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RASHELLE HOBBS
Recorder, Salt Lake County, UT
SNELL & WILMER
BY: eCASH, DEPUTY - EF 36 P.

When Recorded, Return To:

Sandy City Attorney's Office
Attn: Steven Osborn
10000 Centennial Pkwy
Sandy, UT 84070

APN: See Exhibits "A," "A-1," and "B"

NON-EXCLUSIVE EASEMENT AGREEMENT

THIS Non-exclusive Easement Agreement ("Agreement") is made and entered into this 7 day of December, 2020 ("Effective Date"), by and between **ST MALL OWNER, LLC**, a Delaware limited liability company, (hereinafter referred to as "Grantor"), and **SANDY CITY**, a Utah municipal corporation (hereinafter referred to as "Grantee"). Grantor and Grantee are sometimes referred to herein as a "Party," and collectively as the "Parties."

RECITALS

WHEREAS, Grantor owns certain real property, identified as Salt Lake County Tax ID / Sidwell No. 27-13-227-021-4001, the street address of which is approximately 10260 South Centennial Parkway, Sandy, Utah ("Grantor's Property"); and

WHEREAS, Grantor's Property is crossed from east to west by the Dry Creek drainage channel ("Dry Creek"), which drains an area from Bell's Canyon west to the Jordan River; and

WHEREAS, Salt Lake County has the primary obligation of maintaining flood control facilities in its jurisdiction including in Dry Creek, and has a right under the Salt Lake County flood control ordinance(s), including Chapter 17.08 thereof, to go upon and do work within the Phase 2 Channel Area of Dry Creek; and

WHEREAS, all construction and maintenance work on flood channels and within forty feet from the top of the bank of any flood channel, including Dry Creek, within Salt Lake County, is under the jurisdiction and control of Salt Lake County, and may require a permit from Salt Lake County (Salt Lake County Ordinance Section 17.08.020(B)); and

WHEREAS, the Parties understand that Salt Lake County has ultimate responsibility for Dry Creek operation and maintenance to meet flood carrying capacity; and

WHEREAS, the Grantee is authorized but not required by Salt Lake County to perform flood control and restoration work in Dry Creek within Sandy City; and

WHEREAS, Grantee received a permit from Salt Lake County for the construction of the improvements of the Dry Creek Phase 2 Channel improvements, and was reimbursed by Salt Lake County for some of the costs of those improvements; and

WHEREAS, on or about January 29, 2018, Grantor and Grantee entered into a Right of Entry and Occupancy Agreement (the "Right of Entry and Occupancy Agreement") for the

construction of certain channel, landscaping, recreational and pedestrian path improvements to and along Dry Creek between Centennial Parkway and Monroe Street in the area described and depicted in **Exhibit "A"**, attached hereto (herein called the "**Phase 2 Channel Area**"), to reduce flooding potential and to provide recreational and aesthetic improvements near and along Dry Creek; and

WHEREAS, Grantee contracted with Beck Construction and Excavation, Inc. ("**Beck Construction**") for the Dry Creek and park improvements. Beck Construction has completed the construction of (i) the Dry Creek improvements (the "**Channel Improvements**"), which include improvements to Dry Creek , and related ground work, and (ii) the recreational and aesthetic improvements outside of the Dry Creek (the "**Park Improvements**") on the ground on both sides and above Dry Creek, which include a pedestrian pathway, bridge, landscaping, tables and benches and other recreational improvements, referred to or designated herein on the Easement Areas (defined below) substantially according to the construction drawings on **Exhibit "A-1"** attached hereto (the Channel Improvements and the Park Improvements are collectively referred to herein as the "**Improvements**");and

WHEREAS, this Agreement adds to, enhances, and in no way diminishes the County's authority, nor the Grantee's authority to conduct flood control work within the Dry Creek Flood Channel on behalf of the County, nor does this Agreement limit the Grantee's emergency rights for access in flood events; and

WHEREAS, the Parties intend that Grantee have a permanent non-exclusive easement to inspect, maintain, repair, reconstruct, and reconfigure the Phase 2 Channel Area; and

WHEREAS, the Parties intend that Grantee and the Grantee-Authorized Parties have a non-exclusive easement for the construction, reconstruction, inspection, maintenance, repair of the landscaping, pedestrian path, bridge, benches, picnic tables, and other improvements built by Grantee or the Grantee-Authorized Parties (defined later) from time to time along the Phase 2 Channel Area for so long as the general public shall have an easement to use the Public Easement Property (defined later) under this Agreement; and

WHEREAS, the Parties intend that an easement be created for public use on the "**Public Easement Property**" (as described in **Exhibit "B"**, attached hereto) for passage over and across such Public Easement Property by pedestrians and persons on bicycles, skateboards, kick-scooters, and for similar small self-powered or electric vehicles as set out below, and for brief recreational use as set forth herein; and

WHEREAS, the Parties do not intend to create or constitute a public forum on the Public Easement Property or other properties on which an easement is allowed hereunder; and

WHEREAS, the Parties desire to enter into this Agreement according to the terms set forth below,

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises and obligations contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easements.

a. **Phase 2 Easement.** Grantor hereby grants to Grantee a permanent non-exclusive easement ("Phase 2 Easement") over and across the Phase 2 Channel Area for the purpose of allowing Grantee and its officers, employees, agents, and contractors (collectively, the "Grantee-Authorized Parties"), to inspect, maintain, repair, reconstruct, and reconfigure the Improvements in accordance with plans and specifications approved by Grantor, which plans and specifications are identified on Exhibit "A-1" attached hereto.

b. **Public Use Easement.** Grantor hereby grants to the general public a nonexclusive easement ("Public Use Easement") on, over, and across the Public Easement Property for the following uses:

- i. for ingress and egress, including along the path constructed by Grantee under the Right of Entry and Occupancy Agreement for use by pedestrians for walking, running, roller-skating, cross-country skiing; for bicycling, skateboarding, the use of kick-scooters, and for similar uses, including small battery-powered vehicles designed for speeds under 20 mph and for use by only one person, but not for fuel-powered combustion-engine vehicles except by authorized personnel of Grantor or Grantee as provided in Subsection 1(c) below; and
- ii. for brief recreational and common urban park use, including, without limitation, sitting or lying on benches or on the ground, bird and wildlife watching, playing, exercising, picnicking, walking, and similar uses, but not including camping. No sunbathing or playing in the water is allowed.
- iii. Unless earlier terminated as provided herein, the Public Use Easement shall commence upon the delivery to Grantor of a certificate of completion of the Improvements issued by Grantee or the Grantee-Authorized Parties, and shall continue thereafter for a period of fifty (50) years (the "Term"). After the Term, the Public Use Easement shall automatically renew for one (1) successive period of fifty (50) years (the "Renewal Term"), unless either party provides written notice to the other Party of its objection to such renewal at least ninety (90) days in advance of the first day of the Renewal Term. Grantor reserves the right to establish rules consistent with the terms of this Agreement restricting or altogether prohibiting access to or use of the Public Easement Property, including without limitation, rules relating to safety, duration, and time of use, provided that public access to the trail and the bridge over Dry Creek, which may not be restricted without written approval signed by the City's Mayor or Chief Administrative Officer. Notwithstanding the foregoing, the Public Use Easement is subject to temporary closures for construction,

repair, and maintenance, for traffic regulation and control, and to prevent public dedication of the Easement Areas (defined below). The Parties may by agreement between themselves permit or restrict, or temporarily or permanently terminate the Public Use Easement; it is understood that no consent of any person other than Grantor and Grantee shall be necessary for such restriction or termination.

- c. **Maintenance Easement.** Grantor hereby grants to Grantee a non-exclusive easement ("Maintenance Easement") on, over, and across the Phase 2 Channel Area and the Public Easement Property (collectively referred to herein as the "Easement Areas"), for the purpose of allowing Grantee and the Grantee-Authorized Parties to inspect, maintain, repair, reconstruct, and replace the Improvements, including, without limitation, path, trail, bridges, benches, signs, sprinkler system, landscaping, and other improvements constructed by Grantee or the Grantee-Authorized Parties on the Easement Areas, in accordance with this Agreement, and the right of ingress and egress in, from, and to said Easement Areas for the Term of the Public Use Easement, as may be renewed. Notwithstanding other language contained herein prohibiting the use of certain fuel-powered motorized vehicles on the Easement Areas in the Recitals and in Subsection 1(b)(i), Grantee's employees and volunteers may use reasonably needed motorized equipment and vehicles in the inspection, maintenance, and repair of the Improvements, and in monitoring and preserving public safety therein. Grantee's employees and volunteers shall exercise reasonable care to avoid injury to persons and property while performing any such work.

