

When Recorded, Mail To:

Utah Charter Academies, Inc.
Attn: Brad Findlay, Chairman
11938 Lone Peak Parkway
Draper, Utah 84124

With A Copy To:

The Forest Corporation
Attn: David C. Duffin
5330 South 900 East, Suite 130
Salt Lake City, Utah 84117

APN 2725207019; 2725127038

16-011767-4
27-25-207-020 27-25-127-037
27-25-127-038

(Above Space for Record's Use Only)

**TERMINATION OF EXISTING ACCESS EASEMENTS AND
GRANT OF ACCESS AND PARKING EASEMENTS**

THIS TERMINATION OF EXISTING EASEMENT AND GRANT OF ACCESS AND PARKING EASEMENT (this "**Agreement**") is made and entered into this 24th day of JANUARY, 2017 (the "**Effective Date**"), by and between FOREST CORPORATION, a Utah corporation ("**Forest**") and UTAH CHARTER ACADEMIES, INC., a Utah non-profit corporation ("**UCA**"). Forest and UCA are sometimes referred to herein individually as a "**Parties**," and individually as a "**Party**."

RECITALS

- A. Forest is the owner of certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Forest Property**").
- B. UCA is the owner of certain real property located adjacent to the Forest Property, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "**UCA Property**").
- C. The Parties entered into that certain Access Easement dated May 16, 2013, and recorded in the official records of the recorder for the County of Salt Lake, State of Utah as Entry No. 11643142 in Book No. 10139, Page Nos. 2311-2319 (the "**2013 Easement**").
- D. The Parties also entered into that certain Access Easement Agreement dated March 17, 2015, and recorded in the official records of the recorder for the County of Salt Lake, State of Utah as Entry No. 12143427 in Book No. 10366, Page Nos. 8486-8492 (the "**2015 Easement**") (the 2013 Easement and 2015 Easement are hereinafter referred to collectively as the "**Existing Easements**").
- E. The Parties are currently Plaintiffs in that certain action filed as Case No. 150900734 with the Third District Court for the County of Salt Lake, State of Utah, in which the Parties are seeking to quiet title to an expansion of 11950 South Street in the City of Draper, State of Utah, in order to access their respective properties (the "**Quiet Title Action**").

F. The Parties desire to terminate, release and abandon the Existing Easements and grant new reciprocal easements in order to facilitate parking and cross-access on their respective parcels as further provided herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Termination of Existing Easements. The Parties hereby terminate, release and abandon the Existing Easements. As of the Effective Date of this Agreement, no Party, its successors or assigns shall have any further rights or interests under the Existing Easements.

2. Grant of Easements.

2.1 Grant of UCA Access and Parking Easement. Forest hereby conveys to UCA a perpetual, irrevocable, non-exclusive access and parking easement (the "UCA Easement") on, over, under and across that portion of the Forest Property (the "UCA Easement Area") more particularly described on Exhibit C and depicted on Exhibit D attached hereto and incorporated herein by this reference, for the purposes of: (i) the guests, agents, owners, invitees, patrons, contractors, and other users of the UCA Property (collectively, the "UCA Agents") parking on the paved parking areas of the UCA Easement Area; and (ii) pedestrian and vehicular ingress and egress to and from the UCA Property. Notwithstanding the foregoing, the UCA Easement will not permit UCA or the UCA Agents to park in the areas located on the UCA Easement Area that are not designated for vehicle parking.

2.2 Grant of Forest Access Easement. UCA hereby conveys to Forest a perpetual, irrevocable, non-exclusive access easement (the "Forest Easement") on, over, under and across that portion of the UCA Property (the "Forest Easement Area") more particularly described on Exhibit E and depicted on Exhibit D attached hereto and incorporated herein by this reference, for the purpose of vehicular and pedestrian ingress and egress to and from the Forest Property.

3. Term; Termination. Unless stated otherwise, the easements granted herein shall be perpetual and be binding upon the Party's successors and assigns. Notwithstanding anything to the contrary herein, the UCA Easement and Forest Easement shall automatically terminate for and to the extent that portions of the UCA Easement Area or Forest Easement Area are dedicated to and accepted by the applicable municipal/government authority. UCA may (but is not obligated), in its sole and absolute discretion, terminate the UCA Easement and UCA's obligations and indemnities hereunder in the event UCA constructs or obtains alternate access accepted by the applicable municipal/government authority. Any such termination of the UCA Easement must be by UCA's recording of such termination in the real property records where the properties are located against both the UCA Property and the Forest Property (and consent for such recording is hereby granted by the Parties). Under no circumstances may Forest terminate the UCA Easement, even if UCA breaches its obligations under this Agreement.

4. Consideration; Payments. UCA covenants and agrees to pay to Forest for the UCA Easement, so long as the UCA Easement remains in effect, the following:

4.1 From the Effective Date of this Agreement through September 1, 2017, monthly payments shall be made in the amount of One Thousand Dollars (\$1,000.00), payable on or before the 1st day of each month.

4.2 From the September 1, 2017, through January 1, 2019, monthly payments shall be made in the amount of Three Thousand Dollars (\$3,000.00), payable on or before the 1st day of each month.

4.3 On each January 1, beginning January 1, 2019, and continuing through the term of this Agreement, monthly payments to be made by UCA to Forest under this Agreement shall be increased to an amount equal to the prior year's monthly payment, increased by the increase shown in the Consumer Price Index, All Categories, using the statistics from the two most recent Octobers (comparing October statistics to October statistics) (the "CPI Adjustment"). If application of the CPI Adjustment would result in a decrease in the amount of the monthly payments to be made hereunder, then the monthly payments to be made hereunder shall not decrease, but shall continue in the same amount as due during the prior year.

4.4 In the event the Quiet Title Action is not resolved in favor of the Parties on or before January 1, 2018, UCA shall pay to Forest an additional one-time lump sum payment in the amount of Fifty Thousand Dollars (\$50,000.00).

4.5 In the event any payment due to Forest hereunder is not made when due, the amount of such payment shall bear interest at the rate of fourteen percent (14%) per annum from the date on which such payment is due through and including the date on which such payment is paid.

4.6 In addition to any remedies set forth in Section 12 hereafter and in the event any payments due under this Section 4 are not made within thirty (30) days of when due, Forest shall provide notice to both UCA and any mortgagee of Parcel 1 of the UCA Property, as described in Exhibit A attached hereto and incorporated herein by reference, demanding payment. If payment is not made within thirty (30) days thereafter (for a total of sixty (60) days after such payment was due), any late payments together with any interest owed thereon shall constitute a lien against Parcel 1 of the UCA Property. Such lien shall attach and take effect only upon recordation of a notice of lien in the office of the recorder of the County of Salt Lake, State of Utah, and, for the avoidance of doubt, the date of such lien for purpose of determining the priority of the same will be the date such notice of lien was so recorded. Such lien may be enforced by sale or foreclosure conducted in accordance with the provisions of law applicable to judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law. In any such foreclosure, UCA shall be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses shall be secured by the lien being foreclosed. UCA shall also be required to pay to Forest any monthly payments which shall become due hereunder during the period of foreclosure, and all such payments shall be secured by the lien being foreclosed. Forest shall have the right to bid in at any foreclosure sale. Notwithstanding anything herein to the contrary, (a) any lien recorded pursuant to this Subsection 4.6 shall be subject and subordinate to any mortgage or deed of trust which is of record before the claim of lien is placed of record, and (b) Forest's obligation to provide notice and a cure period to a mortgagee prior to recording a notice of lien shall apply only to mortgagees whose identity and address for notice purposes shall have been provided to Forest prior to the date of the applicable default, either by UCA or by such mortgagee.

5. Maintenance; Repair. Until such time as Forest develops the Forest Property, UCA shall maintain and repair, at its sole cost and expense, the roadway, parking lot and other related improvements for the UCA Easement: (A) to standards required by any applicable municipal/government authorities (including without limitation, snow and ice removal, etc.); and (B) in a workmanlike and acceptable manner. Notwithstanding the foregoing and upon development of the Forest Property, Forest shall

reimburse UCA for One Hundred Percent (100%) of all reasonable and actual out of pocket costs and expenses that UCA incurs in maintaining any landscaped portions of the UCA Easement Area and for Fifty Percent (50%) of all other reasonable and actual out of pocket costs and expenses for maintenance of the UCA Easement ("**Maintenance Costs**"). In connection with each payment made, or to be made, for Forest's portion of the Maintenance Costs, UCA shall provide Forest a monthly invoice setting forth in reasonable detail (i) the work performed on the UCA Easement Area and the costs incurred by UCA for such work, accompanied by reasonable documentation of such costs (ii) the total amount of Maintenance Costs, and (iii) an allocation of the Maintenance Costs between the Parties (collectively, the "**Maintenance Verification Materials**"). If no objection is made to the Maintenance Verification Materials, then Forest shall deliver its reimbursement payment to UCA within fifteen (15) business days of receipt of the Maintenance Verification Materials. If Forest objects to any item set forth in the Maintenance Verification Materials, Forest must provide UCA written notice of its objection within fifteen (15) business days of receipt of the Maintenance Verification Materials (the "**Objection Notice**"). Within fifteen (15) business days after delivery of the Objection Notice, UCA and Forest shall meet and in good faith resolve all objections set forth in the Objection Notice. If an Objection Notice is delivered and the Parties are unable to resolve their dispute within thirty (30) days following delivery of the Objection Notice, the Parties shall meet with a mediator in an effort to mediate their dispute. Any mediator selected or appointed under this Agreement shall be an independent party, and, unless otherwise agreed by the Parties, shall have a minimum of ten (10) years of experience as an attorney and at least five (5) years of experience as a mediator. The fees charged by the mediator shall be allocated equally to the Parties. If the Parties are unable to resolve their dispute via mediation, the Parties shall have available to them those remedies set forth in Section 10.

