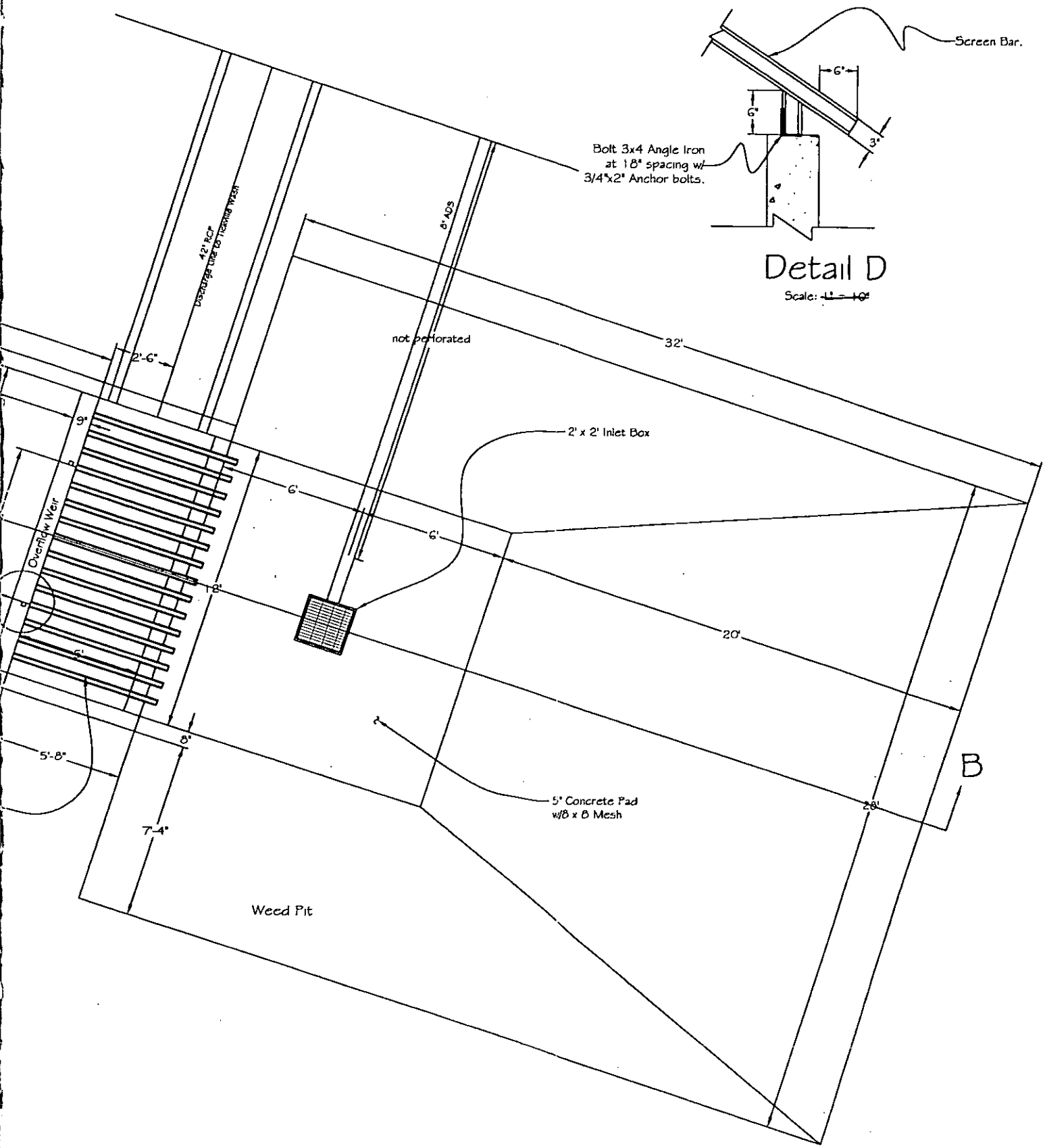
Page Number  
2 of 5





**Detail D**  
Scale: 1" = 10'

Bolt 3x4 Angle Iron  
at 18" spacing w/  
3/4"x2" Anchor bolts.