2. **Costs.** All expenses and costs for the construction, inspection, maintenance, and repair of the Park Improvements shall be paid by Grantee. Any Channel Improvements undertaken by Grantee shall also be paid by Grantee.

3. Grantee's Duty to Inspect and Maintain Improvements.

(a) **Park Improvements.** For the duration of the Term, and the Renewal Term, if applicable, Grantee shall inspect and maintain the Park Improvements in the same manner as Grantee inspects and maintains its other trails, paths, and park improvements, subject to Grantee's City Council funding, equipment, and manpower availability. Grantee shall coordinate with Grantor and conduct its inspection and maintenance activities in such a manner so as to minimize interference with Grantor's business operations.

(b) **Channel Improvements.** Other than as required by law and except as otherwise provided in this Agreement, Grantee is not responsible for maintaining the Channel Improvements.

(c) **Repairs.** Grantee shall request, within the terms of the construction contract with Beck Construction for the Improvements, that Beck Construction repair any defects in the construction of the Park Improvements and Channel Improvements, and if that fails, (i) with respect to the Channel Improvements, Grantee will request that Salt Lake County effect those repairs based upon Salt Lake County's flood control obligations; and (ii) with respect to the Park Improvements, Grantee shall repair those defects. Grantor shall have no obligation to undertake improvements or maintenance of Dry Creek other than (i) as initiated by Grantor for

its convenience and future development interests, such as relocating Dry Creek, subject to the approval and a permit issued by Salt Lake County, or (ii) as required by law, agreement, or court order arising from negligent or unlawful work by Grantor, its employees, contractors or agents, such as, but not limited to, creating some impediment to the Dry Creek flow.

(d) **Notice of Failure.** In the event that Grantor believes that Grantee has failed to satisfy its inspection and maintenance obligations, Grantor shall give Grantee written notice of such failure, and the Parties shall follow the procedures set forth in **Section 7** below.

4. Additional Improvements. Grantee, at its sole expense, may erect and remove its signs and make other minor additional park improvements on the Easement Areas without the permission of Grantor, provided that such minor park improvements are valued at an aggregate of Two Thousand Dollars (\$2,000.00) or less per calendar year. Notwithstanding anything to the contrary herein, Grantee shall in good faith attempt to coordinate any additional park improvements with Grantor.

5. No Public Forum. Nothing in the Public Use Easement created in this Agreement shall be deemed to create or constitute a public forum, limited or otherwise, on the Public Easement Property except as otherwise required by law.

6. Signs and Notices. Grantee may post on the Public Easement Property signs and notices stating the rules and regulations governing its use by the public, and stating further that the Public Easement Property is private, and may mention that it is owned by Grantor or its successor. Grantor may also post signs and notices, including advertising. All such signs and notices shall be consistent with Grantee's ordinances and rules, this Agreement, and the rules of Grantee and Grantor governing use of the Public Easement Property.

7. Meet and Discuss; Modify Agreement. If Grantor is dissatisfied with the condition, use, management, location or policing of the Improvements, or use of the Public Easement Property by the public or Grantee, or wishes to discuss Grantee's or public use of the Easement Areas, Grantor may request and shall from time to time, but not more often than once every sixty (60) days (unless otherwise agreed by Grantee), be granted a timely hearing with one or more authorized representatives of Grantee, who shall give serious consideration to the concerns shared by Grantor, including those about the condition, use, and management of the Improvements on the Easement Areas. The Parties also shall each give serious consideration to a request by the either Party to modify this Agreement as reasonably needed. In the event Grantor and Grantee fail to resolve such concerns, either Party may give to the other written notice of such failure, after which the Parties may pursue other remedies provided for herein or available at law.

8. Grantor Reservations. Grantor hereby expressly reserves and shall have the right to use and enjoy the Easement Areas for itself, its successors, assigns, agents, invitees, permittees, and employees (collectively, the "**Grantor-Authorized Parties;**" the right at all times and for any lawful purpose to go upon, across, and to use the said Easement Areas in any manner reasonably consistent with the terms of this Agreement.

9. Restoration. Upon completion of any repair or maintenance work performed by Grantee or the Grantee-Authorized Parties on the Easement Areas, Grantee shall promptly restore said property to a condition equal or superior to that existing prior to such work.

10. Term. This Agreement shall be in full force and effect from the Effective Date and shall continue in perpetuity, except (i) as otherwise provided in this Agreement, including Section 12, or elsewhere, (ii) as otherwise amended, modified, or terminated by written agreement executed by both Parties, or (iii) as otherwise subject to law or court order to termination as expressly provided herein.

11. No Liens; Liability. Grantee agrees not to permit or suffer, and to the extent permitted or suffered, cause to be removed and released, any mechanic's lien, materialmen's or other lien on account of supplies, machinery, tools, equipment, labor, or materials furnished or used in connection with entry or work upon the Easement Areas or any portion of Grantor's other real property as a result of Grantee's or the Grantee-Authorized Parties' use and work hereunder.

12. Default and Cure; Reimbursement. If at any time, Grantee should substantially fail to perform any of its obligations under this Agreement, then Grantor shall provide Grantee with written notice thereof. Grantee shall thereafter cure any such failure (i) if such cure will reasonably cost Grantee Ten Thousand Dollars (\$10,000.00) or less, within thirty (30) days of Grantee's receipt of such notice, or (ii) if such cure will reasonably cost Grantee over Ten Thousand Dollars (\$10,000.00), within ninety (90) days of Grantee's receipt of such notice; provided that in respect to (i) or (ii), if the cure cannot reasonably be completed in the time allowed, Grantee shall be allowed such additional time as is reasonably needed to complete the cure, on condition that Grantee commences such cure within the initial applicable cure period, and thereafter diligently pursues the cure to completion. If Grantee fails to cure within the applicable cure period, upon written notice thereof, Grantor shall have all rights and remedies available at law and equity, including without limitation, the right (but not the obligation) to perform such obligation(s) contained in this Agreement on behalf of Grantee, and be reimbursed by Grantee upon demand for the reasonable costs thereof, or in the event of a substantial breach which remains uncured as required in this Section, or in the event a condition on the Easement Areas, or any portion thereof, remain substantially unsafe or substantially unsightly after notice by Grantor as provided in this Section, then Grantor may terminate the Public Use Easement or this Agreement in its entirety.

13. Notices. All notices given pursuant to this Agreement shall refer to this Agreement by its title, date, and parties, and must be in writing and delivered personally, or by U.S. Mail, or established commercial express delivery service, such as Federal Express, with postage or delivery charge prepaid, return receipt requested, and addressed to the person and address designated below. If personally delivered, notice is effective upon delivery or refusal to accept such delivery. If mailed, notice is effective three (3) days after mailing. If sent via established express delivery service, notice is effective on the day of confirmed delivery (or rejection, if sent to the correct addressee)

If to Grantor: Chief Administrative Officer
 Sandy City
 10000 South Centennial Parkway, Suite 300
 Sandy, UT 84070

With a copy to: Sandy City Attorney
 10000 South Centennial Parkway, Suite 301
 Sandy, UT 84070

If to Grantee: Gary Karl
ST Mall Owner, LLC
100 North Sepulveda Boulevard, Suite 1925
El Segundo, CA 90248

With a copy to: Leeza Evensen
Snell and Wilmer L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

The foregoing addresses may be changed by giving notice of such change in the manner provided for in this Section.

14. Indemnification. Except to the extent resulting from the negligence or willful misconduct of Grantor or the Grantor-Authorized Parties, and subject to the protections offered to Grantee under the Utah Governmental Immunity Act, Grantee agrees to indemnify, up to the limits of liability allowed under the Utah Governmental Immunity Act, Utah Code Chapter 63G-7, as it may be modified from time to time ("Governmental Immunity Act"), defend and hold Grantor and the Grantor-Authorized Parties, harmless from and against any and all claims, actions, causes of action, demands, costs, liabilities, judgments, costs or expenses (collectively "Claims"), caused by the willful or negligent acts or omissions of Grantee or the Grantee-Authorized Parties in the maintenance, construction, inspection, and repair of the Improvements on the Easement Areas. For any Claims caused by design flaws, Grantee agrees to meet and discuss resolution of such Claims with the Grantee-Authorized Parties, and in cooperation with Grantor, through, for example, available warranties, insurance, etc. Grantee shall seek to have Grantor named as an additional insured on all insurance policies required of contractors in construction contracts with the Grantee-Authorized Parties for substantial work relating to the Improvements.

