

WHEN RECORDED MAIL TO:  
GATEWAY-ART CITY COMMERCIAL, L.C.

2457 N. 1200 E.  
P.L.N.O. VS. 84604

ORDER NO: M-22935

ENT 76780 BK 5142 PG 511  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1999 Jul 06 10:28 am FEE 24.00 BY SS  
RECORDED FOR MOUNTAIN WEST TITLE CO

# WARRANTY DEED

FIVE STAR COMMERCIAL, L.C.

GRANTOR (S)

OF OREM, COUNTY OF UTAH, STATE OF UTAH  
HEREBY CONVEY AND WARRANT TO

GATEWAY-ART CITY COMMERCIAL, L.C.

GRANTEE (S)

OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, STATE OF \_\_\_\_\_  
FOR THE SUM OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,  
THE FOLLOWING DESCRIBED TRACT OF LAND IN UTAH COUNTY,  
STATE OF UTAH :

(23-30-3)

See Attached Exhibit "A"

TOGETHER WITH 5 SHARES OF MADSEN SPRINGS WATER (CERTIFICATE #64) AND 15 SHARES OF SPRINGVILLE IRRIGATION COMPANY WATER (CERTIFICATE #2487) AND MINERAL RIGHTS WITH THE HEREDITAMENTS AND APPURTENANCES THEREUNTO.

GRANTOR HEREBY TRANSFERS, ASSIGNS, AND CONVEYS TO THE GRANTEE ANY AND ALL OF THE GRANTOR'S RIGHTS CONTAINED IN THE AGREEMENT TO GRANT NON-EXCLUSIVE EASEMENT EXECUTED BY GRANTOR AND SPRINGVILLE CITY CORPORATION INCLUDING, BUT NOT LIMITED TO THE SUM OF TEN THOUSAND DOLLARS (\$10,000.00) CONSIDERATION TO BE PAID BY SPRINGVILLE CITY CORPORATION AND THE RIGHT TO HOOK INTO OR CONNECT TO THE SEWER TRUNK LINE CONSTRUCTED OR TO BE CONSTRUCTED BY SPRINGVILLE CITY CORPORATION IN THE THEREIN DESCRIBED EASEMENT, WITHOUT EXTRA CHARGE, LINE EXTENSION CHARGE, OR OTHER COSTS EXCEPT CUSTOMARY HOOK-UP AND IMPACT FEES CHARGED FOR ALL SEWER HOOK-UPS.

WITNESS, THE HAND(S) OF SAID GRANTOR(S), THIS 1st DAY OF JULY, 1999

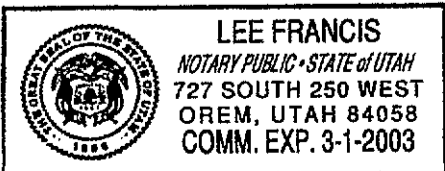
SIGNED IN THE PRESENCE OF

*Kip R. Jardine member*  
FIVE STAR COMMERCIAL, L.C.

STATE OF UTAH )  
  ) SS  
COUNTY OF UTAH )

ON THE 1st DAY OF JULY, 1999, PERSONALLY APPEARED BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF UTAH, *KIP R. JARDINE* AND \_\_\_\_\_ MANAGER(S) OF FIVE STAR COMMERCIAL, L.C., A UTAH LIMITED LIABILITY COMPANY, THE SIGNER(S) OF THE ABOVE INSTRUMENT, WHO DULY ACKNOWLEDGED TO ME THAT THEY HAVE AUTHORITY TO EXECUTE THE WITHIN AND FOREGOING INSTRUMENT IN BEHALF OF SAID LIMITED LIABILITY COMPANY, AND THAT SAID LIMITED LIABILITY COMPANY EXECUTED THE SAME.