6. Improvements to Easement Areas. Except as set forth in Section 5.1 hereafter and prior to UCA's use of the UCA Easement Area, UCA, at UCA's sole cost and expense, shall improve the private lane and parking lot in the UCA Easement Area in accordance with the plans and specifications set forth in Exhibit F attached hereto and incorporated herein by this reference.

7. Insurance. Each Party shall obtain and maintain a policy of commercial general liability insurance sufficient to insure against claims for personal injury, bodily injury, death, and property damage occurring as a result of such Party exercising its rights and obligations under this Agreement. Such insurance shall provide coverage not less than \$1,000,000 per occurrence. Each Party must be endorsed on the other Party's insurance policy, including the other Party's agents', contractors, and subcontractors' insurance policy, as an additional insured. A Party may require the other Party to provide a certificate of insurance evidencing compliance with this provision.

8. Indemnification.

8.1 Indemnification of Forest. UCA agrees to, and hereby does, indemnify, defend and hold Forest and its respective members, directors, officers, employees, agents and representatives harmless for any and all losses, costs, expenses and/or claims, including without limitation injury or death (collectively, "**Claims**"), which may result from or arise in connection with UCA's and UCA's agents', contractors, employees', guests', and invitees' use of the easements granted herein and/or performance of Forest's obligations herein; provided, however the foregoing indemnification obligation shall not apply to Claims resulting from Forest's gross negligence or willful misconduct. Except as provided otherwise herein, UCA's obligations in this paragraph shall survive the expiration or termination of this Agreement.

8.2 Indemnification of UCA. Forest agrees to, and hereby does, indemnify, defend and hold UCA and its respective members, directors, officers, employees, agents and representatives harmless for any and all Claims which may result from or arise in connection with Forest's and Forest's agents', contractors', employees' guests', and invitees' use of the easements granted herein and/or

performance of Forest's obligations herein; provided, however, the foregoing indemnification obligation shall not apply to Claims resulting from (i) UCA's gross negligence or willful misconduct, or (ii) UCA's performing or not performing its obligations under Section 3. Except as provided otherwise herein, Forest's obligations in this paragraph shall survive the expiration or termination of this Agreement.

9. Reservation. For purposes of this section, Forest is the "Grantor" with respect to the UCA Easement and the Parking Easement, and UCA is the "Grantee." With respect to the Forest Easement, UCA is the "Grantor" and Forest is the "Grantee." Each Grantor hereby reserves the right to use the UCA Easement Area and Forest Easement Area for any use not inconsistent with Grantee's permitted use of the UCA Easement Area or Forest Easement Area. Without limiting the above, each Grantor reserves the right: (a) for ingress to and egress on and over the UCA Easement Area and Forest Easement Area; (b) to grant other non-exclusive easements, licenses and rights within or on the UCA Easement Area or Forest Easement Area to other parties; and (d) to convey or transfer any or all of its interests in Grantor's Parcel or the UCA Easement Area or Forest Easement Area to any party at any time, subject to the terms and provisions of this Agreement. Notwithstanding the foregoing, neither Forest nor Forest's agents will be permitted to park in the UCA Easement Area at any time.

10. Run with the Land/Successors. This Agreement, and the easements granted herein, is perpetual and shall run with the lands described herein, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties, their successors and assigns; provided, however, upon the transfer of fee title via deed from either Party of all of its property to any third-party, such Party shall be relieved of its obligations and liabilities set forth herein and only the current successor property owner of that Party's property shall be responsible for such Party's obligations and liabilities herein.

11. Estoppel Certificate. Each Party agrees that upon written request of any other Party it will issue within thirty (30) days after receipt of such request to such Party, or its prospective mortgagee or successor, an estoppel certificate stating to the issuer's current, actual knowledge, without a duty to investigate, as of such date of such request: (a) whether this Agreement is in full force and effect; (b) whether there are any amendments or modifications hereto; and (c) any other information that the requesting party may reasonably request, including any amounts payable under this Agreement, and whether any other Party is in default under the terms of this Agreement. Such certificate will act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the certificate and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value and such party is without knowledge of facts to the contrary of those contained in the certificate, and who has acted in reasonable reliance upon the certificate; provided, no Party will incur any liability whatsoever for any misstatement or wrong information unless the same is the result of the gross negligence or willful misconduct of the Party furnishing such information.

12. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the addresses set forth below, or at such other address as the Parties may designate by written notice in the above manner:

UCA: Utah Charter Academies, Inc.
Attn: Brad Findlay, Chairman
11938 Lone Peak Parkway
Draper, Utah 84124
Telephone: _____
Email: _____

Forest: Forest Corporation
Attn: David C. Duffin
5330 South 900 East, Suite 130
Salt Lake City, Utah 84117
Telephone: _____
Email: _____

Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

13. **Remedies.**

13.1 **Self Help and Other Remedies.** Subject to Subsection 4.6, if any Party defaults in the performance of its obligations hereunder and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the defaulting Party's mortgagee, if any, will have the right, but not the obligation, to cure such default within an additional thirty (30) days or if such default cannot be cured within that time, then such additional time as may be necessary to cure such default (including the time necessary to foreclose or otherwise terminate its lien, if necessary to effect such cure), and the non-defaulting Party may not pursue any further remedies so long as such cure is being diligently pursued by the defaulting Party's mortgagee or the defaulting Party. If the default is not cured within the foregoing 30-day period, or, if the default is of a nature such that additional time is necessary to cure such default, a cure is not being diligently pursued by the defaulting Party's mortgagee or the defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of fourteen percent (14%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid; and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or in equity. Notwithstanding anything to the contrary set forth herein, under no circumstance may Forest terminate this Agreement or the easements granted by it hereunder.

13.2 **Injunctive Relief.** In the event of a breach by any Party hereto of any obligation of such party under this Agreement, the non-defaulting party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder. The undersigned hereby acknowledge and stipulate the inadequacy of legal remedies and irreparable harm which would be caused by the denial or impairment of any easement granted herein, and such non-defaulting party shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach.

14. **Miscellaneous.**

14.1 **Notice to Mortgagee.** If any Party defaults in the performance of its obligations hereunder, the non-defaulting Party agrees to give to any mortgagee of the defaulting Party a copy of any notice of default served upon the defaulting Party, provided that prior to such notice the non-defaulting

Party has been notified in writing of the address of such mortgagee. The notice to the defaulting Party's mortgagee will be delivered concurrently with the default notice delivered to the defaulting Party.

14.2 Attorney's Fees. In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "prevailing party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the party sought.

14.3 Relationship. The Parties hereto expressly disclaim and disavow any partnership, joint venture, fiduciary, agency or employment status or relationship between them and expressly affirm that they have entered into this Agreement as part of an "arms-length" transaction.

14.4 Governing Law. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of law principles.

14.5 Entire Agreement. This Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire Agreement of the parties with respect to the matters covered hereby, and no other agreement, statement or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

14.6 Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any rights or remedy for a breach of this Agreement will constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition

14.7 Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs.

14.8 Counterparts. The parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement. Further, the parties shall treat a recorded copy of an original signature to this Agreement for all purposes as an original signature. The Parties shall consider a recorded copy of the signed Agreement for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of this Agreement that contains original signatures in order to enforce this Agreement, or for any other purpose.

14.9 Amendment. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties hereto and, if applicable, the mortgagees holding first priority liens on any of the properties that are the subject of this Agreement.

(signatures and acknowledgements to follow)

UCA: UTAH CHARTER ACADEMIES, INC.,
a Utah non-profit corporation

By: *B. Russell Findley*
Name (Print): Bradley Russell Findley
Its: Authorized Agent

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On this 20 day of January, 2017, personally appeared before me Bradley Russell Findley personally known to me to be the Board Chair of Utah Charter Academies, Inc., a Utah non-profit corporation, who acknowledged before me that he signed the foregoing instrument as Board Chair for Utah Charter Academies, Inc., a Utah non-profit corporation; and that said instrument is the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said corporation and that said corporation executed the same.

WITNESS my hand and official seal.

Lisa N. Kimmel
Notary Public for the
State of Utah

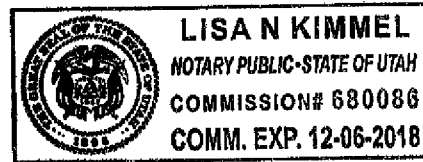


EXHIBIT A

(Legal Description of the Forest Property)

Lot 3, DRAPER APA SUBDIVISION, according to the official plat there of on file and of record in the office of the Salt Lake County Recorder.

Less and excepting the following:

Beginning at a point on the Southerly line of Inauguration Phase 1, said point being South 89°46'37" East 1055.70 feet along the Section Line and South 863.41 feet from the North Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running;

thence South 89°36'54" East 1.75 feet along the South line of said Inauguration Phase 1 to the West line of Lone Peak Parkway;

thence South 8°54'05" East 77.96 feet along the West line of said Lone Peak Parkway;

thence South 10°26'51" East 119.23 feet along the West line of said Lone Peak Parkway;

thence South 9°03'29" West 56.92 feet;

thence North 10°27'04" West 208.45 feet;

thence North 14°00'00" East 46.89 feet to the point of beginning.

Also less and excepting that certain real property more particularly described as follows:

Beginning at a point on the south line of Inauguration Phase 1 said point being South 89°46'47" East 286.77 feet along the Section line and South 863.38 feet from the North Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base & meridian, and running:

thence South 89°46'37" East 62.00 feet along the south line of said Inauguration Phase 1;

thence South 0°13'23" West 470.01 feet;

thence North 89°55'36" West 62.00 feet;

thence North 0°13'23" East 470.17 feet back to the point of beginning.

EXHIBIT B

(Legal Description of the UCA Property)

Parcel 1

Lot 1, Draper APA Subdivision as found in the office of the Salt Lake County Recorder in Book 2013P at Page 73.

Parcel 2

Lot 2, Draper APA Subdivision as found in the office of the Salt Lake County Recorder in Book 2013P at Page 73.