The indemnification set forth in this Section shall not apply to any pre-existing condition (including, without limitation, the condition of Dry Creek prior to the construction of the Improvements, and the existence of any hazardous or toxic substances in, on, under, or about Grantor's Property or Grantor's adjoining property), but the indemnification in this Section shall apply to any exacerbation of a pre-existing condition in, on, under, or about Grantor's Property to the extent, if any, said exacerbation results from the willful or negligent act, omission, or any act of Grantee or the Grantee-Authorized Parties. Grantee shall promptly notify Grantor in writing of the discovery during the Improvement work of any hazardous or toxic substance on the Property, or of any pre-existing condition that Grantee believes likely to cause significant damage to any person or the Property or Grantor's other real property. The provisions of this **Section 14** shall survive the termination of this Agreement.

15. Liability Insurance. So long as Grantee invites public use of the Public Easement Property, (i) Grantee shall maintain a liability insurance policy that includes coverage of the Improvements, with limits of at least One Million Dollars (\$1,000,000.00) each occurrence and at least Two Million Dollars (\$2,000,000.00) in the aggregate, which policy shall name Grantor as an additional insured; (ii) Grantor shall have the right to reasonably require that Grantor's lender(s), tenant(s), affiliate(s), or other Parties be named as additional insured(s); and (iii)

Grantor shall be entitled to receive a certificate of insurance showing the foregoing coverage upon request. Grantee may self-insure for its obligations under this Section.

16. Condemnation. In the event that Grantor restricts access or the use to any part of the Public Easement before the end of the term of this Agreement or the renewal thereof, Grantee shall not be required to pay in condemnation for the value of any of the improvements it has made or will have made on the Easement Areas prior to such condemnation.

17. Miscellaneous.

- a. **Recitals; Headings.** The recitals set forth above are hereby incorporated by this reference. The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.
- b. **Binding Effect; Assignment.** This Agreement and all rights, covenants, and restrictions contained herein shall, to the fullest extent permitted by law and equity and without regard to technical classifications or designations, be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. The rights of Grantee created pursuant to this Agreement are personal to the specific Grantee named herein and may not be assigned or transferred to any other person, without the prior written consent of Grantor. Any such assignment or transfer without the required consent shall be null and void.
- c. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Utah. The Parties agree that all actions and proceedings arising out of or relating directly or indirectly to this Agreement or any ancillary agreement or any other related obligations shall be litigated solely and exclusively in the state courts located in Salt Lake County, Utah, and that such courts are convenient forums. Each party hereby submits to the personal jurisdiction of such courts, subject to law, for purposes of any such actions or proceedings.
- d. **Entire Agreement.** This Agreement, including the recitals and Exhibits attached hereto, all of which are incorporated herein by this reference, constitutes the entire agreement between the Parties with respect to the subject matter hereof.
- e. **Supersedes Right of Occupancy Agreement.** This Agreement entirely supersedes and replaces the Right of Entry and Occupancy Agreement, which shall have no further force or effect upon the execution by both parties of this Agreement and delivery of one executed original to the Grantee.

- f. **Amendments.** This Agreement may be amended, modified, or supplemented only by a written document executed by both Parties, or their permitted successors and assigns.
- g. **Validity of Agreement.** Grantor represents and warrants that this Agreement does not violate any agreement, note, trust deed, or other security obligation to which Grantor is a party. Grantee represents and warrants that this Agreement and the consummation of the transactions contemplated by this Agreement will not (i) conflict with or contravene any law, order, rule, or regulation applicable to Grantee or to Grantee's organizational or governing documents, (ii) result in the breach of any of the terms or provisions or constitute a default under any agreement or other instrument to which Grantee is a party or by which it may be bound or affected.
- h. **Recording.** Grantee shall, at its expense, record this Agreement in the records of Salt Lake County, Utah, and shall provide Grantor with conformed copies of the recorded instruments, as well as executed originals of all documents. Such recording shall take place within five (5) business days of the execution of this Agreement.
- i. **No Third-Party Beneficiaries.** This Agreement is only for the benefit of the Parties hereto and their permitted successors and assigns as set forth in Section 16(b) above. Except as set forth herein, no other person or entity or property shall be entitled to rely hereon, receive any benefit herefrom, or enforce any provision hereof against any party hereto or their respective permitted successors or assigns.
- j. **Severability Clause.** If any provision of this Agreement shall to any extent be held invalid, the remainder shall not be affected.
- k. **Non-Waiver.** Any election by a Party as to the manner and timing of its right to enforce this Agreement or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

[Signatures Continue on the Following Pages]

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

GRANTOR:

ST MALL OWNER, LLC,
a Delaware limited liability company

By: ST Mall Mezzco, LLC,
a Delaware limited liability company, its
sole economic member

By: GS Pacific ST LLC,
a Delaware limited liability company,
its sole economic member

By: South Towne Pacific, LLC,
a Delaware limited liability company,
its managing member

By: Sally Karl
Name: Gary Karl
Title: Authorized Signatory
Date: 12/7/2020

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

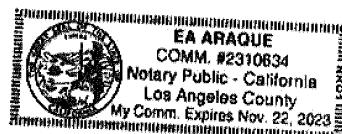
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) : SS.
)

On 12/07, 2020 before me, EA ARAQUIS, NOTARY
PUBLIC, personally appeared GARY KARL
personally known to me (or proved to me on the basis of satisfactory evidence) to be the
person(s) whose name(s) is are subscribed to the within instrument, and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(jes); and that by
his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Notary Public



[Signatures Continue on Following Page]

Signature Page to Non-Exclusive Easement Agreement

GRANTEE:

SANDY CITY,
a Utah municipal corporation


Mayor Kurt Bradburn

Date: 12/18/2020

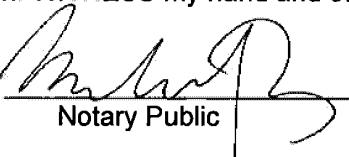


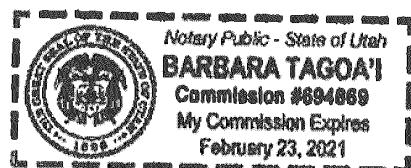
ATTEST:


City Recorder

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

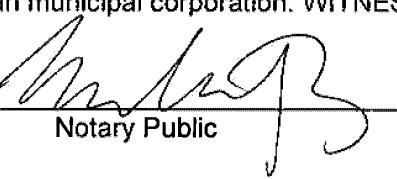
The foregoing instrument was acknowledged before me this 18th day of
December, 2020, by Kurt Bradburn, as Mayor of Sandy City, a Utah municipal
corporation. WITNESS my hand and official seal.

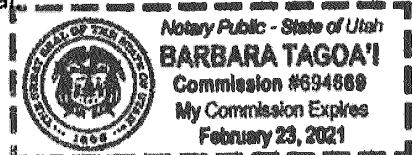
Signature 
Notary Public



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

The foregoing instrument was acknowledged before me this 18th day of
December, 2020, by Charlie Cressall, as Deputy City Recorder of Sandy
City, a Utah municipal corporation. WITNESS my hand and official seal.