*Lee Francis*  
NOTARY PUBLIC  
RESIDING IN: UTAH COUNTY, UTAH  
MY COMMISSION EXPIRES: \_\_\_\_\_



## EXHIBIT A

PARCEL 1: COMMENCING 3.68 CHAINS EAST AND 1.95 CHAINS NORTH OF THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0 DEG. 20 MIN. EAST 4.98 CHAINS; THENCE SOUTH 88 DEG. 45 MIN. EAST 10.04 CHAINS; THENCE SOUTH 00 DEG. 20 MIN. WEST 4.98 CHAINS; THENCE NORTH 88 DEG. 45 MIN. WEST 10.03 CHAINS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING PORTION CONVEYED TO THE STATE ROAD COMMISSION OF UTAH:

BEGINNING AT THE NORTHWEST CORNER OF GRANTORS LAND, WHICH POINT IS APPROXIMATELY 865 FEET SOUTH AND 245 FEET EAST FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 31; THENCE SOUTH 88 DEG. 45 MIN. EAST 128 FEET, MORE OR LESS TO A POINT 31 FEET PERPENDICULARLY DISTANT SOUTHEASTERLY FROM THE LINE OF SURVEY OF AN EASTERLY FRONTAGE ROAD INCIDENT TO THE CONSTRUCTION OF SAID PROJECT, THENCE SOUTH 42 DEG. 13 MIN. 34 SEC. WEST 195 FEET, MORE OR LESS TO THE WEST BOUNDARY LINE OF SAID GRANTORS LAND; THENCE NORTH 148 FEET, MORE OR LESS, TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION OF UTAH.

PARCEL 2: COMMENCING AT A POINT 16.32 CHAINS WEST AND 1.50 CHAINS NORTH OF THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 7 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE NORTH 0 DEG. 20 MIN. EAST 10.00 CHAINS; THENCE NORTH 88 3/4 DEG. WEST 10.00 CHAINS, THENCE SOUTH 0 DEG. 20 MIN. WEST 10.00 CHAINS; THENCE SOUTH 88 3/4 DEG. EAST 10.00 CHAINS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING PORTION CONVEYED TO THE STATE ROAD COMMISSION OF UTAH:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT WHICH POINT IS 1077.12 FEET WEST AND 759.0 FEET NORTH 0 DEG. 20 MIN. EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 31; THENCE NORTH 89 DEG. WEST 660.0 FEET; THENCE SOUTH 0 DEG. 20 MIN. WEST 6 FEET, MORE OR LESS TO A POINT 50.0 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CENTER LINE OF SAID PROJECT; THENCE SOUTH 89 DEG. 44 MIN. 19 SEC. EAST 660 FEET, MORE OR LESS TO THE EAST BOUNDARY LINE OF SAID ENTIRE TRACT, THENCE NORTH 0 DEG. 20 MIN. EAST 17 FEET, MORE OR LESS TO THE POINT OF BEGINNING; AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE STATE ROAD COMMISSION.

PARCEL 3: COMMENCING 16.35 CHAINS WEST AND 1.50 CHAINS NORTH OF THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 8 SOUTH, RANGE 3 EAST, SALT LAKE MERIDIAN; AND RUNNING THENCE SOUTH 0 DEG. 20 MIN. WEST 5.00 CHAINS, THENCE NORTH 88 AND 3/4 DEG. WEST 10.00 CHAINS, THENCE NORTH 0 DEG. 20 MIN. EAST 5.00 CHAINS, THENCE SOUTH 88 DEG. AND 3/4 DEG. EAST 10.00 CHAINS TO THE POINT OF BEGINNING.

LESS ANY PORTION THEREOF LYING WITHIN THAT PROPERTY OWNED BY THE STATE ROAD COMMISSION ALONG THE NORTH, NORTHWEST AND WEST OF THE ABOVE DESCRIBED PROEPRTY.

**Agreement to Grant Non-Exclusive Easement**

Agreement made, by and between Five Star Group L.C., a Utah Limited Liability Company, (hereinafter referred to as "Grantor"), and the Springville City Corporation, a municipal corporation organized pursuant to the laws of the State of Utah (hereinafter referred to as "City").

**RECITALS**

- A. City is desirous of obtaining a sewer easement from the Grantor.
- B. Grantor is willing to grant easements to the City for the purpose indicated upon the terms and conditions set forth herein.

