

15
13399245
09/21/2020 02:02 PM \$0.00
Book - 11022 Pg - 5040-5054
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
UT ST DFCM REAL ESTATE
4315 S 2700 W 3RD FLR
TAYLORSVILLE UT 84129
BY: JLA, DEPUTY - WI 15 P.

When Recorded Return To:

State of Utah
Division of Facilities Construction
and Management, Attn: Real Estate
4315 South 2700 West, 3rd Floor
Taylorsville, UT 84129

A.P.N: 07-35-351-001 and
A.P.N: 14-02-201-001

(space above for Recorder's use only)

SEWER EASEMENT AGREEMENT

This SEWER EASEMENT AGREEMENT (this "Agreement") is made this 13th day of SEPTEMBER, 2018, (the "Effective Date") by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("Grantor"), and STATE OF UTAH, DEPARTMENT OF ADMINISTRATIVE SERVICES, DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

RECITALS

A. Grantor is the owner of certain real property in Salt Lake County, Utah ("Grantor's Property") more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

B. Grantee desires a perpetual, non-exclusive sewer easement on, over, across, under and through certain portions of Grantor's Property more particularly described on Exhibit B-1 and Exhibit B-2, attached hereto and incorporated herein by this reference (the "Sewer Easement Area"), for the purposes set forth in this Agreement.

C. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Grant of Easements.** Grantor hereby conveys to Grantee, without warranty, a perpetual, non-exclusive easement (the "Sewer Easement") under, on, over, across and through the Sewer Easement Area for the sole purposes of installing, constructing, designing, operating, repairing, altering, protecting, restoring, and maintaining an underground sewer line and related facilities (collectively, the "Improvements").

2. **Consideration.** Grantee has agreed to pay Grantor a payment of One Hundred Ninety Two Thousand Two Hundred Eighty Six and 70/100 Dollars (\$192,286.70) in an amount previously mutually agreed upon between the Parties, for the easement granted herein. Receipt of the payment by

Grantee to Grantor is a condition precedent to the recording and effectiveness of this Agreement and the Sewer Easement.

3. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall have the right to enter upon the Sewer Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Sewer Easement Area at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Sewer Easement Area and the entry upon the Sewer Easement Area by Grantee and Grantee's Agents. In the event Grantee needs to access the Sewer Easement Area to perform any maintenance, repair, or restoration work on the Sewer Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Sewer Easement Area and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

4. **Reservation by Grantor.** Notwithstanding anything to the contrary herein, Grantor hereby reserves the right to use the Sewer Easement Area for any use not inconsistent with Grantee's permitted use of the Sewer Easement Area. Without limiting the above, Grantor reserves the right (i) to relocate, or require the relocation of the Improvements and the Sewer Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality and such relocation terminates the use of the easement in its prior location, and (ii) to grant additional rights, easements or encumbrances to other third parties to use or occupy the Sewer Easement Area (or the surface of the Grantor Property above same). Grantee hereby understands and agrees that this Sewer Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Sewer Easement Area and/or surrounding areas in a way that does not materially prevent or impair the use or exercise of the easement rights granted hereby.

5. **Condition of the Sewer Easement Area.** Grantee accepts the Sewer Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Sewer Easement Area. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Sewer Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Sewer Easement is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Sewer Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Sewer Easement Area.

Grantee shall not disturb or interfere with any existing utility service or the rights of the beneficiaries of any existing easements and shall comply with any applicable terms and conditions in any such easements or of any such utility service providers. If Grantee interferes with any irrigation system serving Grantor's Property, Grantee shall cause Grantor's Property to be properly irrigated until such time as the irrigation system is properly restored.