Signature 
Notary Public



Signature Page to Non-Exclusive Easement Agreement

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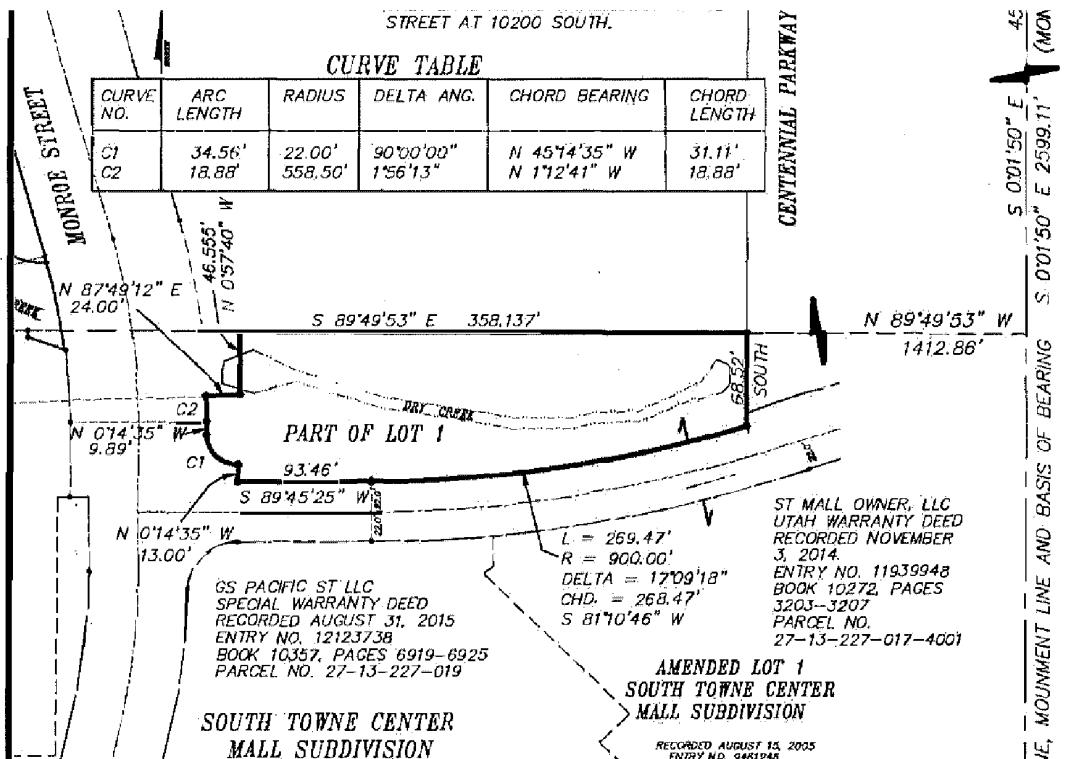
EXHIBIT "A"
PHASE 2 CHANNEL AREA LEGAL DESCRIPTION AND DEPICTION

A portion of Lot 1, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, according to the official plat thereof recorded August 15, 2005 as Entry No. 9461246 in Book 2005P of plats at Page 250 in the office of the Salt Lake County Recorder, located in the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, described by metes and bounds as follows:

Beginning at a point on the northerly boundary of said AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, said point lies South 0°01'50" East 455.40 feet along the centerline and monument line in State Street and North 89°49'53" West 1412.86 feet from a Salt Lake County monument located on the centerline of State Street at 10200 South, said monument lies North 89°53'20" East 92.33 feet, more or less, from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 68.52 feet to intersect the northerly line of that parcel of land conveyed to Sandy City for road purposes by Special Warranty Deed, recorded September 26, 2016 as Entry No. 12373436 in Book 10480 at Pages 3381-3383;

thence along the boundary of said parcel of land the following eight (8) courses:

- (1) Southwesterly 269.47 feet along the arc of a non-tangent curve to the right whose center bears North 17°23'53" West 900.00 feet, has a central of 17°09'18" and a chord bearing and length of South 81°10'46" West 268.47 feet to a point of tangency;
- (2) South 89°45'25" West 93.46 feet;
- (3) North 0°14'35" West 13.00 feet;
- (4) Northwesterly 34.56 feet along the arc of a non-tangent curve to the right whose center bears North 0°14'35" West 22.00 feet, has a central angle of 90°00'00" and a chord bearing and length of North 45°14'35" West 31.11 feet to a point of tangency;
- (5) North 0°14'35" West 9.89 feet to a point of curvature;
- (6) Northwesterly 18.88 feet along the arc of a tangent curve to the left having a radius of 558.50 feet, a central angle of 1°56'13" and a chord bearing and length of North 1°12'41" West 18.88 feet;
- (7) North 87°49'12" East 24.00 feet;
- (8) North 0°57'40" West 46.555 feet to intersect the northerly boundary of said AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION; thence along said northerly boundary, South 89°49'53" East 358.137 feet to the Point of Beginning. The above-described parcel contains approximately 36,884 square feet in area or 0.847 acre.



**EXHIBIT “A-1”
DRAWINGS**

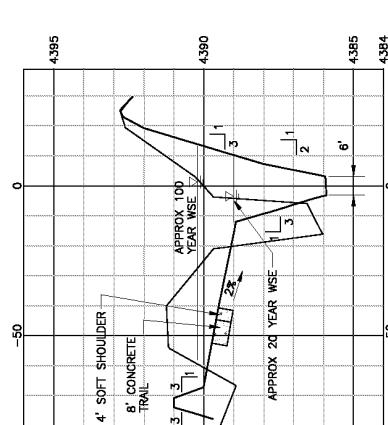
[See attached]

DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)

SANDY, UTAH

PROJECT LOCATION MAP		INDEX OF DRAWINGS		PROJECT VICINITY MAP																																															
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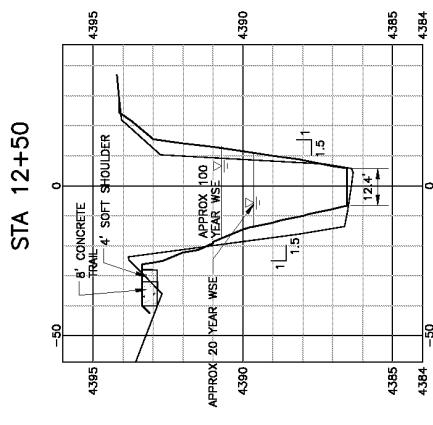
CROSS SECTION STA 12+50



Approximate dimensions for STA 12+50:

- Top width: 4395
- Bottom width: 4384
- Left shoulder: 4395
- Right shoulder: 4390
- Left bank height: 12'
- Right bank height: 12'
- Left toe: 8' CONCRETE TRAIL
- Right toe: 4' SOFT SHOULDER
- Center height: 2'

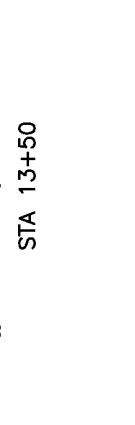
CROSS SECTION STA 13+00



Approximate dimensions for STA 13+00:

- Top width: 4395
- Bottom width: 4384
- Left shoulder: 4395
- Right shoulder: 4390
- Left bank height: 12'
- Right bank height: 12'
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- Right toe: 4' SOFT SHOULDER
- Center height: 2'

CROSS SECTION STA 13+50



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BK 11096 PG 9314

CIVIL DETAILS - 1																									
DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)		SANDY CITY	REVIEWS																						
			DESIGN	REVIEW	APPROVED																				
		DESIGNER: T. SEMAMONS	REVIEWER: E. NEEL	DATE: 03/15/18	NUMBER: 008-18-01																				
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BOWEN COLLINS																									
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<p>PLACE (2) 6" DIA. OR (1) 10" DIA. DEAD WOOD LOG(S). ANCHOR IN PLACE WITH (2) #4 REBARS (TO A DEPTH OF 24 INCHES) EVERY 6 FEET (PERPENDICULAR TO THE SLOPE) ALONG THE SLOPE OF THE BANK. LOGS ARE TO PROVIDE ADDITIONAL SLOPE STABILIZATION AND SHALL BE PLACED ON TOP OF THE COCONUT BANGLONG LONG ENOUGH TO LENGTH OF THE CHANNEL IN 2.5' FT. OR GREATER SIZES ONLY. TYPE:</p>																									
<p>1. CONNECT EDGE OF TRAIL OR EDGE OF EMBANKMENT TO EXISTING GRADE AT THE SPECIFIED SLOPE.</p>																									
<p>2. CHANNEL BOTTOM WIDTH IS 16'-0" FEET EXCEPT AT THE CHANNEL TRANSITION AREA NEAR THE MONROE BRIDGE AND CENTENNIAL PARKWAY CULVERT, SEE C-02.</p>																									
<p>3. CHANNEL SECTION VARIES ALONG ALIGNMENT. SEE CIVIL SHEETS FOR ADDITIONAL DETAIL.</p>																									
<p>4. PROVIDE SLOPED AREAS ONLY WHERE REQUIRED AS SHOWN ON GRADING PLAN.</p>																									
<p>5. CONTRACTOR SHALL INSTALL COCONUT EROSION CONTROL BANKS ON ALL SLOPES 10' OR GREATER IN LENGTH AND AN ANGLE OF SLOPE PER MANUFACTURERS RECOMMENDATION.</p>																									
<p>6. CONTRACTOR SHALL BE SOLELY RESPONSIBLE TO PROVIDE ALL TEMPORARY EROSION CONTROL AND MAINTENANCE AND SHALL PROVIDE EROSION AND SEDIMENT CONTROL PLANS TO SANDY CITY FOR REVIEW.</p>																									
<p>7. NO CHANGE IN DESIGN LOCATION OR GRADE SHALL BE MADE WITHOUT THE CONTRACTOR WHO WILL WORK WITH APPROVED BY THE TUE ENGINEER OR THEIR AUTHORIZED REPRESENTATIVE.</p>																									
<p>8. CONTRACTOR SHALL CONSTRUCT BERMS AND/OR DRAINAGE DITCHES AS NEEDED TO KEEP STORM RUNOFF AND IRRIGATION FLOWS FROM ENTERING CONSTRUCTION EXCAVATIONS OR INTERFERING WITH CONSTRUCTION EFFORTS. BI-PASS PUMPING MAY BE REQUIRED DURING HIGH FLOWS.</p>																									
<p>9. CONTRACTOR SHALL COORDINATE THE DEMOLITION OF ALL EXISTING TREES AND BUSINESSES WITH SANDY CITY AND LANDSCAPE ARCHITECT.</p>																									
<p>10. CONTRACTOR SHALL COORDINATE FINAL EXTENTS OF BANK STABILIZATION WITH ENGINEER PRIOR TO CONSTRUCTION.</p>																									
<p>11. THE APPROXIMATE HORIZONTAL LIMITS OF BANK RESTORATION WORK ARE SHOWN ON THE DRAWINGS. Vertical extent of riprap placement is determined by local conditions. The intent of the design is to preserve channel hydraulic capacity and maintain smooth channel flow lines as much as reasonably possible.</p>																									
<p>12. BANK STABILIZATION WORK MAY BE PERFORMED WHEN WATER IS IN THE CREEK. WATER DEPTH AND VELOCITY MAY VARY DURING THE CONTRACT PERIOD.</p>																									
<p>13. DESIGN OF THIS CHANNEL IS BASED ON A 550 CFS.</p>																									
<p>SEE L-01 FOR PLANTINGS AND SEEDING</p>																									
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BK 11096 PG 9316