Now, therefore, in consideration of the mutual promises and covenants made herein, the parties to this Agreement agree as follows:

**AGREEMENT**

1. **Easement Property.** Grantor will grant non-exclusive temporary and permanent underground sewer easement to the City for the purpose of installing, operating, maintaining, repairing and replacing the sewer trunk line. The temporary construction easement shall terminate immediately following completion of construction of the sewer trunk line, but in no event shall it extend beyond 24 months from the date hereof. The descriptions of the temporary and permanent easements are set forth on Exhibit "A" to the attached easement and by reference incorporated herein. In the event the City at any later time desires to locate and construct a City street right of way or other underground utilities upon the easement properties or any other portion of Grantor' properties, such other easements will be separate and distinct from the sewer easement being granted and negotiations for such other easements will take place at a future time.
2. **Consideration.** City agrees to pay the Grantor the sum of ten thousand dollars (\$10,000.00) and other good and valuable consideration, including, without necessarily being limited thereto, the following: It is understood and agreed that Grantors or their assigns, in connection with development of their properties and upon satisfying other development

requirements, shall be entitled to hook into or connect to the sewer trunk line to be constructed in the sewer easements without any extra charge or line extension charge or any costs other than the customary hook-up and impact fees charged for all sewer hook-ups. Grantors or their successors shall pay all costs of constructing lateral lines and pay all other costs of connecting to the sewer trunk line.

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3. Taxes. Grantor agrees to continue to pay any taxes due and owing on the easement properties.

4. Title Matters. Grantor shall not represent or warrant to City their ownership or clear title to the easement properties and shall not provide title insurance in connection with the grant of easements. The City shall not be required to purchase title insurance, but in the event it desires title insurance City shall purchase its own policy.

5. Risk of Loss/Indemnification. City hereby assumes all risks attendant upon going upon the easement properties in connection with the acquisition, construction, operation and utilization of the main water line, the sewer trunk line and easements to be granted hereby. City agrees to indemnify and hold Grantor harmless from and against all claims, damages, injuries and demands by any person in connection with activities related to the acquisition, construction operation and utilization of the utilities or the easements granted.

6. Municipal Authorization. City represents and warrants that it has received the proper authority from the City Council for its officers and representatives to sign and execute this Agreement.

7. Restoration of Premises. City shall fully and completely reimburse Grantor for damage or destruction or restore the easement properties to their former state and condition following any construction, repair or maintenance of the utilities, including restoration of ditches and fences, and payment for crop damage, if any.

8. Successors and Assigns. This agreement shall bind and inure to the benefit of the respective successors and permitted assigns of the parties.

9. Assignment. Neither party shall assign, sublet or transfer any interest in this agreement without the prior, express, and written consent of the other, which shall not unreasonably be withheld.

10. Governing Law. It is agreed that this agreement shall be governed by, construed under and be enforced in accordance with the laws of the State of Utah.

11. Attorneys Fees. In the event that any action is filed in relation to this Agreement or the easements to be granted hereby, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees and costs, including legal assistant and clerk fees.

12. Effect of Partial Invalidity. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision.

13. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

14. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

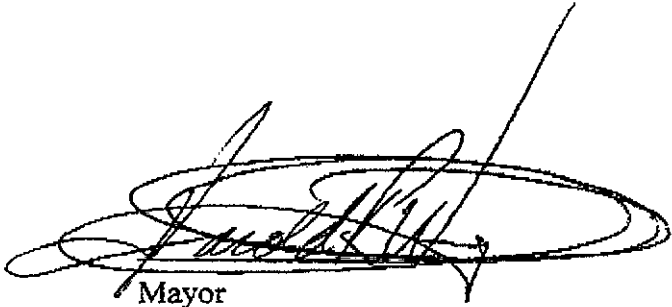
16. Paragraph Headings. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

In witness whereof, each party to this Agreement has caused it to be executed by its duly authorized agent or representative(s), effective as of the date indicated below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

Springville City Corporation:

Grantor:



Mayor

Five Star Group L.L.C., a Utah Limited Liability Company

By \_\_\_\_\_

Its: Authorized Agent

ATTEST:

\_\_\_\_\_  
City Recorder