6. **Construction of the Improvements.** Grantee will conduct all construction activities in a good and workmanlike manner in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

7. **Maintenance; Restoration; and Damage.**

7.1 **General Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Improvements and Sewer Easement Area in good order and condition. Grantee shall promptly repair any damage to the Grantor's Property, Grantor's improvements located thereon (including, without limitation, any and all crops, landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, signs, lighting, buildings, etc.), and Sewer Easement Area caused by Grantee and/or Grantee's Agents, and shall restore the Grantor's Property, Improvements and Sewer Easement Area to the same or better condition as they existed prior to any entry onto or work performed by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all equipment or materials which it has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil which was originally removed in the excavation process, in all areas excavated by Grantee such that the mounded areas shall settle to the same depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor Property, Improvements, and Sewer Easement Area which are damaged, rutted or otherwise disturbed as a result of Grantee's operations with the same topsoil existing prior to said construction activities (or with similar quality topsoil) as necessary; (iv) grading the areas in which the soils were removed and relocated, (v) ensuring that the grading in the Sewer Easement Area remains at a consistent level thereafter; (vi) paying for costs incurred by Grantor in replacing replanted crops damaged due to the settling of the top soil within the Sewer Easement Area; (vii) maintaining adequate site protection on replanted areas until adequate regrowth is achieved; and (viii) leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

In the event Grantee's Improvements require removal, realignment, or relocation of Grantor's improvements located on the Grantor Property, then Grantee, at its sole cost and expense, shall remove, relocate, or realign Grantor's improvements

7.2 **Future Work Conducted.** Grantee will, except in the case of an emergency, provide Grantor with at least thirty (30) day prior written notice before entering onto the Sewer Easement Area to perform any work as set forth in this Agreement and Grantee shall use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor Property

8. **Termination.** The Sewer Easement will be automatically terminated upon the earlier to occur of the following: (i) Grantee no longer uses the Sewer Easement Area and gives Grantor written notice thereof, or (ii) Grantee does not actually use the Sewer Easement Area for a consecutive period of twenty-four (24) months.

9. **Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "**Indemnitees**") harmless from and against any loss, damage, injury, accident, fire, or other casualty, liability, claim, cost, or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees (collectively the "**Claims**", or a "**Claim**") from or by any unaffiliated third

party, Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Sewer Easement Area and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Sewer Easement Area and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Sewer Easement Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Sewer Easement Area and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement by Grantor of any provision of this Agreement and any cost of removing Grantee or Grantee's Agents or its or their property or equipment from the Sewer Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by gross negligence or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage, or injury of Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

10. Insurance. Grantee will maintain in force the insurance coverages provided by the State of Utah Risk Management Fund established by Utah Code Ann. §63A-4-201. Additionally, Grantee will ensure that prior to entering onto the Sewer Easement Area or the Grantor Property, all of Grantee's Agents and the Grantee Parties who assist with the construction, maintenance or use of the Sewer Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain policies which, at a minimum, provide Grantor the protection provided by following insurance coverage and policies.

10.1. Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring the insured's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Sewer Easement Area and the ways immediately adjoining the Sewer Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Sewer Easement Area, the Grantor Property, and adjacent areas.

10.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, the insured shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

10.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

10.4. Waiver. Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to Grantor's Property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

10.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Grantee under this Agreement or otherwise, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Grantor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Grantor, shall be delivered to Grantor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

11. Liens. Grantee shall keep Grantor's Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on Grantor's Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

12. Notice. All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses of the signatories to this Agreement are set forth below:

If to Grantor: Suburban Land Reserve, Inc.
 Attn: Doug Holmberg
 79 S. Main St., Suite 500
 Salt Lake City, UT 84111

If to Grantee: State of Utah, DFCM
 Attn: Lee Fairbourn
 450 North State Street
 Salt Lake City, Utah

13. Non-Waiver. No delay or omission of any party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the Parties hereto.

14. Miscellaneous.

14.1. Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

14.2. Partial Invalidity. If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

14.3. Captions. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

14.4. Gender. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

14.5. Relationship of the Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or render any of such Parties liable for the debts or obligations of the other party hereto.

14.6. Amendment. This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

14.7. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

14.8. Attorney Fees. In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

14.9. Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Grantor shall have the right to perform any act, or do any thing, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

14.10. Assignment. Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion; provided, however, Grantee may assign its rights and obligations under this Agreement to Salt Lake City Corporation, provided Grantee transfers the Improvements to Salt Lake City Corporation and Grantee records an instrument in the public records of

such assignment and assumption of the rights and obligations of this Agreement by Salt Lake City Corporation.

[signature and notarization to follow]

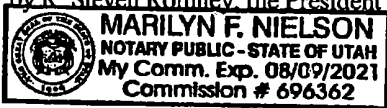
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

GRANTOR: SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: R. Steven Romney
R. Steven Romney, President

STATE OF UTAH)
)
:ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18 day of Sept., 2018,
by R. Steven Romney, the President of SUBURBAN LAND RESERVE, INC., a Utah corporation.