LANDSCAPE GENERAL NOTES:

LANDSCAPE NOTES:

1. ALL CONTRACTORS SHALL CONFORM WITH LA STANDARDS AND SANDY CITY LANDSCAPE STANDARDS AND DETAILS WHEN INSTALLING THE IRRIGATION SYSTEM AND INSTALLING SOILS, AS WELL AS LANDSCAPE CONSTRUCTION SHALL CONFORM TO ALL APPLICABLE STATE AND CITY/COUNTY CODES.
 2. ALL LANDSCAPING AND IRRIGATION MUST BE MAINTAINED BY CONTRACTOR UNTIL THREE YEARS AFTER SUBSTANTIAL COMPLETION.
 3. ALL CONTRACTORS SHALL SUBMIT, TO THE OWNER, TWO COPIES OF AN APPROVED SET OF LANDSCAPE AND IRRIGATION DRAWINGS, PRIOR TO THE WARRANTY PERIOD INSPECTION.
 4. THE LANDSCAPE PLANTING ARE TO BE USED IN CONJUNCTION WITH THE CIVIL SITE AND IRRIATION PLANS TO FORM COMPLETE INFORMATION FOR THIS REFER TO CIVIL SITE PLAN FOR EXISTING AND PREPARED DEVELOPMENT AND AREAS OF CONSTRUCTION.
 5. THE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND BEET IT CORRECTED.
 6. BEFORE STARTING WORK, CONTRACTOR SHALL CONTACT APPROPRIATE UTILITY COMPANIES FOR EXISTING AND PROPOSED UNDERGROUND UTILITIES, IRRIGATION CONDUITS, ELECTRICAL CONDUITS, SIGNAGE, ETC. CONTRACTOR SHALL REPAIR ALL DAMAGE INCURRED IN CONTRACTORS EXPENSE.
 7. ALL SHRUB AND TREE LOCATIONS ARE TO BE STAKED OUT ON SITE FOR APPROVAL BY OWNER OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. PLANT TREES AND SHRUBS PER SANDY CITY DETAILS.
 8. SPECIFICATIONS FOR TOPSOIL AND MULCH PLACEMENT, TOPSOIL TO BE APPLIED AT DEPTH OF 6-INCHES BETWEEN THE PLANT AND EDGE OF THE PROPOSED TRAIL CONTRACTOR TO ACCOUNT FOR 4-INCH MULCH DEPTH. SOIL PREP MULCH TO BE PLACED AT A DEPTH OF 4-INCHES IN ADDITION TO THE 6-INCH TOPSOIL.
 9. NOTES: AFTER THE SEEING AREAS ARE ESTABLISHED THEY SHALL BE FERTILIZED AS PER SANDY CITY'S AREA SPECIFICATIONS. AREAS TO BE ESTABLISHED TO A UNIFORM COVERAGE OF 65 PERCENT. AREAS THAT ARE BELOW 65 PERCENT COVERAGE SHALL BE RE-SEEDED. BROADCAST SEEDING IS NOT ALLOWED.
 10. PROVIDE LANDSCAPE AND IRRIGATION SYSTEM MAINTENANCE FOR THREE YEARS AFTER SUBSTANTIAL COMPLETION OF THE LANDSCAPE INSTALLATION. LANDSCAPE MAINTENANCE SHALL INCLUDE ALL FERTILIZING, WEEDING, TRAINING, MOWING, WATERING, PLANT REPLACEMENTS, RESeedING BARE AREAS, LANDSCAPE AND IRRIGATION SYSTEM REPAIRS, ETC. THIS SUPersedes THE STANDARD REQUIREMENT IN THE SANDY CITY SPECIFICATIONS.
 11. LANDSCAPE CONTRACTOR TO PROVIDE 3-YEAR WARRANTY AFTER SUBSTANTIAL COMPLETION FOR LANDSCAPE AND IRRIGATION. THIS supersedes THE STANDARD REQUIREMENT IN THE SANDY CITY SPECIFICATIONS.
 12. GRADING, TOPSOIL PLACEMENT AND COMPACTED SOILS, FINISH SURFACE AND TOPSOIL PLACEMENT AND GRADING SHALL CONSIST OF:
 - 12.1. PREPARE SUBGRADE BY ROUGH GRADING AND REMOVING ALL IRREGULARITIES AND DEBRIS, THEN TILL AND SCARF FLAT AREAS TO CREATE A DEPTH OF 6-INCHES BEFORE PLACING TOPSOIL TO PROVIDE LASER LEVELING ON LARGE, FLAT AREAS TO A UNIFORM LEVEL SURFACE.
 - 12.2. SUBGRADE SHALL BE IN A LOOSENED OR DRY SURFACE FINISH BEFORE TOPSOIL IS PLACED OVER SUBGRADE. (SUBGRADE SURFACE SHALL NOT BE SMOOTH, BUT A ROUGH SURFACE SHALL EXIST FOR A TRANSITION ZONE TO SUBSOIL). IF AREAS OF SUBGRADE SHALL BE COMPACTED BEFORE TOPSOIL IS PLACED, SUBGRADE SHALL BE TILLED AGAIN BEFORE TOPSOIL PLACEMENT.
 - 12.3. PLACING ALL SOIL ADDITIVES AND FERTILIZERS FOR THE AREAS AS NOTED ON THE PLAN AND NOTES. THEN TILL (NO SCRAPPING) ADDITIVES TO A DEPTH OF 4-INCHES.
 - 12.4. AFTER TILLING, BRING TO UNIFORM GRADES BY FLOATING AND/OR HAND RAKING. IN LARGE OPEN LEVEL AREAS, PERFORM LASER LEVELING TO CREATE UNIFORM LEVEL AREAS.
 - 12.5. MAKE MINOR ADJUSTMENT OF FINISH GRADES AS DIRECTED BY THE ENGINEER OR LANDSCAPE ARCHITECT.
 - 12.6. REMOVE WASTE MATERIALS OVER 1" IN SIZE SUCH AS STONES, ROOTS, OR OTHER UNDESIRABLE FOREIGN MATERIALS DURING TOPSOIL RAKING, DRAINING, AND SMOOTHING SOIL FOR PLANTING.
 - 12.7. NO GRADING OR SOIL PLACEMENT SHALL BE UNDERTAKEN WHEN SOILS ARE WET OR FROZEN.
 13. AREAS REQUIRING TOPSOIL OR STRONG ATTACHMENTS CONTRACTOR TO SEND DISTORTED AREA TO MATCH CONTRACTOR AT NO COST. CONTRACTOR TO PAY FOR COST TO THE CITY.
 14. SLOPES 3:1 OR GREATER SHALL HAVE AN EROSION CONTROL BLANKET. BLANKET SHALL BE AEC PREMIER CONCRETE OR APPROVED EQUAL.
 15. CONTRACTOR TO FOLLOW DIVISION 7 OF SANDY CITY'S LANDSCAPE AND IRRIGATION DESIGN STANDARDS AND SPECIFICATIONS. CONTRACTOR TO PLACE SANDY CITY TREE AND SHRUB PLANTING AND STAKING DETAILS.
 16. CONTRACTOR TO PROVIDE PVC WIRE CAGES AROUND ALL TREES TO PROTECT FROM BEAVERS. CAGES SHALL BE 4' TALL, ENCRULING THE TRUNK AND WAIST 6-INCHES BETWEEN THE CARE AND TREE. CAGES SHALL BE ANCHORED TO THE GROUND AND STURDY STAKES.