Together with that certain real property more particularly described as follows:

Beginning at a point on the south line of Inauguration Phase 1 said point being South 89°46'47" East 286.77 feet along the Section line and South 863.38 feet from the North Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base & meridian, and running:

thence South 89°46'37" East 62.00 feet along the south line of said Inauguration Phase 1;
thence South 0°13'23" West 470.01 feet;
thence North 89°55'36" West 62.00 feet;
thence North 0°13'23" East 470.17 feet back to the point of beginning.

EXHIBIT C

(Legal Description of the UCA Easement Area)

Beginning at a point on the west line of Lone Peak Boulevard, said point being South 89°46'37" East 1047.82 feet along the Section Line and South 927.74 feet from the North Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running:

thence Southwesterly 29.30 feet along the arc of a 20.00 foot radius curve to the right (center bears North 58°57'34" and the long chord bears South 73°00'20" West 26.75 feet with a central angle of 83°55'48");

thence North 65°01'46" West 21.49 feet;

thence North 19°17'08" East 20.29 feet;

thence North 70°42'51" West 109.00 feet;

thence South 19°17'09" West 17.94 feet;

thence North 64°10'37" West 43.80 feet;

thence North 89°46'37" West 512.49 feet;

thence South 0°13'23" West 49.00 feet;

thence South 89°46'37" East 501.05 feet;

thence South 70°42'51" East 139.59 feet;

thence South 67°38'53" East 61.57 feet;

thence North 81°31'37" East 20.24 feet to the west line of Lone Peak Boulevard;

thence North 10°27'03" West 57.90 feet along the west line of said Lone Peak Boulevard to the point of beginning.

Contains 36,454 square feet. 0.837 acres.

EXHIBIT D

(Depiction of the Easement Areas)

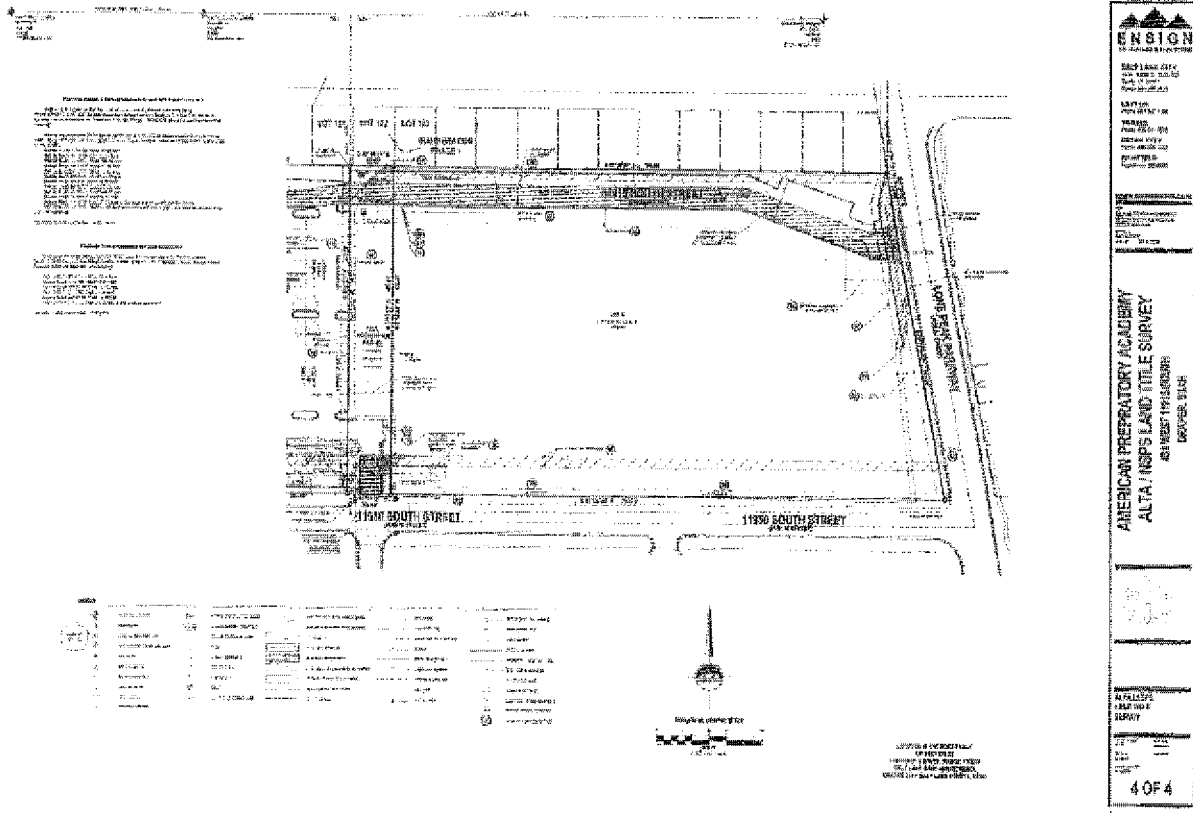


EXHIBIT E

(Legal Description of the Forest Easement Area)

Beginning at a point being South $89^{\circ}46'37''$ East 347.15 feet along the Section Line and South 1279.56 feet from the North Quarter Corner of Section 25, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running;

thence North $89^{\circ}43'35''$ West 45.15 feet;
thence South $0^{\circ}01'56''$ West 54.04 feet;
thence South $89^{\circ}55'36''$ East 31.00 feet;
thence North $0^{\circ}01'56''$ East 27.93 feet;
thence South $89^{\circ}43'35''$ East 14.06 feet;
thence North $0^{\circ}13'23''$ East 26.00 feet to the point of beginning.

Contains 2,039 square feet. 0.05 acres

EXHIBIT F

(Plans and Specifications)

4823-3301-6382, v. 9-3301-6382, v. 6



Know what's below.
Call before you dig.

CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

GENERAL NOTES

1. ALL CONSTRUCTION MUST STRICTLY FOLLOW THE STANDARDS AND SPECIFICATIONS SET FORTH BY: THE DESIGN LOCAL AGENCY JURISDICTION, APWA (2012 EDITION), AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (IN THE ORDER LISTED ABOVE IS ARRANGED BY SENIORITY. THE LATEST EDITION OF ALL STANDARDS AND SPECIFICATIONS MUST BE ADHERED TO. IF A CONSTRUCTION PRACTICE IS NOT SPECIFIED BY ANY OF THE LISTED SOURCES, CONTRACTOR MUST CONTACT DESIGN ENGINEER FOR DIRECTION.
2. CONTRACTOR TO STRICTLY FOLLOW THE MOST CURRENT COPY OF THE SOILS REPORT FOR THIS PROJECT. ALL GRADING INCLUDING BUT NOT LIMITED TO CUT, FILL, COMPACTION, ASPHALT SECTION, SUBBASE, TRENCH EXCAVATION/BACKFILL, GRUBBING, AND FOOTINGS MUST BE COORDINATED DIRECTLY WITH SOILS REPORT.
3. CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS BEFORE BIDDING, AND BRING UP ANY QUESTIONS BEFORE SUBMITTING BID.
4. CONTRACTOR SHALL PROVIDE A CONSTRUCTION SCHEDULE IN ACCORDANCE WITH THE CITY, STATE, OR COUNTY REGULATIONS FOR WORKING IN THE PUBLIC WAY.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR DUST CONTROL ACCORDING TO GOVERNING AGENCY STANDARDS. WEEDS, DRY MATERIALS AND RUBBISH TO PREVENT BLOWING.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT SURFACE IMPROVEMENTS.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR CORRECTING ANY SETTLEMENT OF OR DAMAGE TO EXISTING UTILITIES.
8. THE CONTRACTOR IS RESPONSIBLE TO FURNISH ALL MATERIALS TO COMPLETE THE PROJECT.
9. UNLESS OTHERWISE NOTED, ALL ON-GRADE CONCRETE WILL BE PLACED ON A MINIMUM 4" GRAVEL BASE OVER A WELL COMPACTED (95% DENSITY PER ASTM D-1557) SUB GRADE.
10. ALL EXPOSED SURFACES WILL HAVE A TEXTURED FINISH, RUBBED, OR BROOMED. ANY "PLASTERING" OF NEW CONCRETE WILL BE DONE WHILE IT IS STILL "GREEN".
11. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL PERMITTING AUTHORITIES.
12. THE LOCATIONS OF UNDERGROUND FACILITIES SHOWN ON THESE PLANS ARE BASED ON FIELD SURVEYS AND LOCAL COMPANY RECORDS. IT SHALL BE THE CONTRACTOR'S FULL RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES TO LOCATE THEIR FACILITIES PRIOR TO PROCEEDING WITH CONSTRUCTION. NO ADDITIONAL COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR DAMAGE AND REPAIR TO THESE FACILITIES CAUSED BY HIS WORK FORCE. CONTRACTOR SHALL START INSTALLATION AT LOW POINT OF ALL NEW GRAVITY UTILITY LINES.
13. ALL DIMENSIONS, GRADES, AND UTILITY DESIGN SHOWN ON THE PLANS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER IF ANY DISCREPANCIES EXIST, PRIOR TO PROCEEDING WITH CONSTRUCTION FOR NECESSARY PLAN OR GRADE CHANGES. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO THE DIMENSIONS OR GRADES SHOWN INCORRECTLY ON PLANS, IF SUCH NOTIFICATION HAS NOT BEEN GIVEN.
14. NO CHANGE IN DESIGN LOCATION OR GRADE WILL BE MADE BY THE CONTRACTOR WITHOUT THE WRITTEN APPROVAL OF THE PROJECT ENGINEER.
15. NATURAL VEGETATION AND SOIL COVER SHALL NOT BE DISTURBED PRIOR TO ACTUAL CONSTRUCTION OF A REQUIRED FACILITY OR IMPROVEMENT. MASS CLEARING OF THE SITE IN ANTICIPATION OF CONSTRUCTION SHALL BE AVOIDED.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING, MAINTAINING, OR RESTORING ALL MONUMENTS AND MONUMENT REFERENCE MARKS WITHIN THE PROJECT SITE. CONTACT THE CITY OR COUNTY SURVEYOR FOR MONUMENT LOCATION AND CONSTRUCTION DETAILS.
17. CONTRACTOR TO LAYOUT AND POTHOLE FOR ALL POTENTIAL CONFLICTS WITH UTILITY LINES ON- OR OFF-SITE AS SHOWN PRIOR TO ANY CONSTRUCTION, AND THE CONTRACTOR WILL VERIFY DEPTHS OF UTILITIES IN THE FIELD BY POTHOLING.