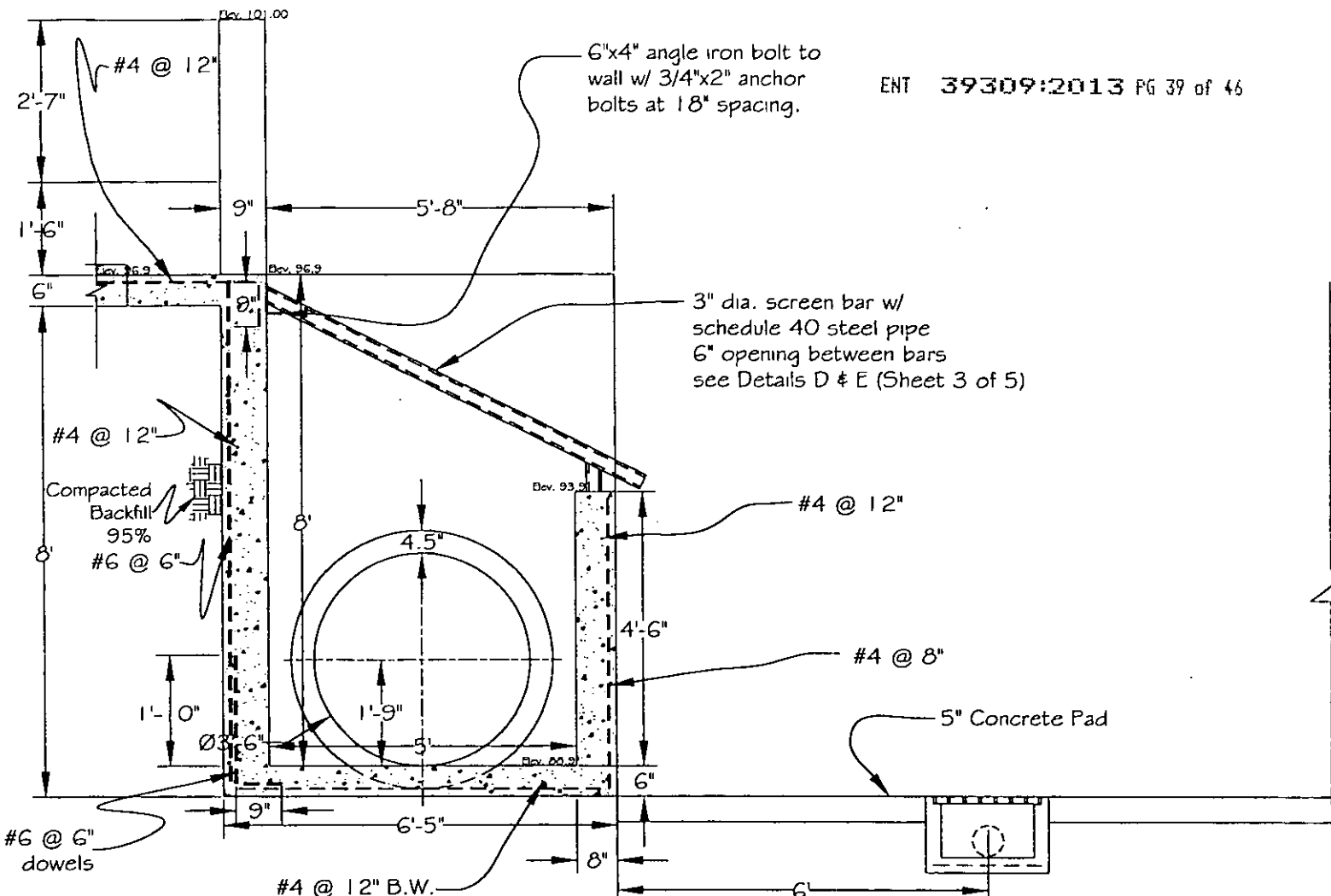


ENT 39309:2013 PG 38 of 46

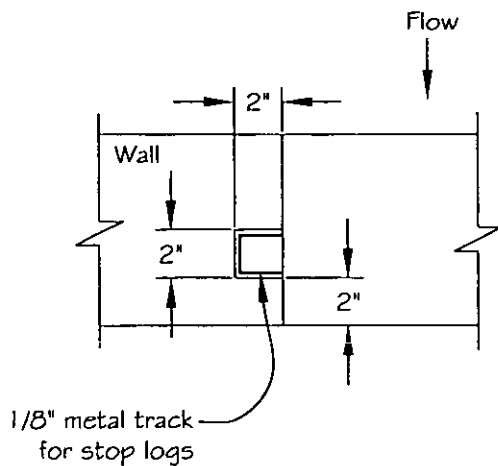
ing Canal  
steway

Plan View  
Details D and E

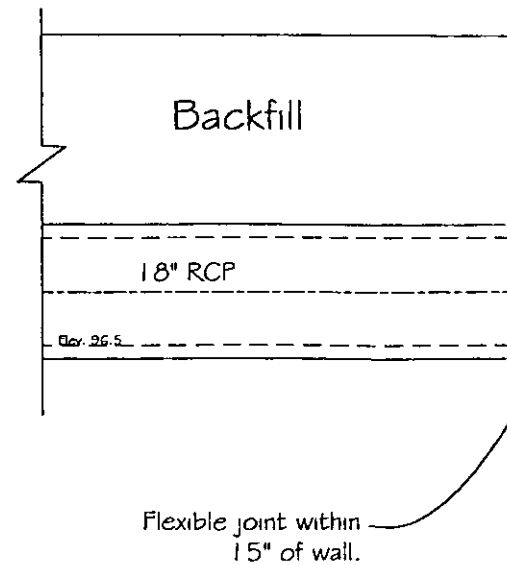
No	REVISIONS	BY	DATE	Scale
1	Move gates to west side of structure	RC	3/4/98	See Details
2	18" RCP replaces 15" RCP	RC	3/4/98	Figure Number
3	Add concrete pad in pit w/inlet box	RC	3/17/98	Page Number
				3 of 5



Cross Section B-B  
Scale: 3/4" = 1'