CONCRETE CURB DETAIL

SCALE: NTS

PROVIDE A 6" LAYER OF
TOPSOIL, SUBGRADE TO BE
SCARFED TO A 6" DEPTH

HOLD GRADE DOWN
2" FOR SOD LAWN,
1" FOR SEED LAWN

8" X 6"
CONCRETE

8"

8" X 6" RAD

1"

DEEP
BA
WI
ALONG

COMPACTED EARTH

1'

2'

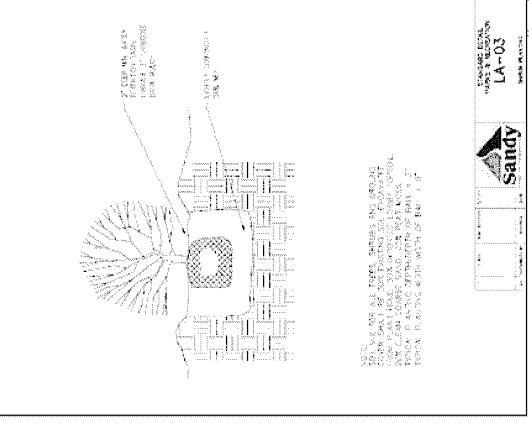
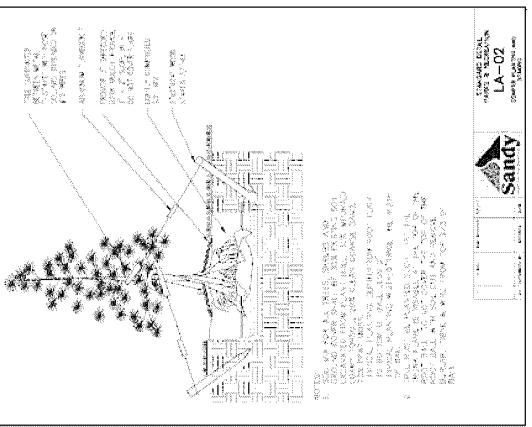
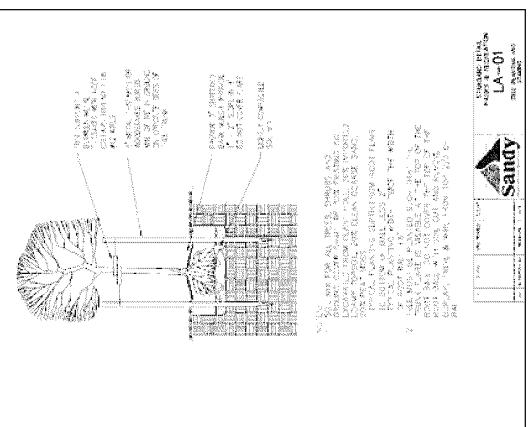
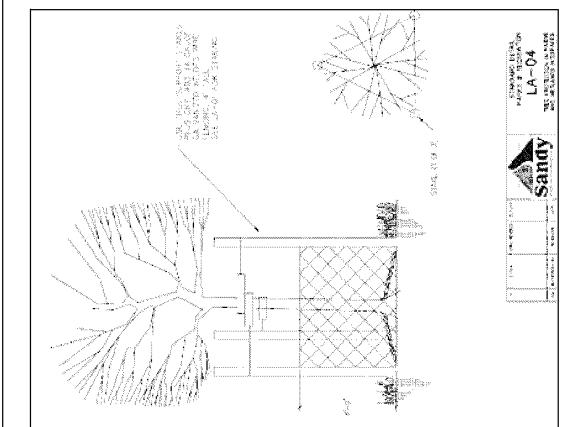
The image shows a technical drawing of a concrete curb detail. The drawing includes a scale bar at the top left and a callout detail at the bottom right. The main drawing shows a cross-section of a curb with labels for 'DEWITT PRO 5 WEED BARRIER FABRIC' and 'TUCK/ROLL FABRIC ALONG CONCRETE EDGE'. A callout detail provides a larger view of the fabric being tucked or rolled under the concrete edge.

The image contains five panels, each featuring a black-and-white photograph of a coastal feature with a large L-shaped marker in the top right corner and a scale bar for the National Topographic System (NTS) in the bottom right corner.

- UNIVERSAL RECEPACLE**: Shows a small, dark, irregular opening or receptacle in a rocky cliff face.
- BOLLARD**: Shows a single vertical rock bollard standing upright in a sandy or rocky area.
- ROCK STEPS**: Shows a series of stone steps or a set of stairs leading down from a rocky ledge.
- PEDESTRIAN SIGN**: Shows a small, rectangular, flat stone or metal sign resting on a low wall or ledge.
- OLERIS SUN SHADE AND BENCH**: Shows a large, dark, overhanging rock formation (Oleris Sun Shade) with a long, thin stone bench or shade structure extending from its base.

Each panel includes a scale bar indicating distances in meters (m) and feet (ft). The labels and markers are placed such that they are visible in the photographs.

SHEET 11 OF 21

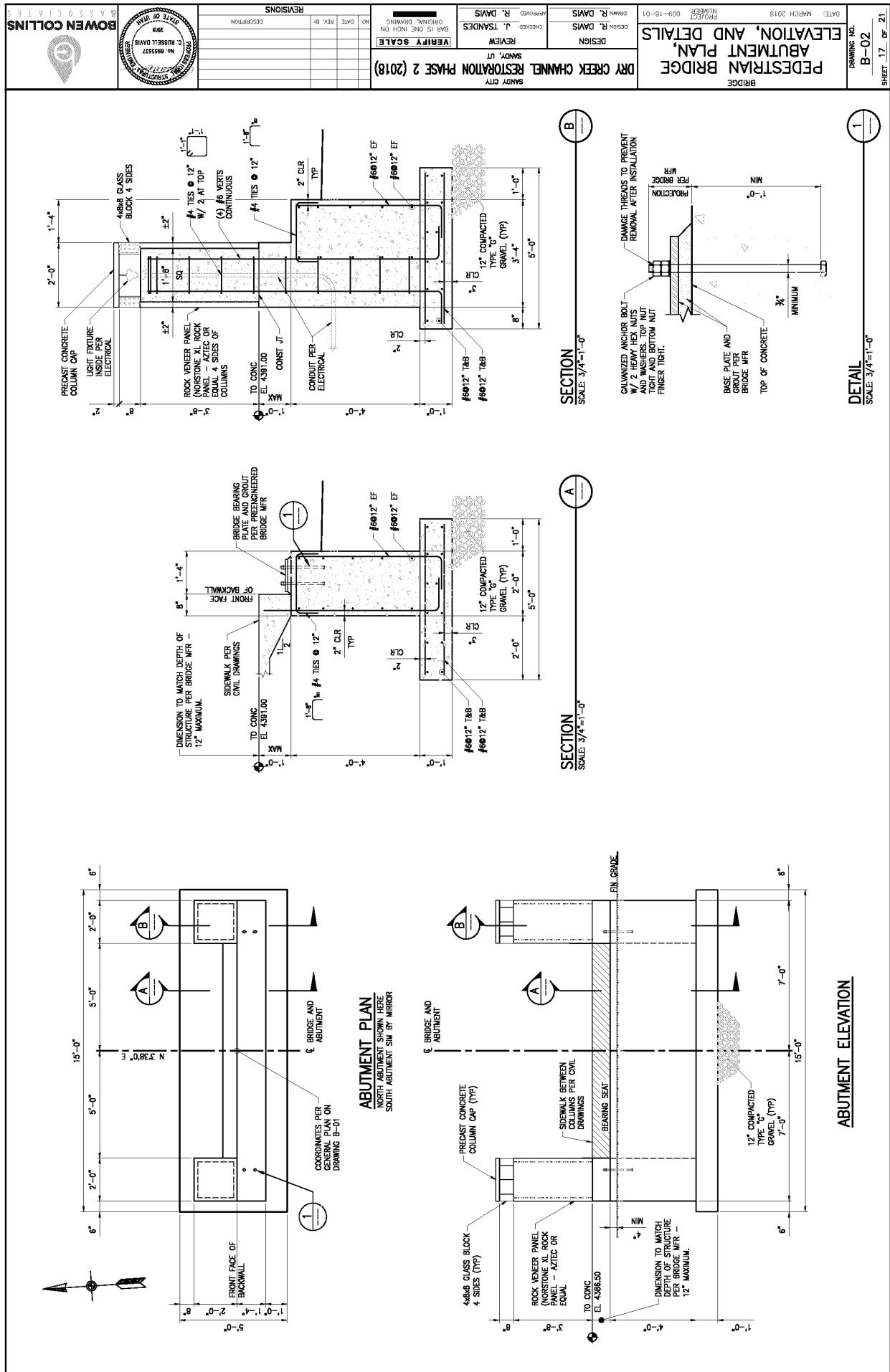
BOWEN COLLINS		PROJECT NO. 009-16-01		DATE MARCH 2018																									
		DESIGN JTSANDES DESIGN JTSANDES		PROJECT NO. 009-16-01 DATE MARCH 2018																									
REVIEWS REVISIONS		REVIEWS REVISIONS		REVIEWS REVISIONS																									
MARCH 8, 2018		MARCH 8, 2018		MARCH 8, 2018																									
<p align="center">LANDSCAPE DETAILS - 2</p> <p align="center">DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)</p> <p align="center">SANDY CITY, UTAH</p>																													
<table border="1"> <thead> <tr> <th colspan="2">VERIFY SCALE</th> <th colspan="2">DESIGN JTSANDES DESIGN JTSANDES</th> <th colspan="2">DESIGN JTSANDES DESIGN JTSANDES</th> </tr> <tr> <th colspan="2">SHEET IS ONE INCH ON A</th> <th colspan="2">ONE EIGHTH INCH</th> <th colspan="2">ONE EIGHTH INCH</th> </tr> <tr> <th>NO.</th> <th>DATE</th> <th>NO.</th> <th>DATE</th> <th>NO.</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>LA-01</td> <td>MAR 08 2018</td> <td>LA-02</td> <td>MAR 08 2018</td> <td>LA-03</td> <td>MAR 08 2018</td> </tr> </tbody> </table>						VERIFY SCALE		DESIGN JTSANDES DESIGN JTSANDES		DESIGN JTSANDES DESIGN JTSANDES		SHEET IS ONE INCH ON A		ONE EIGHTH INCH		ONE EIGHTH INCH		NO.	DATE	NO.	DATE	NO.	DATE	LA-01	MAR 08 2018	LA-02	MAR 08 2018	LA-03	MAR 08 2018
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GENERAL PLAN