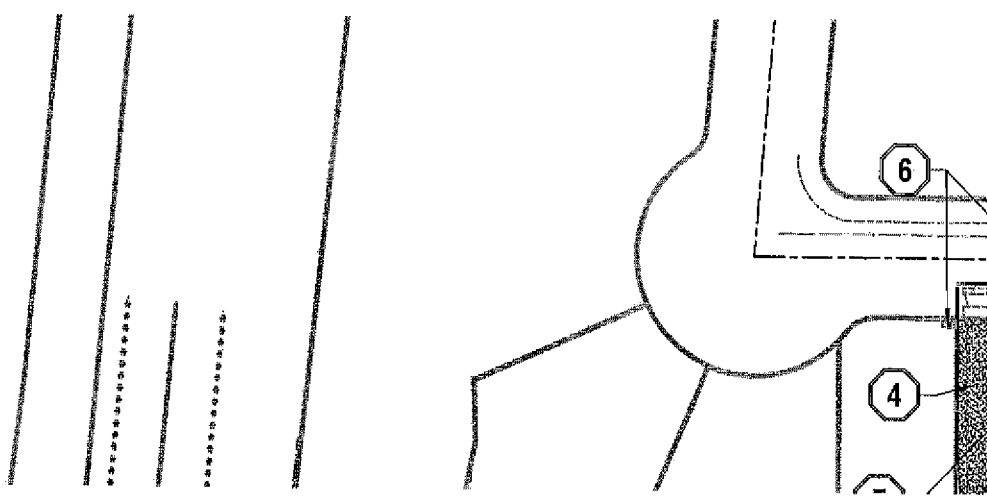


CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'



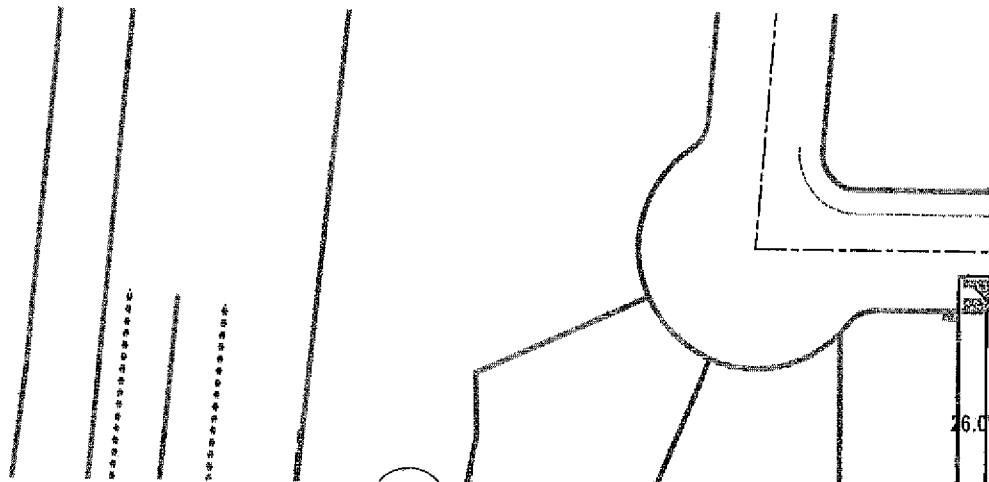


CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'



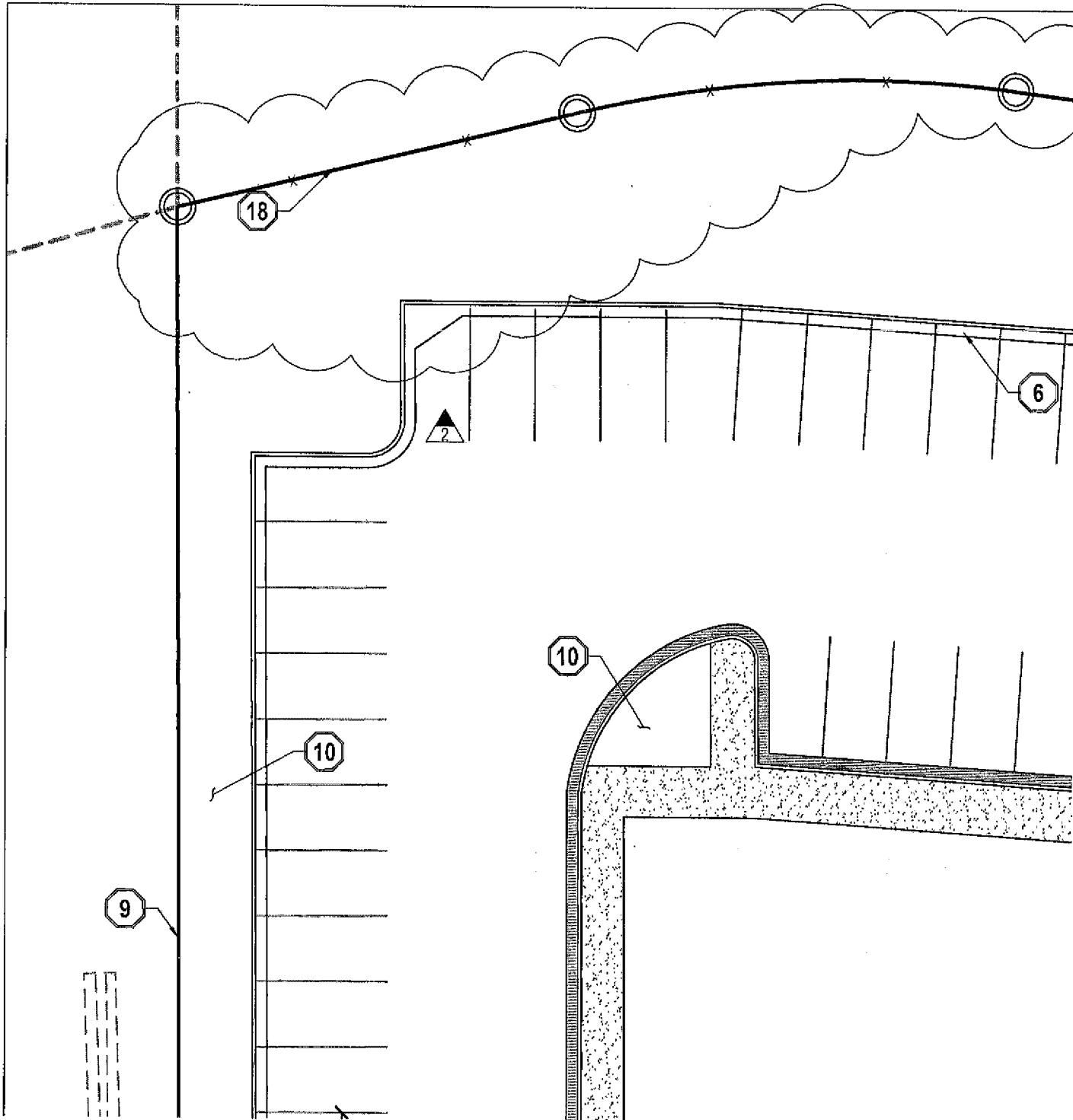


CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'





CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

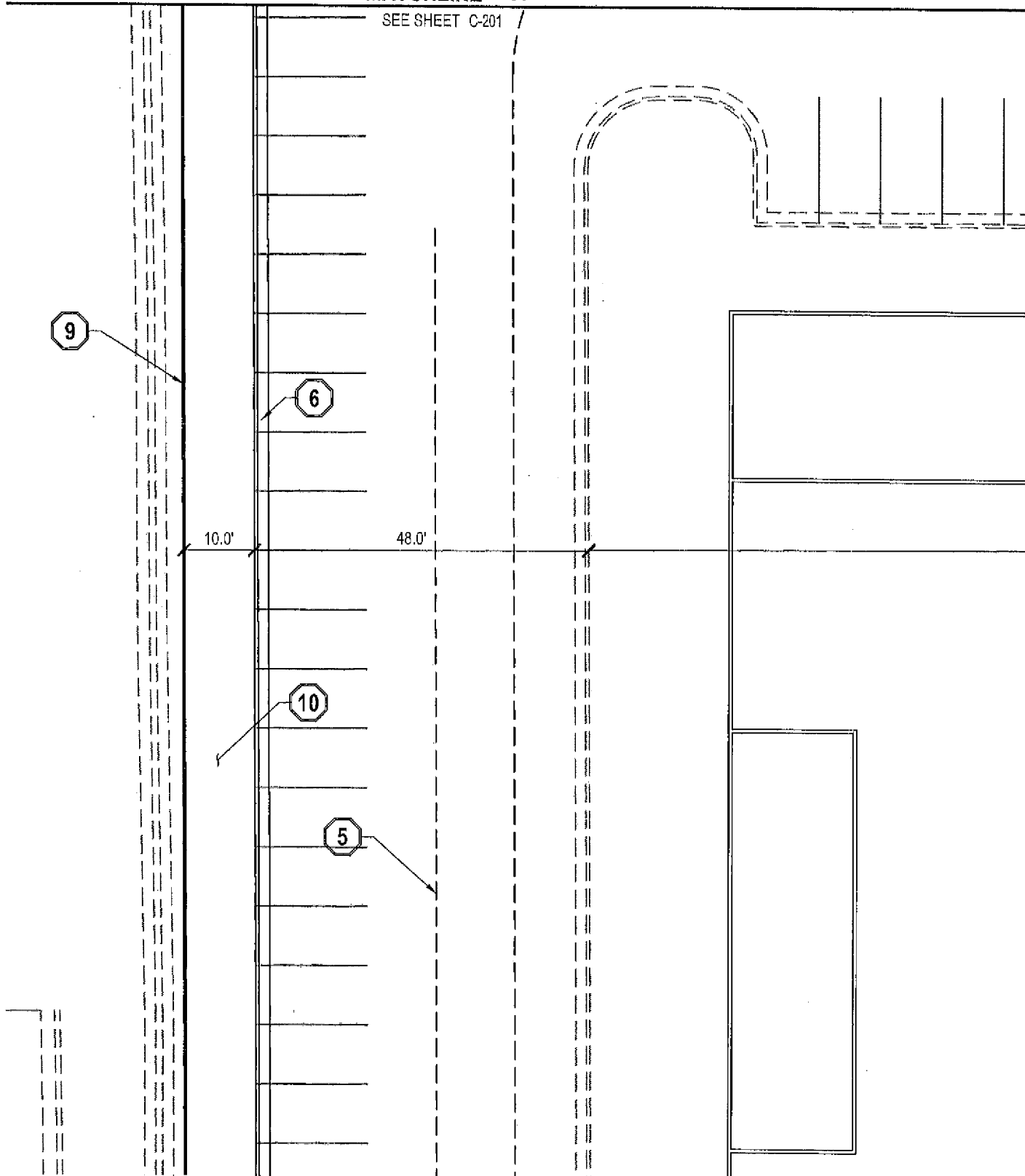
BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'