Detail "F"  
Not to scale



Project Number :	732124
Designed by:	Deren Li
Drawn by:	Lon M. Franson
Checked by:	Rick Cox
Date:	16 September 1997

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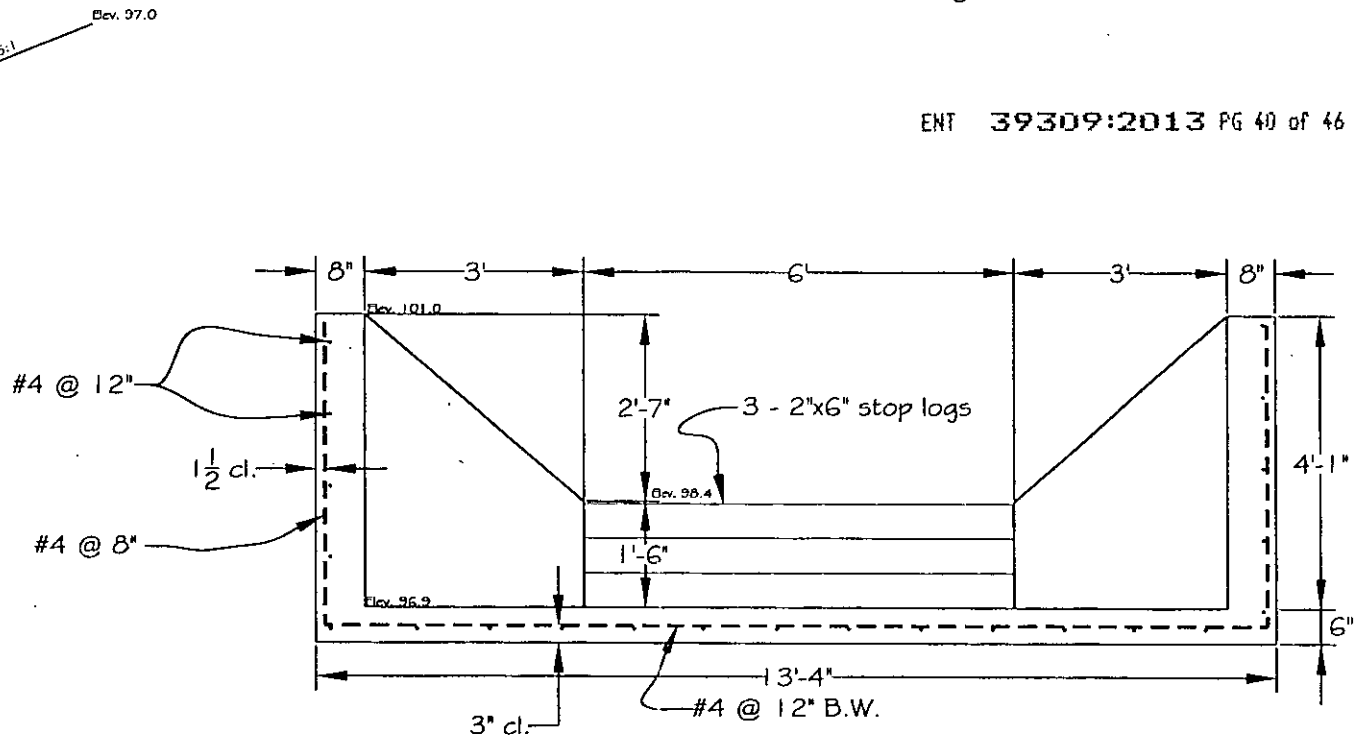
Utah Lake Distributing  
Tickville Wash Waste

NOTES:

1. All concrete to be 4000 psi 28 days strength w/ air entrainment or better. Refer to specifications.

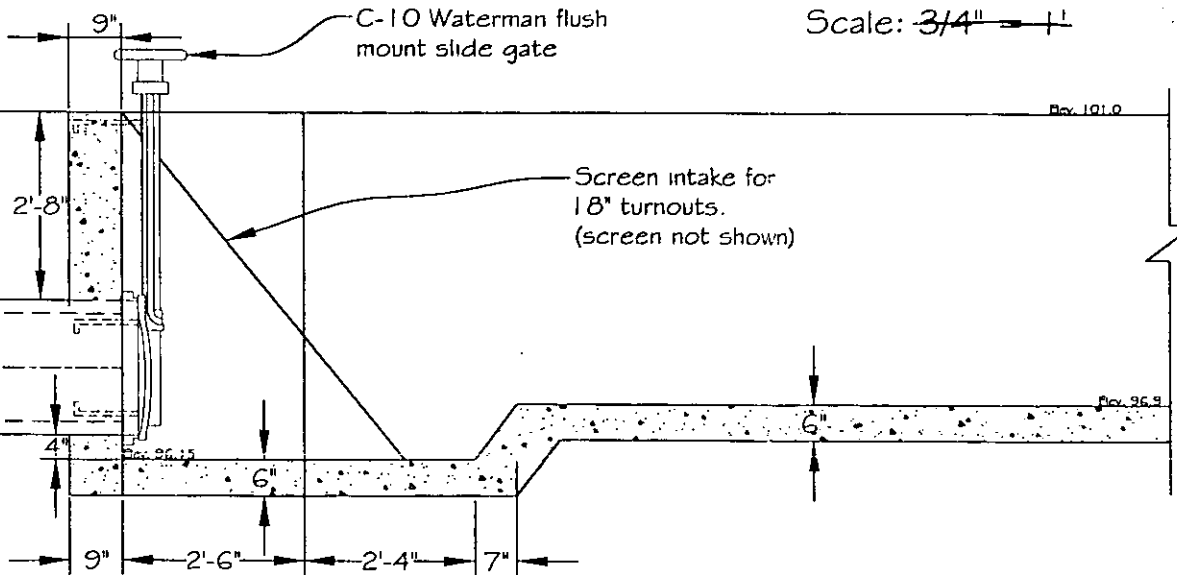
2. All reinforcement to be 60 ksi grade steel.