ELEVATION

THE JOURNAL OF BUSINESS & ECONOMICS

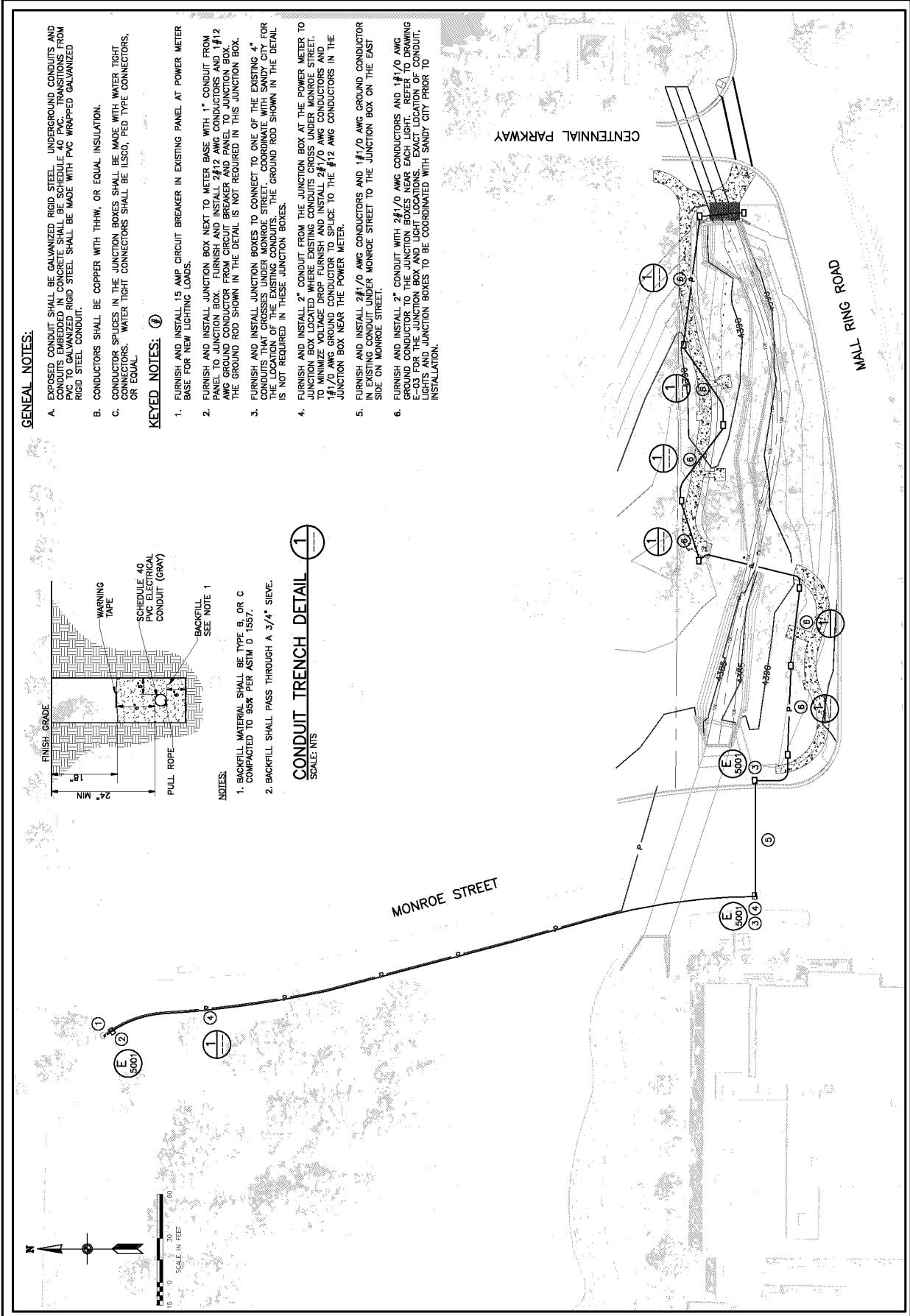
BK 11096 PG 9324



ELECTRICAL SYMBOLS LEGEND		GENERAL NOTES:	
	∞	THERMAL OVERLOAD RELAY	
	∞	SELECTOR SWITCH 2 POSITION NORMALLY OPEN COIL DELAY CLOSING AFTER COIL ENERGIZED	
	∞	INDICATOR LIGHT	
	∞	REMOTE DEVICE CONNECTION	
	∞	CLOSED RELAY CONTACT	
	∞	OPEN RELAY CONTACT	
	∞	TERMINAL TO EXTERNAL REMOTE DEVICE	
	∞	WIRE TERMINAL OR CONNECTION POINT	
	∞	SINGLE PHASE MOTOR	
	∞	MOTOR OVERLOAD RELAY	
	∞	LIMIT SWITCH	
	∞	CONTROL RELAY	
	∞	TRANSFORMER	
	∞	SELECTOR SWITCH 3 POSITION MAINTAINED CONTACT ON OFF REMOTE	
	∞	LEVEL SWITCH CLOSES ON FALLING LEVEL	
	∞	LEVEL SWITCH CLOSES ON RISING LEVEL	
	∞	CONTROL SWITCH PUSHBUTTON, MOMENTARY CONTACT	
	∞	GROUND CONNECTION	
	∞	FRACTIONAL HP MOTOR	
	∞	CONTROL STATION JUNCTION BOX	
	∞	DUPLEX RECEPTACLE	
	∞	LIGHT FIXTURE TYPE AS INDICATED	
	∞	FUSED DISCONNECT	
	∞	SINGLE LIGHT SWITCH	
	∞	DISCONNECT UNFUSED SIZE NOTED	
	∞	CONTACTOR/STARTER (NO. OF POLES SHOWN)	
	∞	SOLENOID	
	∞	LEVEL SWITCH CLOSES ON RISING PRESSURE	
	%		
	%		
	%		
		GENERAL NOTES: A. VERIFY ALL EQUIPMENT DIMENSIONS AND LOCATIONS BEFORE BEGINNING ROUGH-IN. CONSULT ALL APPLICABLE CONTRACT DRAWINGS AND SHOP DRAWINGS TO ENSURE NEC CODE CLEARANCE REQUIRED AROUND ALL ELECTRICAL EQUIPMENT. B. CONTRACTOR SHALL VERIFY ALL ELECTRICAL LOADS (VOLTAGE, PHASE, CONNECTION REQUIREMENTS, ETC.) OF EQUIPMENT FURNISHED BEFORE BEGINNING ROUGH-IN. C. SEE APPLICABLE SHOP DRAWINGS FOR ROUGH-IN LOCATION OF ALL EQUIPMENT, WIRING DEVICES, ETC. D. THE ELECTRICAL CONTRACTOR SHALL NOTIFY AND COOPERATE WITH THE MECHANICAL CONTRACTOR SUCH THAT NO PIPING OR EQUIPMENT FOREIGN TO THE OPERATION OF THE ELECTRICAL EQUIPMENT SHALL BE PERMITTED TO BE INSTALLED IN, ENTER OR PASS THROUGH ELECTRICAL ROOMS OR SPACES; OR ABOVE OR BELOW ELECTRICAL EQUIPMENT IN THE OTHER AREAS. E. ALL PERFORATIONS OF FLOORS, WALLS, AND CEILINGS SHALL BE SEALED WITH APPROVED MATERIAL. F. FOR PACKAGE EQUIPMENT PROVIDED ON THE PROJECT, SOME CONDUITS AND WIRES ARE SHOWN ON THE DRAWINGS, BUT IT IS EXPECTED THAT SOME ADDITIONAL CONDUITS AND WIRES MAY BE REQUIRED BY EQUIPMENT MANUFACTURERS TO COMPLETE INSTALLATION. IT IS INCUMBENT UPON THE GENERAL CONTRACTOR TO COORDINATE THIS REQUIREMENT WITH HIS SUBCONTRACTORS TO MAKE SURE THAT EQUIPMENT SUPPLIER PROVIDED ALL NECESSARY ELECTRICAL INFORMATION TO ELECTRICAL SUBCONTRACTOR FOR INCLUSION WHETHER SHOWN OR NOT SHOWN ON THE DRAWINGS. G. IF OTHER THAN FIRST NAMED EQUIPMENT IS USED, IT SHALL BE CAREFULLY CHECKED FOR ELECTRICAL REQUIREMENTS AND CONTROL REQUIREMENTS OF ALTERNATE EQUIPMENT. SHOULD CHANGES OR ADJUSTMENTS OCCUR IN ELECTRICAL WORK, OR THE WORK OF OTHER CONTRACTORS BE REVISED BY THE ALTERNATE EQUIPMENT, THE COST OF ALL CHANGES SHALL BE BORNE BY THE CONTRACTOR. H. IT IS THE ELECTRICAL SUBCONTRACTORS RESPONSIBILITY TO DELIVER THE CONTRACTOR THE SYSTEMS RELATED TO ELECTRICAL POWER AND CONTROL SYSTEMS IN ORDER TO ENSURE THAT ALL ITEMS ARE COMPLETELY ACCOUNTED FOR. I. ALL EQUIPMENT DIMENSIONS SHOWN ON PLANS AND ELEVATIONS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL USE THE SHOP DRAWINGS FOR PROPER LAYOUT, FOUNDATION AND PAD, ETC. FOR FINAL INSTALLATION WITHOUT ANY ADDITIONAL COST TO THE OWNER. J. THE DRAWINGS DIAGRAMMATICALLY INDICATE THE DESIGNED LOCATION AND ARRANGEMENT OF EQUIPMENT. CONDUITS, CABLES, AND OTHER ITEMS DETERMINED IN THE FIELD BASED ON PHYSICAL SIZE AND ARRANGEMENT OF EQUIPMENT FINISHED ON DRAWINGS, AND OTHERS OBSTRUCTIONS, LOCATIONS SHOWN ON THE DRAWINGS, HOWEVER, SHALL BE ADHERED TO AS CLOSELY AS POSSIBLE. K. THE ELECTRICAL INSTALLATION SHALL COMPLY WITH THE CURRENT VERSION OF THE NEC, LOCAL, AND STATE CODES.	

ELECTRICAL AND NOTES		DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)	
SYNOPSIS		REVISONS	
DESIGN	REVIEW	REV. BY	DATE