MATCHLINE "A"

SEE SHEET C-201





CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

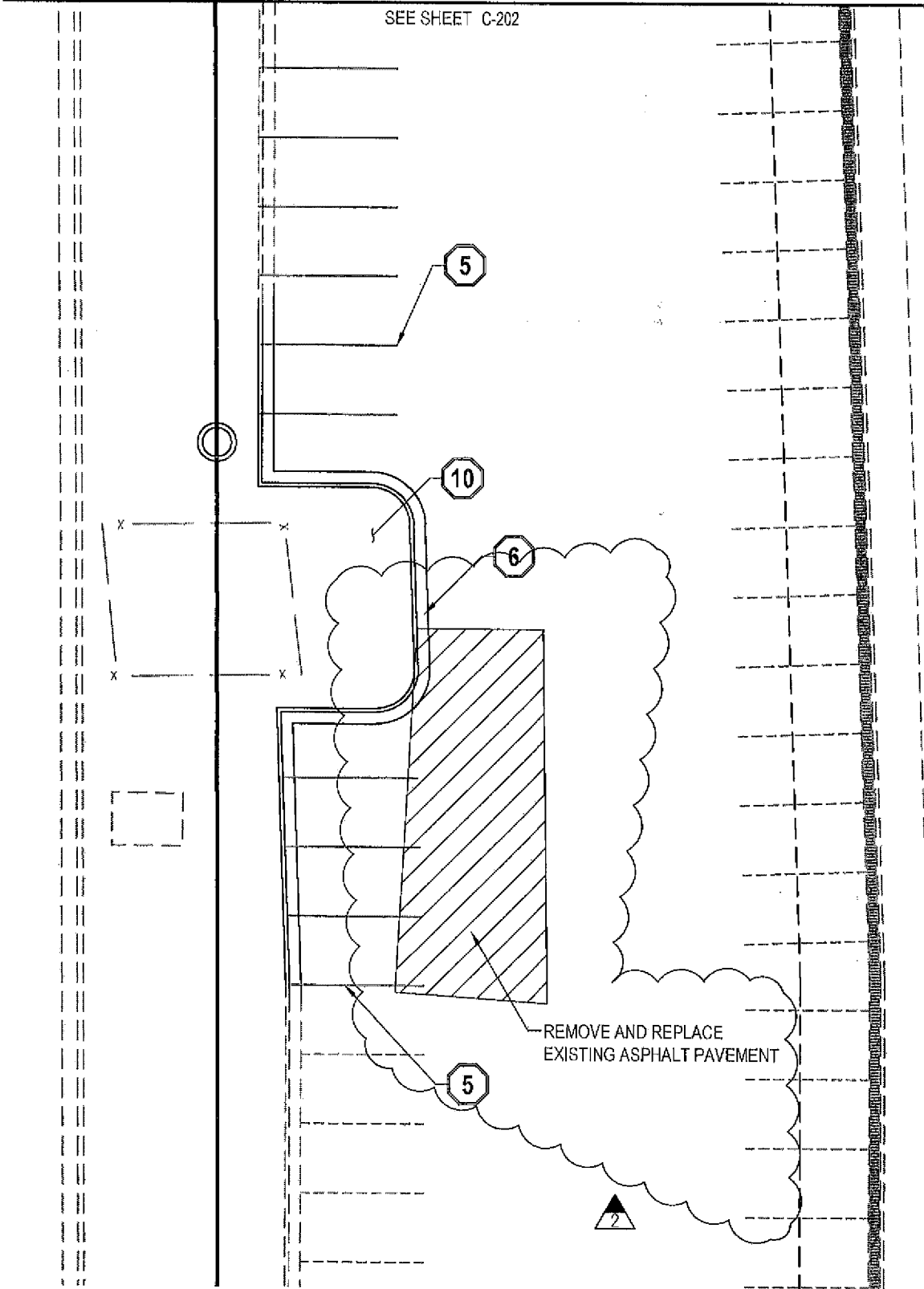
BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'

MATCHLINE "B"

SEE SHEET C-202



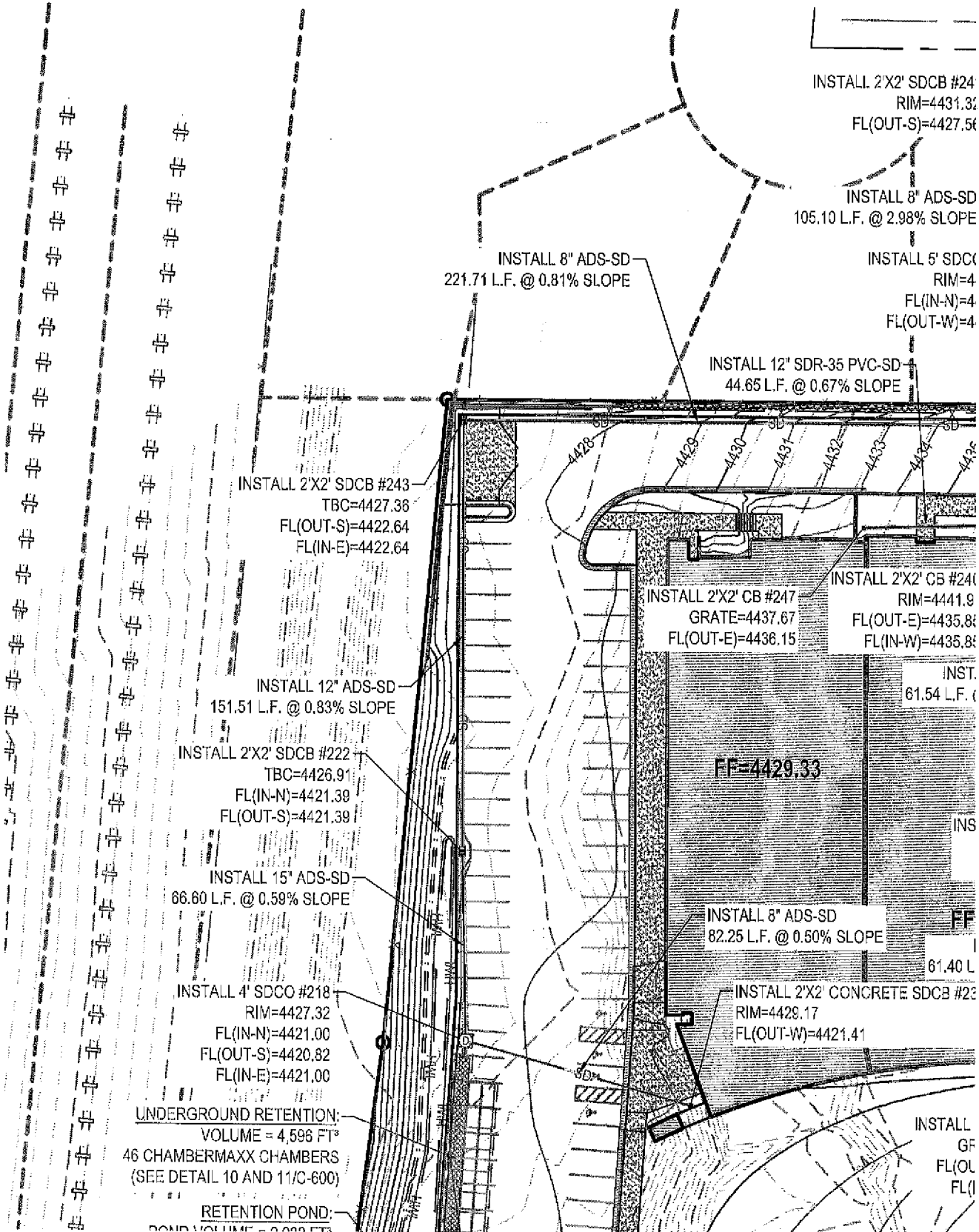


CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'