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Cross Section C-C

Scale: 3/4" = 1'

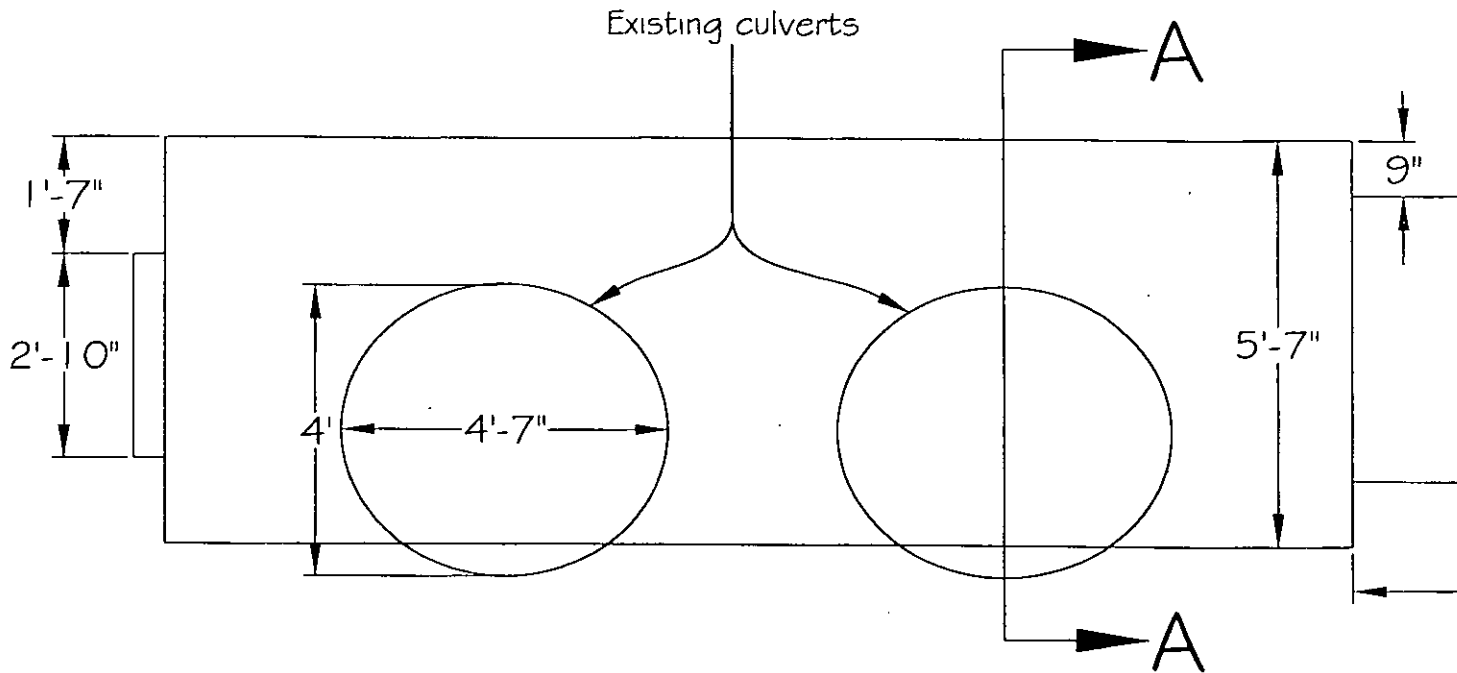


Cross Section A-A

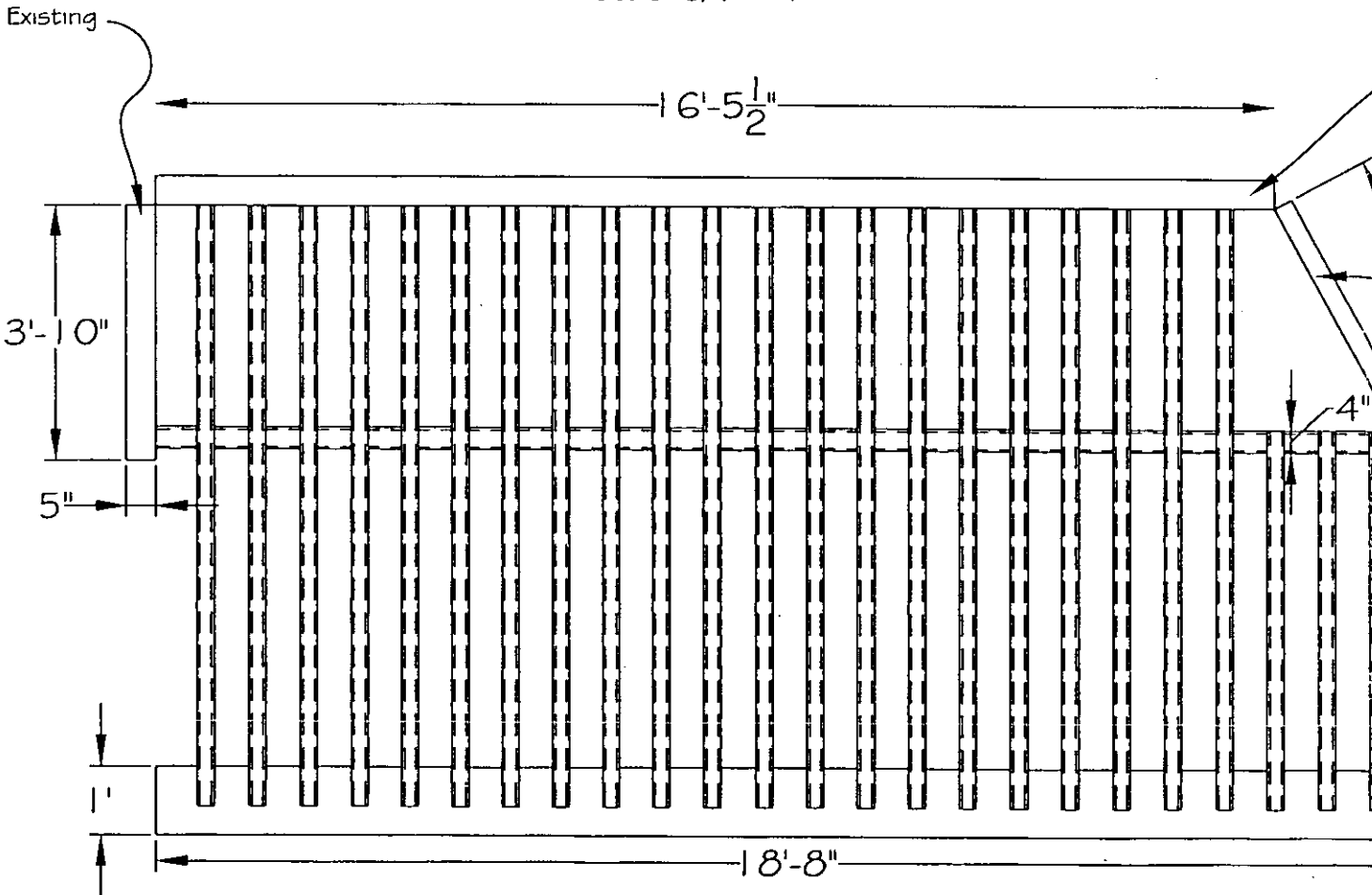
Scale: 3/4" = 1'

Canal way	Profile Views Cross Sections A-A, B-B and C-C	No.	REVISIONS	BY	DATE	Scale
		1	18" RCP replaces 15" RCP	RC	3/4/98	3/4 in. = 1 ft.
		2	Elev. change Sect A-A to 96.15	RC	3/4/98	Figure Number
		3	Lower screen, show gate, add stop logs & add detail "F"	RC	3/17/98	Page Number
					4 of 5	





Front View ENT 39309:2013 PG 41 of 46  
 Scale: 3/4" = 1'



Top View  
 Scale: 3/4" = 1'