DESIGNER D. STEWART	CHIEF D. YOUNGSTROM	DEPOT D. STEWART	06/09/18
DESIGNER D. STEWART	CHIEF D. YOUNGSTROM	DEPOT D. STEWART	06/09/18
VERIFY SCALE		DRAWING NUMBER 009-18-01	
DRAWING NUMBER 009-18-01		DATE: MAY 2018	
ELECTRICAL SYMBOLS		PROJECT NUMBER 009-18-01	
AND NOTES		SHEET 18 OF 21	
ELECTRICAL		DRAWING NO. E-01	

BOWEN COLLINS		04/17/18		04/17/18		04/17/18	
DESIGNER D. STEWART		DRAWING NO. 009-18-01		DATE MARCH 2018		PROJECT NUMBER 009-18-01	
REV E		REV B		REV C		REV D	
APRIL 17, 2018		APRIL 17, 2018		APRIL 17, 2018		APRIL 17, 2018	
SANDY CITY		SANDY CITY		SANDY CITY		SANDY CITY	
DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)		DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)		DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)		DRY CREEK CHANNEL RESTORATION PHASE 2 (2018)	
VERIFIED BY SIGNATURE		REVIEWED BY SIGNATURE		APPROVED BY SIGNATURE		DRAWN BY SIGNATURE	
DESIGNER J. OOLLINS		CHIEF C. NEL		DESIGNER D. STEWART		DRAWN J. OOLLINS	
REV F		REV G		REV H		REV I	
APRIL 17, 2018		APRIL 17, 2018		APRIL 17, 2018		APRIL 17, 2018	



Dry Creek Concept \v2.0 Design Phase \2.7 Drawings \201-E-03.dwg Flotted: 3/9/2018 5:58 PM By: Eric Neff

BK 11096 PG 9328

BK 11096 PG 9329

EXHIBIT "B"
PUBLIC EASEMENT LEGAL DESCRIPTION

A portion of Lot 1, AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, according to the official plat thereof recorded August 15, 2005 as Entry No. 9461246 in Book 2005P of plats at Page 250 in the office of the Salt Lake County Recorder, located in the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, described by metes and bounds as follows:

Beginning at a point on the northerly boundary of said AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION, said point lies South 0°01'50" East 455.40 feet along the centerline and monument line in State Street and North 89°49'53" West 1412.86 feet from a Salt Lake County monument located on the centerline of State Street at 10200 South, said monument lies North 89°53'20" East 92.33 feet, more or less, from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 68.52 feet to intersect the northerly line of that parcel of land conveyed to Sandy City for road purposes by Special Warranty Deed, recorded September 26, 2016 as Entry No. 12373436 in Book 10480 at Pages 3381-3383;

thence along the boundary of said parcel of land the following eight (8) courses:

- (7) Southwesterly 269.47 feet along the arc of a non-tangent curve to the right whose center bears North 17°23'53" West 900.00 feet, has a central of 17°09'18" and a chord bearing and length of South 81°10'46" West 268.47 feet to a point of tangency;
- (8) South 89°45'25" West 93.46 feet;
- (9) North 0°14'35" West 13.00 feet;
- (10) Northwesterly 34.56 feet along the arc of a non-tangent curve to the right whose center bears North 0°14'35" West 22.00 feet, has a central angle of 90°00'00" and a chord bearing and length of North 45°14'35" West 31.11 feet to a point of tangency;
- (11) North 0°14'35" West 9.89 feet to a point of curvature;
- (12) Northwesterly 18.88 feet along the arc of a tangent curve to the left having a radius of 558.50 feet, a central angle of 1°56'13" and a chord bearing and length of North 1°12'41" West 18.88 feet;
- (7) North 87°49'12" East 24.00 feet;
- (8) North 0°57'40" West 46.555 feet to intersect the northerly boundary of said AMENDED LOT 1, SOUTH TOWNE CENTER MALL SUBDIVISION; thence along said northerly boundary, South 89°49'53" East 358.137 feet to the Point of Beginning,

Less that part of the above-described parcel within the banks of the Dry Creek channel (such part includes, without limitation, the creek bed and the rock embankment) as it may vary from time to time; but including the steel pedestrian bridge which spans the Dry Creek channel.