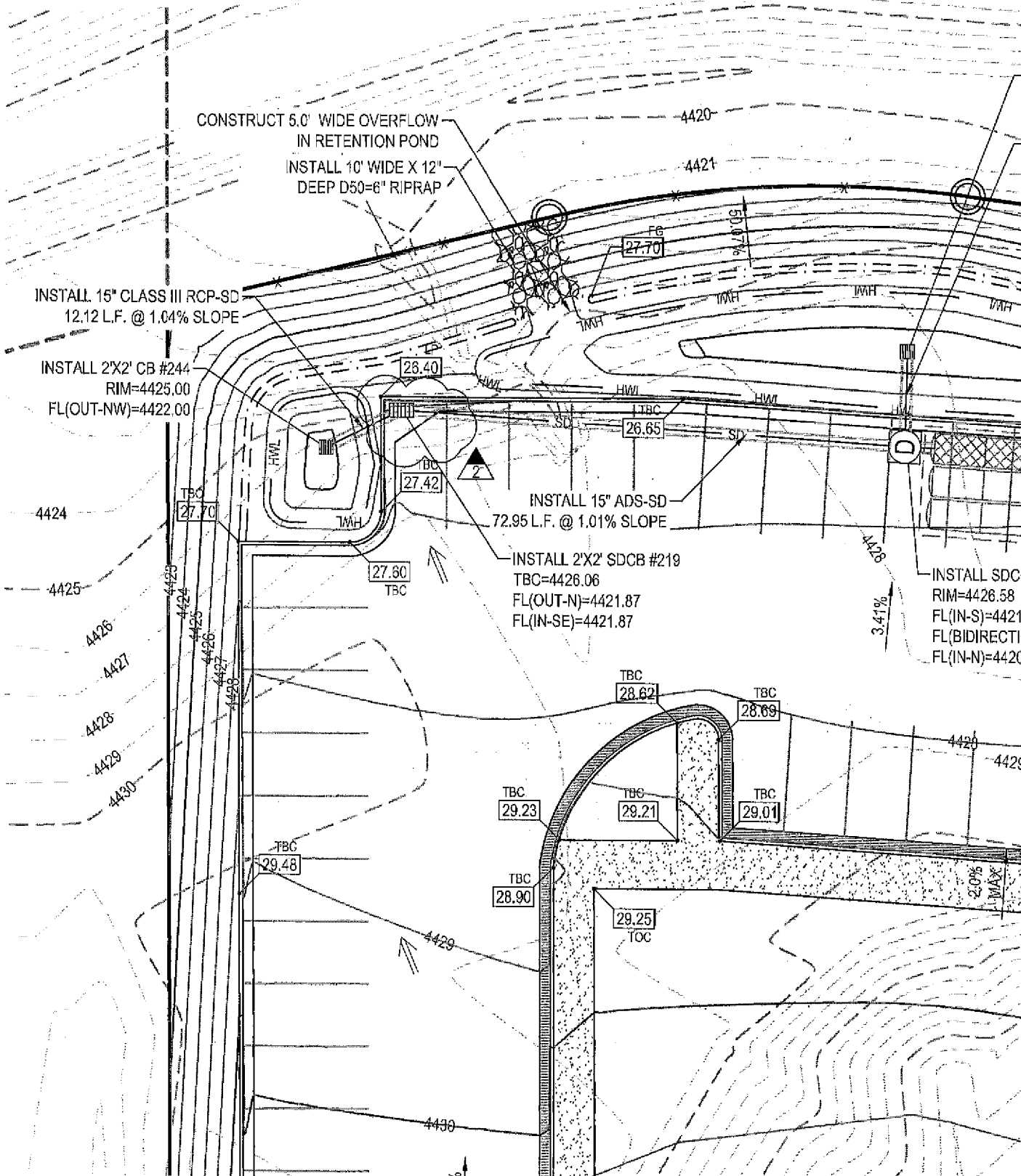


CALL BLUESTAKES
 @ 1-800-862-4111 AT LEAST 48
 HOURS PRIOR TO THE
 COMMENCEMENT OF ANY
 CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
 SECTION 25
 T3S, R1W
 SLB&M
 DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'





CALL BLUESTAKES
@ 1-800-682-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

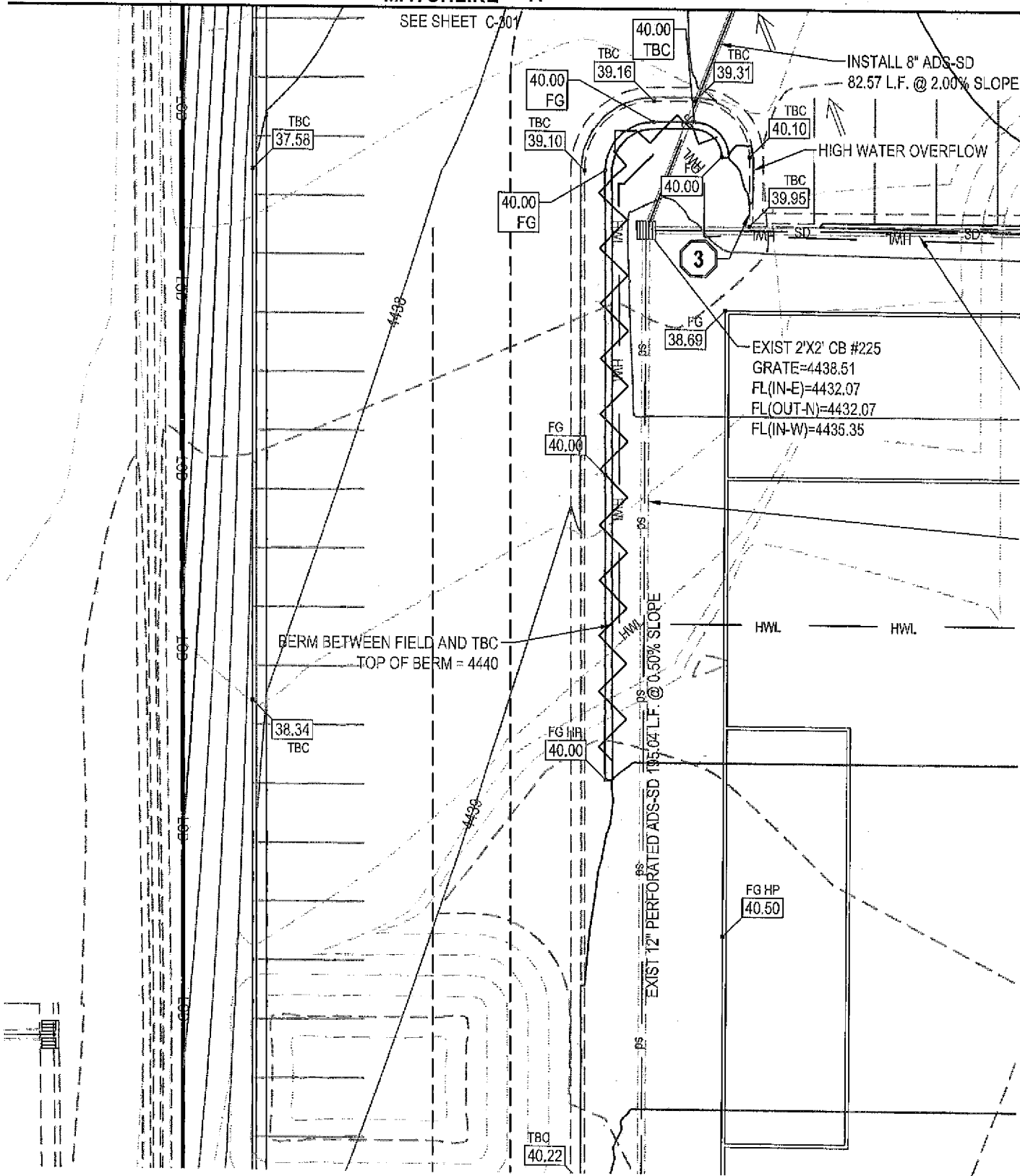
BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'

MATCHLINE "A"

SEE SHEET C-801





CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

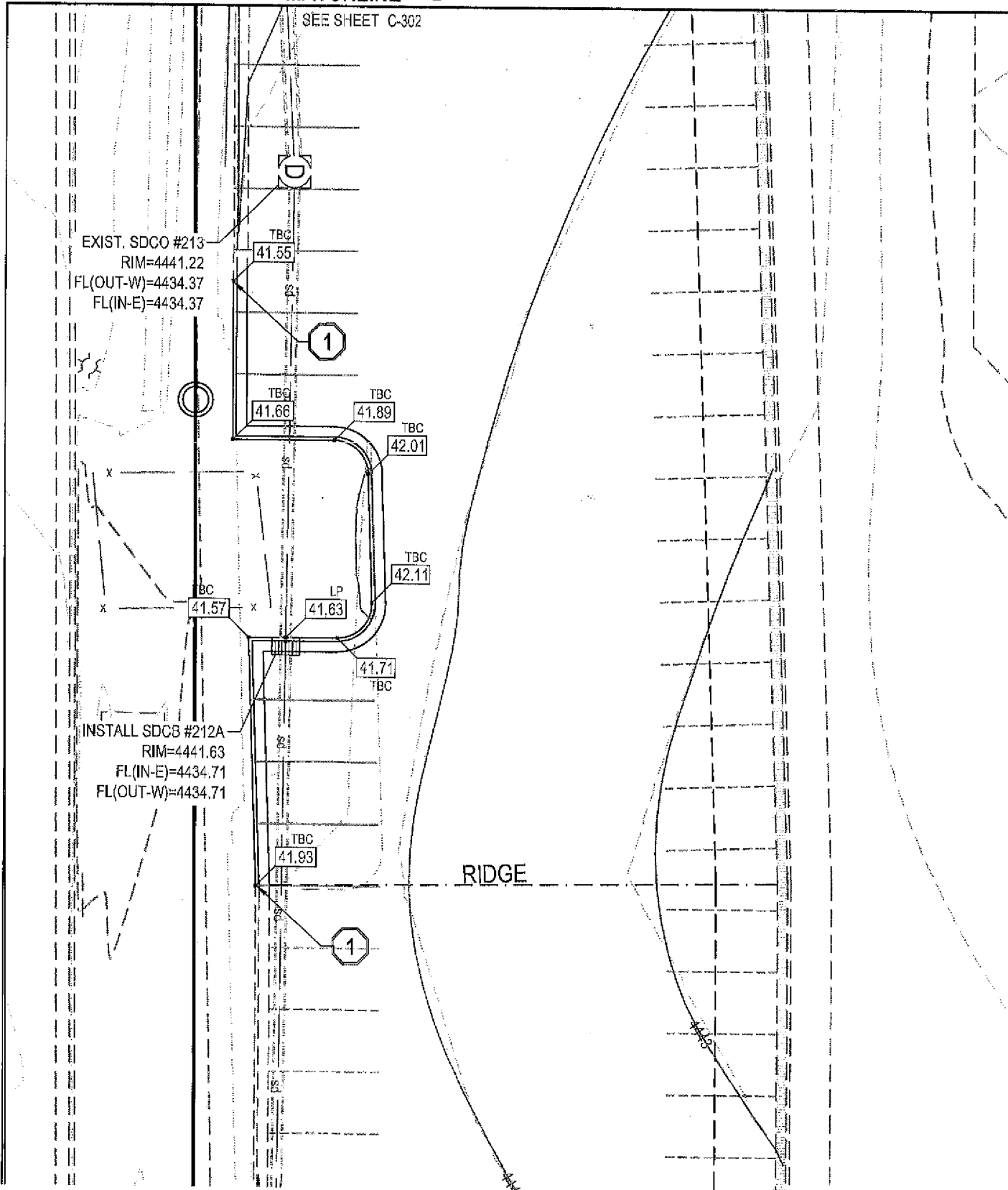
BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'