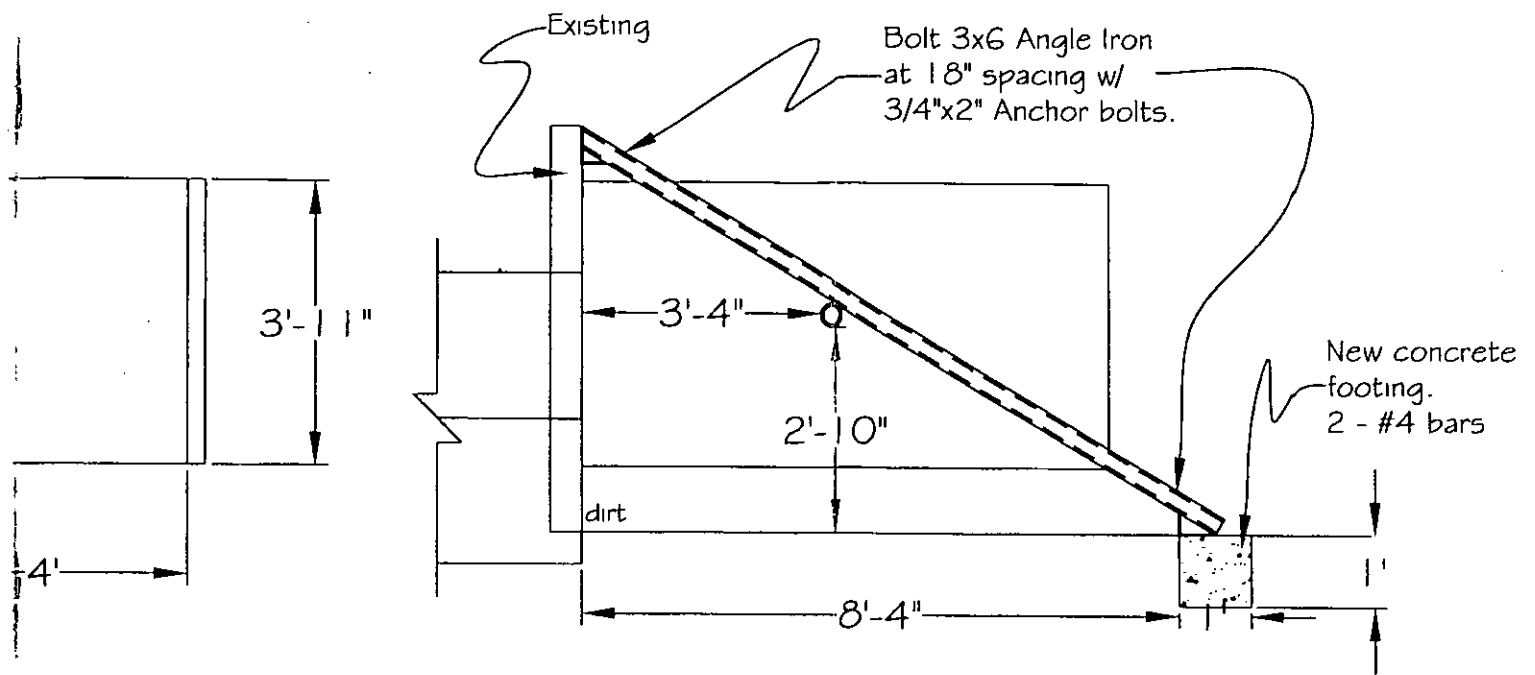
Project Number :	732124
Designed by:	Deren Li
Drawn by:	Lon M. Franson
Checked by:	Rick Cox
Date:	15 September 1997

PARSONS INFRASTRUCTURE AND TECHNOLOGY  
 PARSONS ENGINEERING SCIENCE



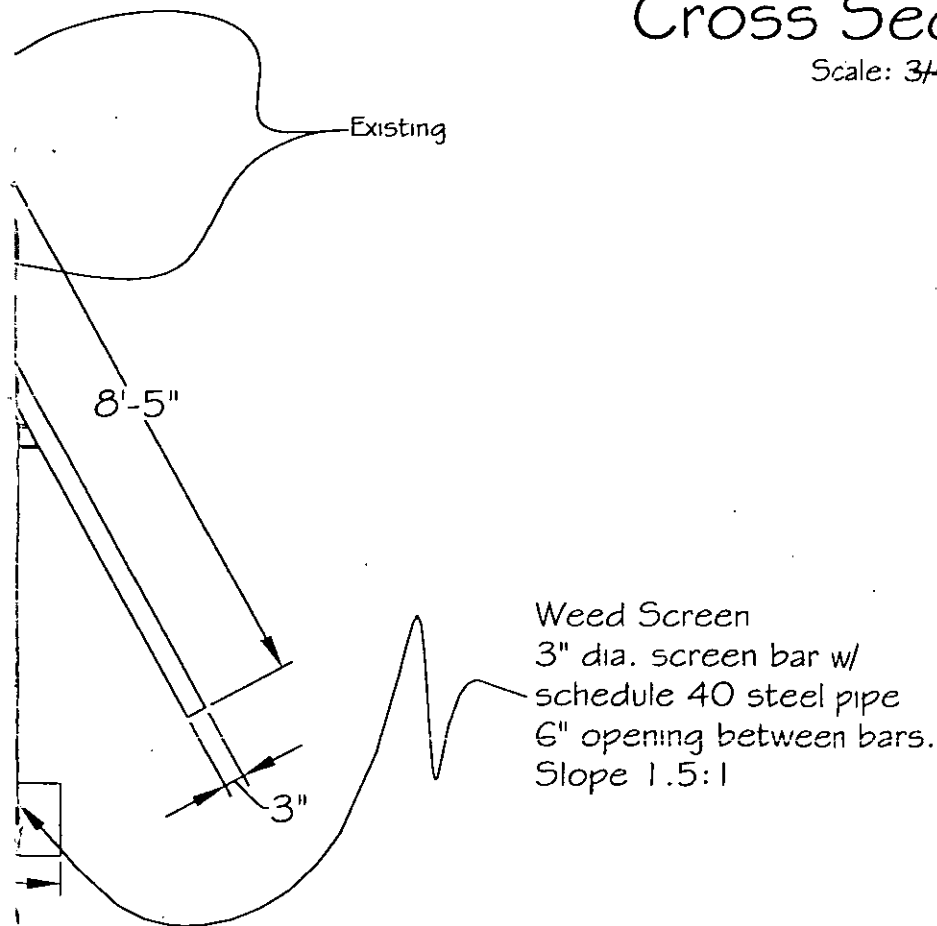
SALT LAKE CITY, UTAH (801) 572-5000

Utah Lake Distr  
 Tickville Wash



Side View  
Cross Section A-A

Scale: 3/4" = 1'