Marilyn F. Nielson
NOTARY PUBLIC
Residing at: Courtside, UT

My Commission Expires:
8/9/2021

[signature and notarization to follow]

GRANTEE:

STATE OF UTAH, DEPARTMENT OF
ADMINSTRATIVE SERVICES, DIVISION OF
FACILITIES CONSTRUCTION AND
MANAGEMENT

By: *Lee Fairbairn*

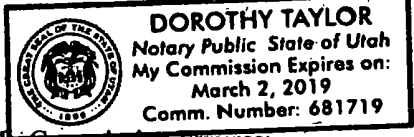
Name (Print): *Lee Fairbairn*

Its: *Real Estate Manager*

APPROVED AS TO FORM:
/S/ Mike Kelley, Assistant Attorney General
MAA Kelley

STATE OF UTAH)
)
) :ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this *13th* day of *September*, 2018,
by *Lee Fairbairn*, the *Real Estate Manager* of the STATE OF UTAH, DIVISION OF FACILITIES
CONSTRUCTION AND MANAGEMENT, a Division of the Department of Administrative Services.



Dorothy Taylor
NOTARY PUBLIC
Residing at: *Salt Lake City*

My Commission Expires:
March 2, 2019

EXHIBIT A

[Legal Description of the Grantor's Property]

PRI REMAINDER – WEST PARCEL

A parcel of land located in Lots 2 and 3 and the South Half of the North Half of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point North 00°04'44" East 110.91 feet along the west line of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian from the West Quarter Corner of said Section 2, and thence continuing along said line North 00°04'44" East 1,218.23 feet to the Southwest Corner of Lot 4 of said Section 2; thence South 89°57'20" East 1,321.81 feet to the Southwest Corner of Lot 3 of said Section 2; thence along the west line of said Lot 3 North 00°00'19" East 1,154.92 feet; thence North 89°57'48" East 706.21 feet; thence South 82°53'00" East 747.21 feet; thence South 00°01'23" East 981.50 feet; thence North 89°50'27" West 22.50 feet; thence South 00°10'07" West 1,331.57 feet to the north line of 300 South Street; thence along said line North 89°49'53" West 2,037.54 feet to the easterly line of Alpha Parcel "A", Westport Industrial Park - Plat 3; thence along the boundary of said Alpha Parcel the following five courses: 1) North 44°16'34" West 56.03 feet, 2) North 00°14'10" West 35.84 feet, 3) West 61.86 feet, 4) South 00°06'04" West 59.17 feet, and 5) South 53°25'07" West 27.55 feet to said north line of 300 South Street; thence along said line the following two course: 1) North 89°49'53" West 526.44 feet to a point of tangency of a 25.00 foot radius curve to the right and 2) Northwesterly 39.23 feet along the arc of said curve through a central angle of 89°54'21" and a long chord of North 44°52'43" West 35.33 feet to the north line of said Westport Industrial Park - Plat 3; thence along said line North 89°49'11" West 33.00 feet to the POINT OF BEGINNING. Said parcel contains 5,053,048 square feet or 116.00 acres, more or less.

Parcel South of Interstate 80 and North of Salt Lake Garfield & Western Railway

A parcel of land located in the Southeast Quarter of Section 34 and the South Half of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point North 00°03'49" East 66.00 feet from the South Quarter Corner of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, and thence parallel to the south line of said Section 35 South 89°57'48" West 2,640.22 feet to the east line of Section 34, Township 1 North, Range 2 West, Salt Lake Base and Meridian; thence parallel to the south line of said Section 34 South 89°58'44" West 1,319.45 feet to the west line of Lot 12, Maplewood Addition to Salt Lake City; thence along said line North 00°02'29" East 438.70 feet to the south line of Interstate 80; thence along said line the following ten courses: 1) South 88°07'56" East 601.94 feet, 2) South 88°07'56" East 75.76 feet, 3) South 86°27'55" East 801.52 feet, 4) South 87°35'15" East 700.64 feet, 5) North 89°57'30" East 800.00 feet, 6) North 87°05'46" East 1,001.25 feet, 7) North 89°54'30" East 700.00 feet, 8) South 84°37'13" East 132.98 feet to a point on the arc of a 1,362.39 foot non-tangent curve to the right, 9) Easterly 487.32 feet along the arc of said curve through a central angle of 20°29'40" and a long chord of South 75°47'40" East 484.73 feet and 10) South 52°42'24" East 421.26 feet to a point 66.00 feet perpendicularly distant northerly of said south line of Section 35; thence parallel to said line South 89°57'19" West 1,655.40 feet to the POINT OF BEGINNING. Said parcel contains 1,999,510 square feet or 45.90 acres, more or less.