MATCHLINE "B"

SEE SHEET C-302





CALL BLUESTAKES
@ 1-800-862-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

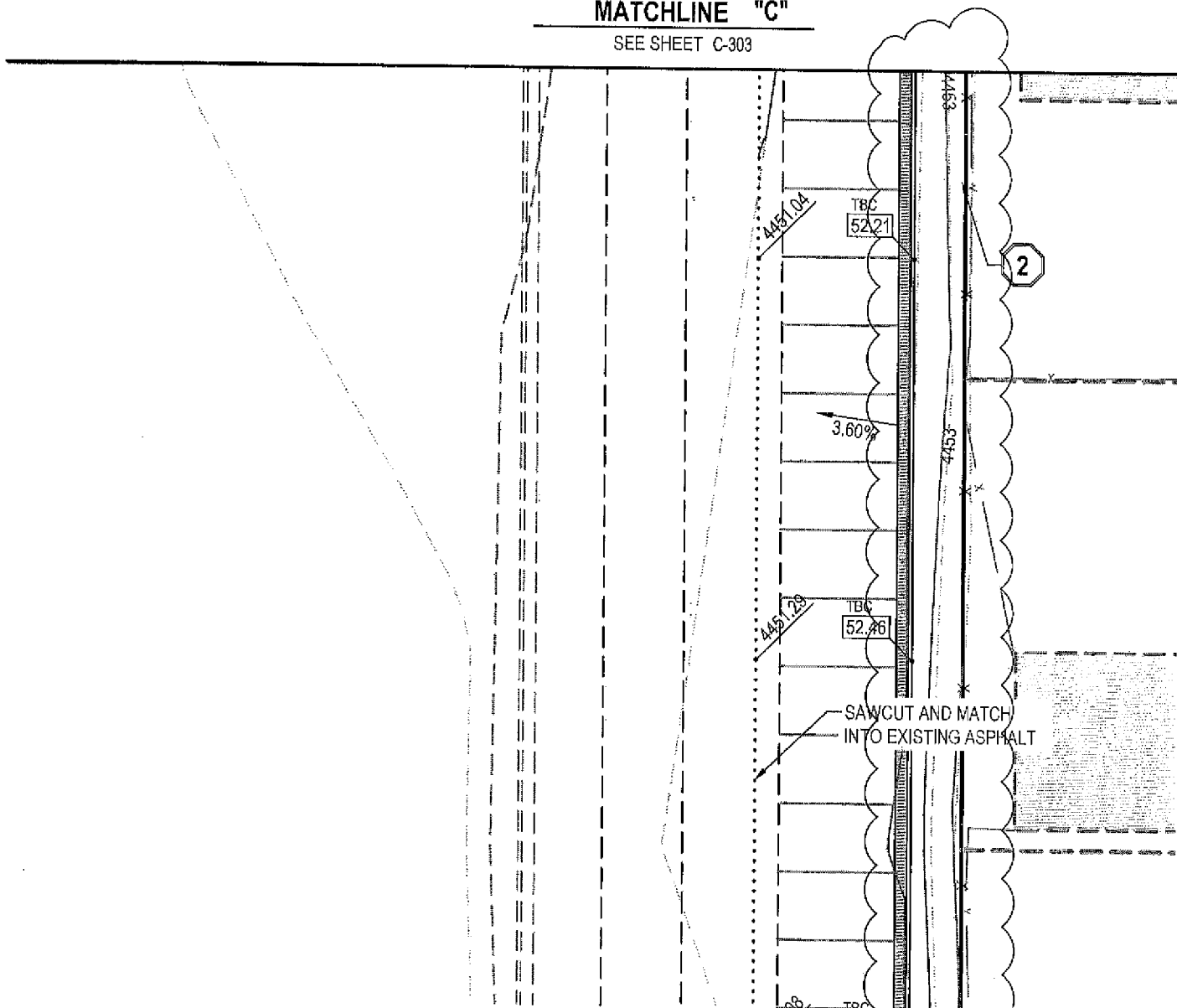
BENCHMARK

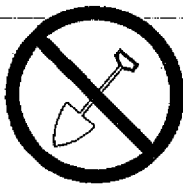
NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'

MATCHLINE "C"

SEE SHEET C-303



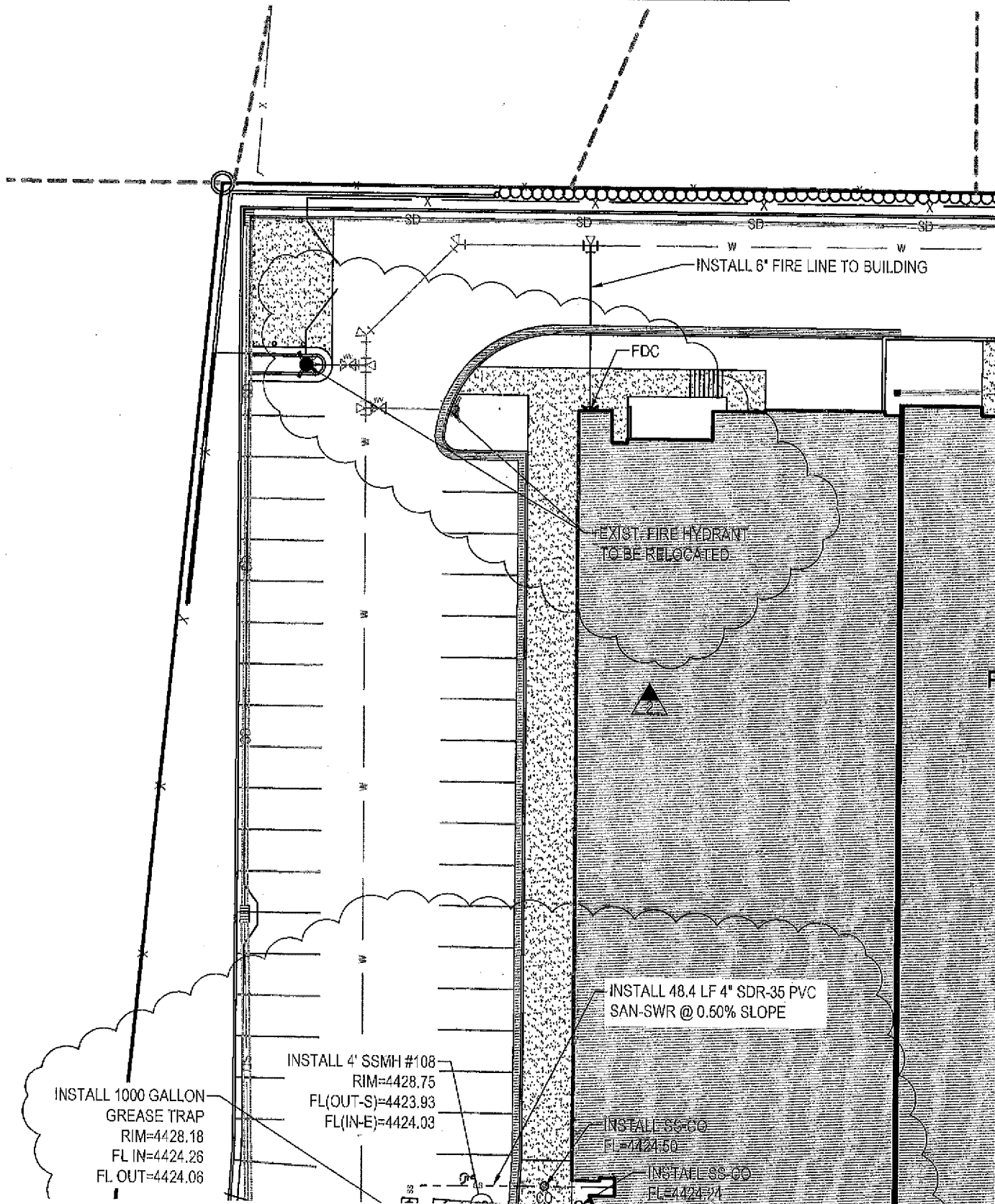


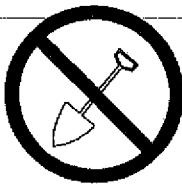
CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'