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Computing Canal Wasteway	Weed Screen on Highway 68	No.	REVISIONS	BY	DATE	Scale 3/4 in. = 1 ft.
						Figure Number
						Page Number
						5 of 5

## ENGINEER'S ESTIMATE OF PROBABLE COST Tickville Wash Secondary System Facilities

Prepared by Parsons ES  
10/20/2000

Item	Quantity	Unit	Materials Unit Cost	Installation and Labor Cost	Total Cost
<b>Pond and Pipeline</b>					
Excavation of land for pond and drainage pipe	17020	c.y.	\$ -	\$ 3.00	\$ 51,060
6" ADS Perforated Drain Pipe	150	l.f.	\$ 2.40	\$ 4.00	\$ 960
6" ADS Drain Pipe	50	l.f.	\$ 2.00	\$ 4.00	\$ 300
6" ADS Drain Pipe	17	c.y.	\$ 24.00	\$ -	\$ 408
Pea Gravel Fill (drain pipe trench)	2465	l.f.	\$ 16.50	\$ 5.00	\$ 52,998
24" HDPE Pipe (50 psi)	1	ea.	\$ 3,000.00	\$ 200.00	\$ 3,200
Butterfly Valve - 18"	1	ea.	\$ 1,310.00	\$ 80.00	\$ 1,390
Reducer - 24"x18"	1	ea.	\$ 2,991.00	\$ 150.00	\$ 3,141
Cross - 18"	1	ea.	\$ 721.00	\$ 60.00	\$ 781
Reducer - 18"x12"	1	ea.	\$ 550.00	\$ 60.00	\$ 1,220
Reducer - 12"x8"/6"	2	ea.	\$ 550.00	\$ 60.00	\$ 1,220
<b>PUMP STATION</b>					
12'x12' Tuff Shed or equivalent	1	ea.	\$ 2,418.00	\$ 1,600.00	\$ 4,018
Install variable frequency drive	1	ea.	\$ -	\$ 1,000.00	\$ 1,000
6" Reinforced Concrete Slab -12'x12'x6"	144	s.f.	\$ 6.60	\$ 4.50	\$ 1,598
#4 Rebar	295	l.f.	\$ 0.20	\$ 1.00	\$ 354
#4 Hook	24	ea.	\$ 0.50	\$ 1.00	\$ 36
8' Fluorescent Light Fixture	1	ea.	\$ 75.00	\$ 50.00	\$ 125
Bertley End Suction Pump #B6EXPBH	1	ea.	\$ 8,605.00	\$ 1,000.00	\$ 9,605
150 Hp 460 V 3 Phase Motor	1	ea.	\$ 4,610.00	\$ 1,500.00	\$ 6,110
STNR-DELTA Control Panel #150463FVFR	1	ea.	\$ 967.00	\$ 150.00	\$ 1,117
Warnick Pump Controls	5	l.f.	\$ 8.50	\$ 3.50	\$ 60
8" D.I. Pipe	20	l.f.	\$ 7.50	\$ 3.50	\$ 220
6" D.I. Pipe	3	c.y.	\$ 30.00	\$ 10.00	\$ 120
Gravity Block	2	ea.	\$ 30.00	\$ 10.00	\$ 80
Thrust Block	1	ea.	\$ 630.00	\$ 100.00	\$ 730
Meter Box	1	ea.	\$ 800.00	\$ 50.00	\$ 850
Flow Meter	1	ea.	\$ 3,052.00	\$ 60.00	\$ 3,112
8" CLA - VAL 81-02 Check Valve or equal	1	ea.	\$ 1,200.00	\$ 200.00	\$ 1,400
12" Butterfly Valve	1	ea.	\$ 9.50	\$ 4.00	\$ 55,350
12" HDPE SDR 17 Pipe (150 psi)	4100	l.f.	\$ 22.50	\$ 6.00	\$ 99,750
16" DI pipe - claypit road to Pond 1 (purple)	3500	l.f.	\$ 2,500.00	\$ 200.00	\$ 2,700
Butterfly Valve - 16"	1	ea.	\$ 721.00	\$ 60.00	\$ 3,124
45 degree els (16 inch)	4	ea.	\$ 721.00	\$ 60.00	\$ 9,372
22 degree els (16 inch)	12	ea.	\$ 721.00	\$ 60.00	\$ 9,372
<b>DISCHARGE TO CANAL at Claypit Rd.</b>					
12x12x12 tee	1	ea.	\$ 850.00	\$ 150.00	\$ 1,000
12" Butterfly Valve	1	ea.	\$ 1,200.00	\$ 200.00	\$ 1,400