Cked by JJB 16 January 2018

EXHIBIT B-1

[Legal Description of the Sewer Easement Area]

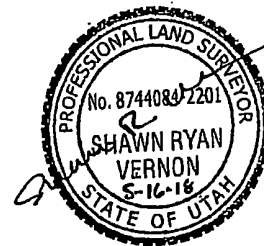
**Sewer Easement (E20)
Suburban Land Reserve Inc.
Parcel No. 07-35-351-001
4/12/2018 SRV**

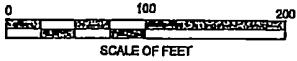
A sewer easement, upon part of an entire tract of land situate in the Southeast Quarter 4 and the Southwest Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said sewer easement of land are described as follows:

Beginning at a point on the south boundary line of said entire tract which is South 89°46'16" East 78.78 feet, along said section line, and North 00°13'44" East 66.00 feet from the South Quarter Corner of said Section 35; and running thence North 00°12'37" East 337.28 feet; thence North 89°51'11" West 57.75 feet; thence South 87°20'04" West 494.46 feet; thence North 00°14'08" East 50.06 feet to the southerly right-of-way line of I-80 as shown on plans for Project No. I-80-3(12)105; thence, along said southerly right-of-way line the following two courses: (1) North 87°20'04" East 493.15 feet, (2) South 89°51'11" East 109.03 feet; thence South 00°12'37" West 387.35 feet to said south boundary line; thence, along south boundary line, North 89°46'16" West 50.00 feet to the Point of Beginning.

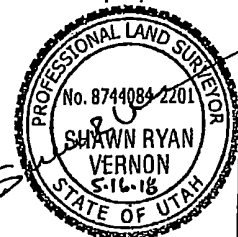
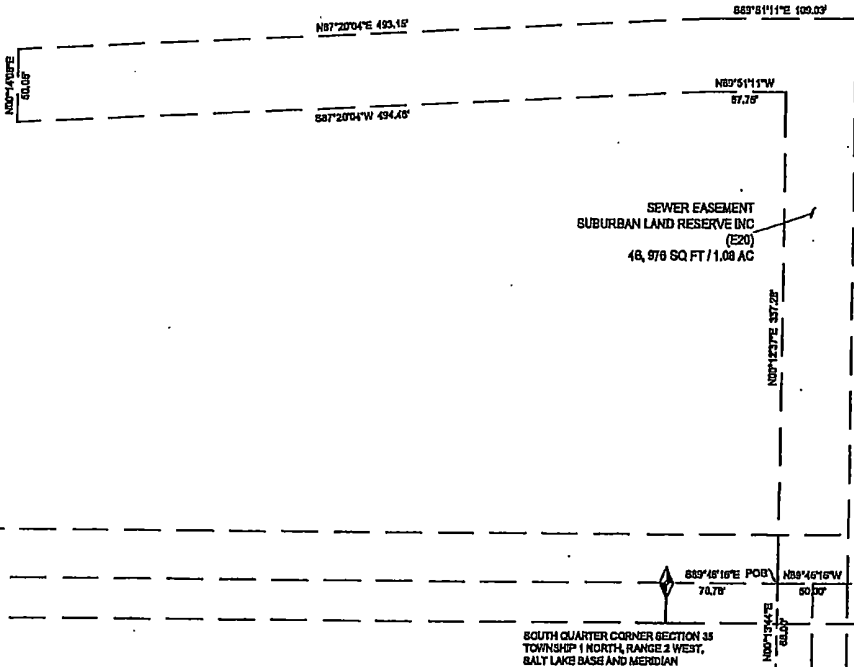
Containing 46,976 square feet or 1.08 acres, more or less.