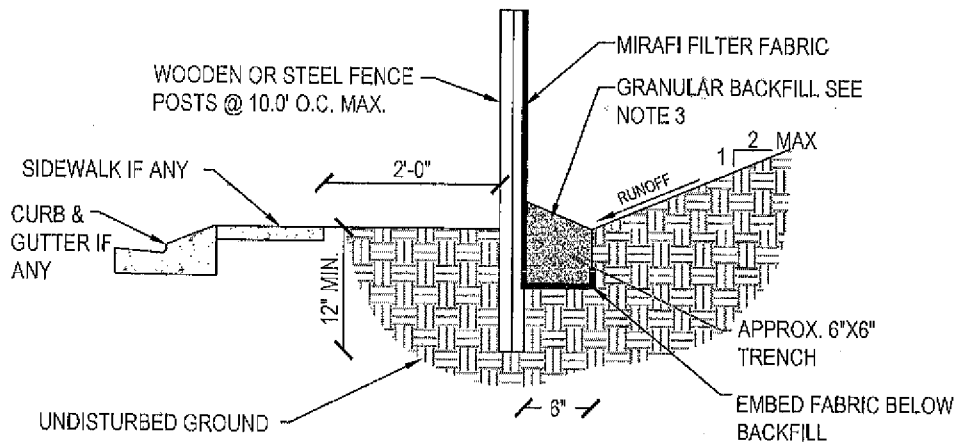
CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'

RUNOFF DIRECTION
←

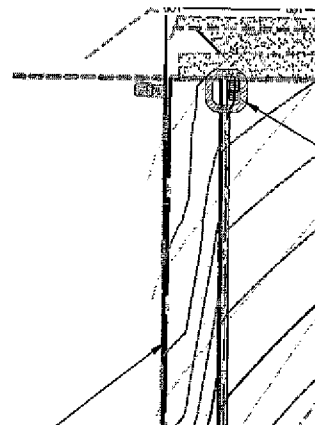


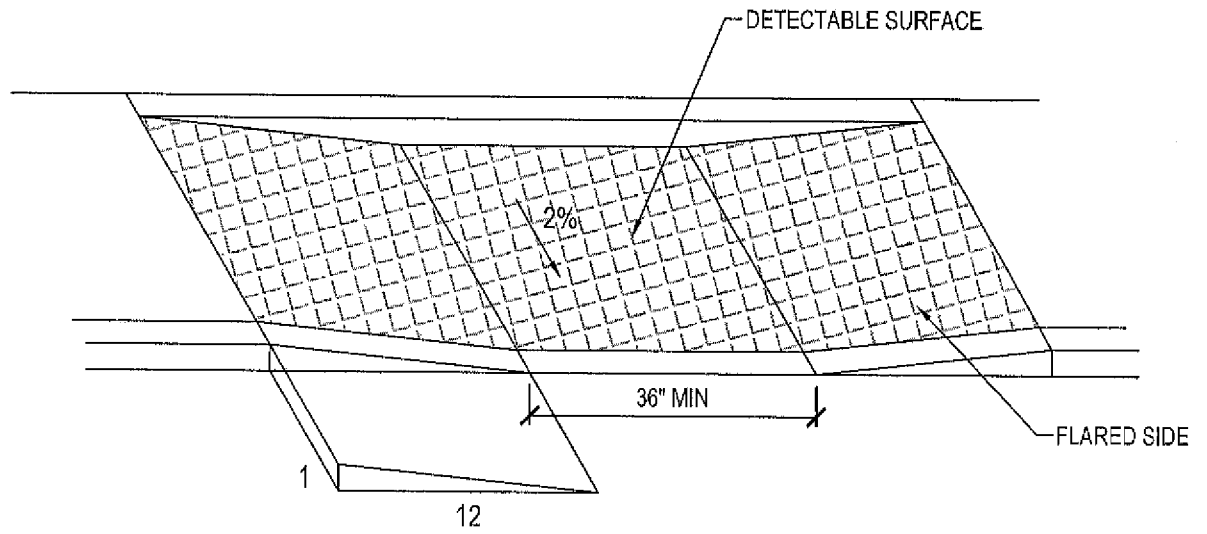
1. EXCAVATE 6" X 6" TRENCH A DISTURBANCE AS SHOWN O DRAWINGS.
2. POSTS SHALL BE POSITIONE OF FENCE.
3. LAY TOE-IN FABRIC FLAP IN I BACKFILL TRENCH WITH FRE MATERIAL, COMPACT TRENCH THE ENGINEER OF RECORD.
4. SILT FENCE GEOTEXTILE SH REQUIREMENTS.
5. REMOVE & DISPOSE OF SED ACCUMULATION IS 50% OF E
6. 10' MAX. SPACING BETWEEN
7. SILT FENCES SHALL BE INST NOT UP AND DOWN SLOPES BREAKS.



TEMPORARY SILT FENCE

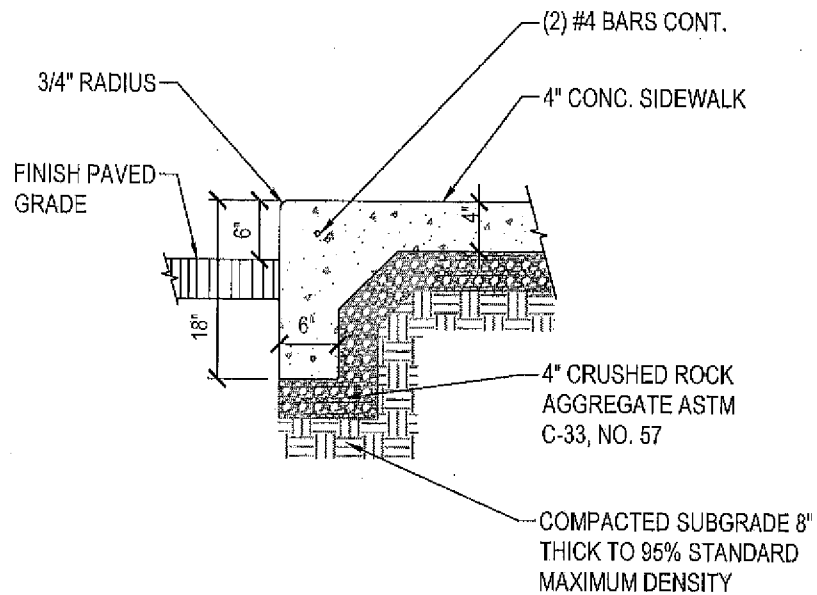
SCALE: NONE





1 ACCESSIBLE RAMP (ONSITE)

SCALE: NONE



NOTE:

1. CONSTRUCT PER NOTES AND SPECIFICATIONS ASSOCIATED WITH ADWA STANDARD PLAN NO. 324

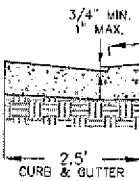
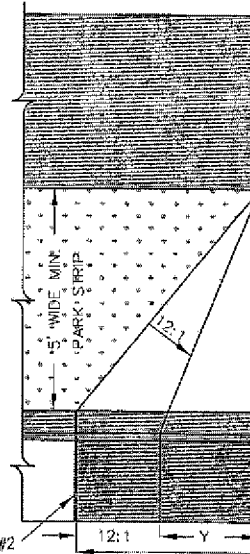


CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'



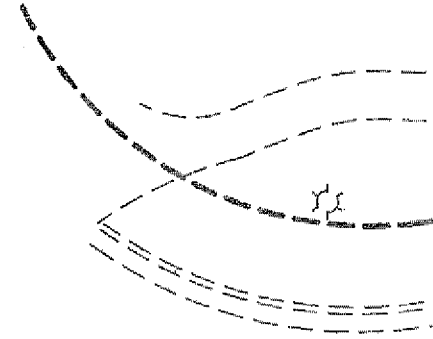


CALL BLUESTAKES
@ 1-800-862-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

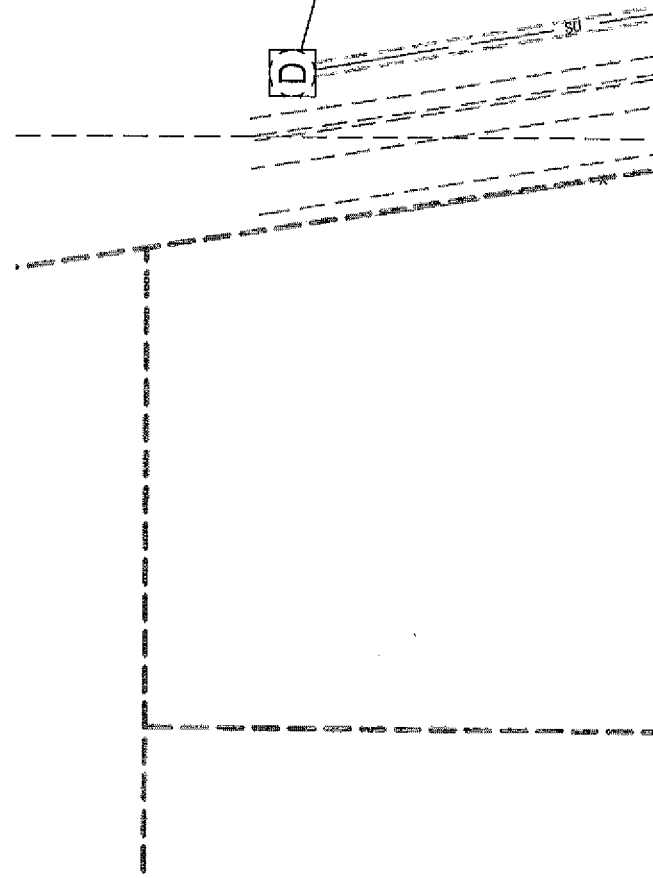
BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH

ELEVATION = 4433.81'



EXIST SDCO #1
RIM=4447.71
FL(OUT-S)=4441.01





CALL BLUESTAKES
@ 1-800-662-4111 AT LEAST 48
HOURS PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION.

BENCHMARK

NORTH QUARTER CORNER
SECTION 25
T3S, R1W
SLB&M
DRAPER, SALT LAKE COUNTY, UTAH
ELEVATION = 4433.81'