Subtotal \$ 318,689

Contingencies (15%) \$ 47,803

Subtotal \$ 366,492

Terminal Structure (see details below) \$ 45,162

**Total \$ 411,654**

## ENGINEER'S ESTIMATE OF PROBABLE COST

Tickville Wash - Canal Diversion Structure

Date: 8/28/2000

Prepared by: Rick Cox, P.E. and Todd Pace

Item	Unit	Material Cost per Unit	Install. Cost per Unit	Total Cost per Unit	Estimated Quantity	Total Est. Cost
Structure						
18" RCP Pipe	LF	\$ 8.98	\$ 10.08	\$ 19.06	120	\$ 2,287
42" RCP Pipe	LF	\$ 35.00	\$ 29.10	\$ 64.10	125	\$ 8,013
8" ADS Pipe	LF	\$ 2.00	\$ 0.49	\$ 2.49	135	\$ 336
4000 PSI Concrete w/ Air Entrain.	CY	\$ 400.00	\$ -	\$ 400.00	35	\$ 14,000
Excavation	CY	\$ -	\$ 9.00	\$ 9.00	1,000	\$ 9,000
C-10 Waterman Slide Gates	EA	\$ 660.00	\$ 200.00	\$ 860.00	2	\$ 1,720
12' X 28.5" Walkway w/ 42" Railing	EA	\$ 587.77	\$ 120.00	\$ 707.77	1	\$ 708
2" X 6" X 6' Stop Logs	EA	\$ 10.00	\$ -	\$ 10.00	3	\$ 30
3" Dia. Screen Bar w/ #40 Steel Pipe	EA	\$ 1,500.00	\$ 500.00	\$ 2,000.00	1	\$ 2,000
2' X 2' Inlet Box	EA	\$ 200.00	\$ 50.00	\$ 250.00	1	\$ 250
1/4" Thick 2" X 2" X 2" Steel "C"	EA	\$ 13.00	\$ 20.00	\$ 33.00	2	\$ 66
5" X 3.5" X 1/4" Angle Iron	EA	\$ 48.00	\$ 100.00	\$ 148.00	1	\$ 148
Mesh Reinforcement	SF	\$ 2.00	\$ 0.25	\$ 2.25	64	\$ 144
Bedding Material	CY	\$ 5.00	\$ 2.00	\$ 7.00	80	\$ 560
<b>Sub-total</b>						<b>\$ 39,262</b>

TOTAL \$ 39,262  
Contingencies (15%) 5,900

<b>Construction Cost Total</b>	<b>\$ 45,162</b>
--------------------------------	------------------

# EXHIBIT C

# Funding Agreement

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A Utah corporation sole ("CPB"), SARATOGA SPRINGS DEVELOPMENT, LLC ("SSD"), and WARDLEY-McLACHLAN, LLC ("Warley/McLachlan") make the following Funding Agreement.

1. Background. The parties have joined in an agreement of even date herewith, entitled the Tickville Wash Agreement, and the parties have prepared this agreement as Exhibit "C" to the said Tickville Wash Agreement. The Tickville Wash Agreement is incorporated herein in its entirety.

2. Definitions. The parties use words defined in the Tickville Wash Agreement in the sense defined in that agreement unless the context clearly indicates otherwise. Definitions of words given anywhere in this Agreement apply throughout this Agreement, whether or not the definition precedes the use of the defined words.

3. Construction of Water Facilities. The costs of designing and constructing the Common Water Facilities and including the Tickville Wash Improvements being made by the funding parties, as listed in the annexed Exhibit A, except the portion of the Tickville Wash Improvements not being made by the Funding Parties, will be paid jointly by the CPB, SSD and Wardley/McLachlan (collectively the "Funding Parties"). The CPB shall pay all costs of designing and constructing the CPB Water Facilities. The Funding Parties other than the CPB shall pay all costs of designing and constructing the Town Water Facilities. The Town Water Facilities constructed by funding parties other than CPB are described in Exhibit B to this agreement. The Common Water Facilities and the Town Water Facilities are collectively referred to as the "Water Facilities." The funding parties agree to construct the facilities provided for in the Tickville Wash Agreement and convey to the town, once inspected and accepted by the town, the title to or interest in property contemplated in the Tickville Wash Agreement. The funding parties shall provide bonding acceptable to Town for the estimated cost of Water Facilities including the cost to be paid by CPB. Bonding should be submitted concurrently with this agreement and will be released except for a ten percent retainage, once the project has been approved and accepted, the remainder to be released at the conclusion of the warranty period..

4. Contribution by CPB. CPB shall pay no more than \$90,000 for the expenses contemplated by this agreement, including the construction of the CPB Improvements.. Once CPB has paid the \$90,000.00 the other funding parties shall pay the entire balance of expenses, including initial construction and later maintenance, and shall and hereby do indemnify and hold CPB harmless against any such further expenses, including reasonable attorney fees associated with enforcing the indemnity provided by this agreement.

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER DAY SAINTS, A Utah corporation sole

SARATOGA SPRINGS DEVELOPMENT, LLC

BF By Terry F. Rudd  
Name Terry F. Rudd  
Title Authorized Agent  
Date 3/4-2001

By Michael D. Dyer  
Name Michael Dyer  
Title Manager  
Date 3/01/01

WARDLEY-McLACHLAN, LLC

By James S. Wardley  
Name James S. Wardley  
Title Manager  
Date 3/1/01