Cked by JJB 22 May 2018





SCALE OF FEET



SEWER EASEMENT
SUBURBAN LAND RESERVE INC.
(PARCEL NO. 07-35-351-001)
(E20)

PSOMAS

4178 Rimbock Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (FAX)

USCF
E20
EXHIBIT (4-12-2018)

Scale: 1"=100'

Drawn by: SRV

Checked by: JT

PROJECT NO. 8H0E010300

FIGURE #

EXHIBIT B-2

[Legal Description of the Sewer Easement Area]

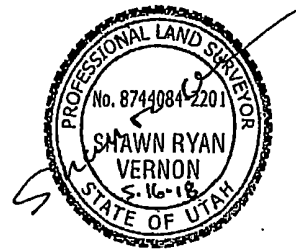
**Sewer Easement (E24)
Suburban Land Reserve Inc.
Parcel No. 14-02-201-001
4/12/2018 SRV**

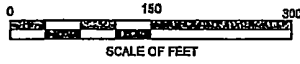
A sewer easement, upon part of an entire tract of land situate in the Northeast Quarter of Section 2, Township 1 South, Range 2 West Salt Lake Base and Meridian, in Salt Lake County, Utah. The boundaries of said sewer easement of land are described as follows:

Beginning at a point being South 89°46'16" East 103.80 feet, along said section line, and South 00°12'37" West 259.44 feet from the North Quarter Corner of said Section 2 and running thence South 82°39'00" East 25.20 feet; thence South 00°12'37" West 981.50 feet; thence North 89°36'27" West 22.50 feet; thence South 00°24'07" West 33.00 feet; thence North 89°36'27" West 27.39 feet; thence North 00°12'37" East 885.03 feet; thence North 89°47'23" West 54.85 feet; thence North 00°12'37" East 120.00 feet; thence South 89°47'23" East 54.85 feet; thence North 00°12'37" East 15.58 feet; thence South 82°39'00" East 25.19 feet to the Point of Beginning.

Containing 56,715 square feet or 1.302 acres, more or less.

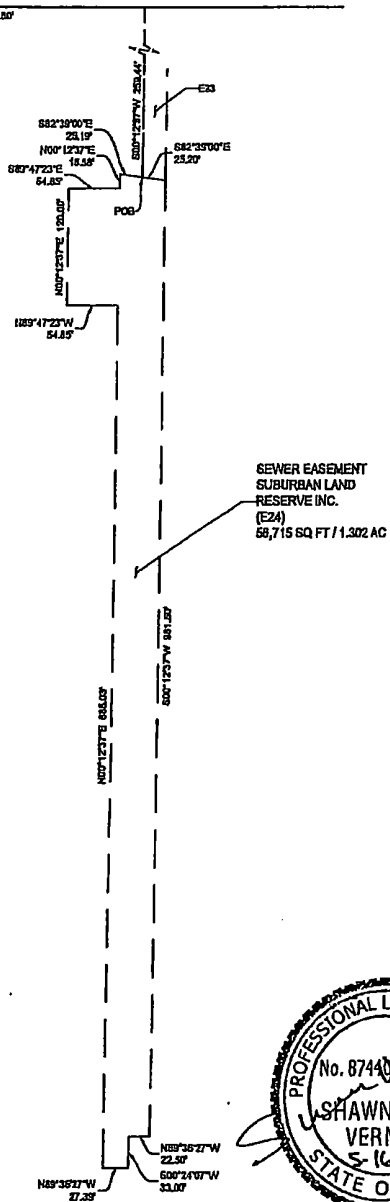
Cked by JJB 22 May 2018





SCALE OF FEET

NORTH QUARTER CORNER SECTION 2,
TOWNSHIP 1 SOUTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN



SEWER EASEMENT
SUBURBAN LAND
RESERVE INC.
(E24)
68,715 SQ FT / 1.302 AC

SUBURBAN LAND RESERVE INC.
(E24)



PSOMAS

479 Ribbeck Road, Suite 200
Salt Lake City, Utah 84123
(801) 270-5777 (801) 270-5782 (fax)

USCF
E24
EXHIBIT (4-12-2018)

Scale: 1"=150'

Drawn by: SRV

Checked by: JT

PROJECT NO. 8H0E010300

FIGURE #