

When Recorded Return To:

Cristina Coronado  
Ballard Spahr LLP  
201 South Main, Suite 800  
Salt Lake City, Utah 84111

### STORM DRAIN EASEMENT AGREEMENT

This Storm Drain Easement Agreement (this "**Agreement**") is entered into as of October 12, 2015 by and among Brent Beesley, as Trustee of the Heritage Holding Corporation Charitable Remainder Unitrust 1999:1 ("**Grantor**"), as grantor, and Harmon City, Inc., a Utah corporation, and Harmons Santa Clara, L.L.C., a Utah limited liability company (collectively, "**Grantee**"), collectively as grantee. Grantor and Grantee, and their respective successor and assigns as contemplated in this Agreement, are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

#### RECITALS

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

B. Grantee is the fee owner of certain real property ("**Grantee's Property**") more particularly described on Exhibit "B," attached hereto and incorporated herein by this reference.

C. Peach Farm Properties LLC, a Utah limited liability company ("**Peach Tree**"), Grantor's predecessor-in-interest, and Boyer Santa Clara Center, L.L.C., a Utah limited liability company, Grantee's predecessor-in-interest, entered into that certain Declaration of Easements dated May 7, 2009, recorded May 11, 2009 as Entry No. 20090017971 in the official records of the Washington County, Utah Recorder's office (the "**Original Easement**"), whereby Peach Farm granted an easement for the benefit of Grantee's Property, and affecting Grantor's Property, for the purpose of transporting storm drainage water.

D. The Original Easement was extinguished by virtue of the foreclosure of a deed of trust encumbering Grantor's Property, as evidenced by that certain Corrective Trustee's Deed recorded March 24, 2011 as Entry No. 20110009028 in the official records of the Washington County, Utah Recorder's office.

E. Grantor desires to create non-exclusive easements for the benefit of Grantee's Property under, across and affecting a portion of Grantor's Property for the purpose of transporting storm drainage water through an underground pipeline from Grantee's Property,

over Grantor's Property, to the Wash Area (defined below) and from the surface of Grantee's Property through the Storm Drainage Pipe (defined below) on Grantor's Property as set forth herein.

NOW, THEREFORE, in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. In addition to the capitalized terms previously defined above in this Agreement, the following capitalized terms shall have the meanings set forth:

"**Claims**" means any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis for liability founded either in tort, contract or otherwise and the duties arising thereunder, whether currently existing or which may hereafter accrue, whether known or unknown, whether anticipated or unanticipated, whether in law or in equity, whether liquidated or unliquidated, contingent or otherwise.

"**Easement Property**" means the area in which the storm drainage pipe (the "**Storm Drainage Pipe**") shall be located, as described on Exhibit "C", attached hereto and incorporated herein by this reference. The Easement Property is also depicted and labeled on the Site Plan.

"**Property**" means Grantor's Property or Grantee's Property.

"**Properties**" means Grantor's Property and Grantee's Property.

"**Site Plan**" means the site plan attached hereto as Exhibit "D", incorporated herein by this reference. The Site Plan is not intended to be an accurate depiction of what will be constructed on Grantee's Property.

"**Wash Area**" means the tract of real estate on which the water wash areas or other water wash improvements (collectively, the "**Wash Facilities**") are located, as depicted and labeled as the "Wash Area" on the Site Plan or described in that certain special warranty deed from Grantor to Santa Clara City recorded on September 9, 2013 in the office of the Washington County, Utah Recorder's Office as instrument number 20130034239.

2. Grant of Easements. Grantor does hereby create, grant and convey to Grantee the following easements on and affecting Grantor's Property, which easements shall be appurtenant to and for the benefit of Grantee's Property:

(a) A perpetual, non-exclusive easement under the Easement Property to construct and use the Storm Drainage Pipe under and across the Easement Property on Grantor's Property to the Wash Area and to discharge and transmit storm drainage water from Grantee's Property through such Storm Drainage Pipe.

(b) A perpetual, non-exclusive easement across the entrances, exits and driveways located upon Grantor's Property from time-to-time for the purpose of furnishing access and the right of access to the Easement Property and the Wash Area for the purpose of constructing, repairing, maintaining, operating, inspecting and replacing, if necessary, the Storm Drainage Pipe.

3. Development of Grantee's Property. This Agreement is beneficial to Grantee in the development of Grantee's Property. Grantor acknowledges that Grantor and Grantor's Property will benefit from the development of Grantee's Property.

4. Use and Maintenance.

(a) Storm Drainage Pipe. Grantee shall use the Easement Property and Wash Area only for the purposes described in Section 2. Grantee shall keep, maintain and repair, at its sole cost and expense, the Storm Drainage Pipe in good order, condition and repair. Any maintenance or repair which requires work upon the surface of Grantor's Property shall be performed only after not less than fifteen (15) days notice to Grantor, except in the case of emergency, in which case Grantee shall provide Grantor with such notice as is reasonably practicable under the circumstances, and any such work shall be done so as to cause as little interference with the use of the surface of the land as is practicable.

(b) Use of Easement Property. Grantor retains all right, title and interest in the Easement Property except the right to use or permit the use of the Easement Property, Wash Area or Wash Facilities in a manner that would interfere with the use of the Easement Property, Wash Area or Wash Facilities by Grantee in accordance with the terms of this Agreement.

5. Right of Grantor to Relocate Storm Drainage Pipe. Grantor shall be permitted to relocate the Easement Property and the Storm Drainage Pipe within Grantor's Property but shall not alter the point at which it enters and exits Grantor's Property, such relocation shall be only upon strict compliance with the provisions of this Section.

a. Grantor shall provide to the Grantee written notice of, and conceptual plans for, the proposed relocation not less than thirty (30) days before any work commences. Grantee must approve the alteration, relocation or change, which approval shall not be unreasonably withheld, conditioned or delayed.

b. Any proposed relocation shall comply with all governmental, quasi-governmental, utility company any other applicable requirements.

c. Any proposed alteration, relocation shall not materially and adversely impact the flow through the Storm Drainage Pipe from Grantee's Property to the Wash Area.

d. Any relocation shall not reduce or unreasonably impair the usefulness or function of the Storm Drainage Pipe.

e. Grantor shall pay the entire cost of such alteration, relocation or change, and Grantee shall not incur any cost for such alteration, relocation or change.

f. Grantor may not perform any work on, or stage any work from Grantee's Property without the consent of the Grantee, which consent may be withheld for reasonable cause.

6. Duration. The easements, rights and interest granted herein shall be appurtenant to Grantee's Property, shall constitute covenants running with the land, shall burden Grantor's Property as the servient estate, benefit Grantee's Property as the dominant estate (and all successors, assigns and any person acquiring, leasing or otherwise owning an interest in Grantee's Property), and shall be binding upon the Grantor, its successors, assigns and any person acquiring, leasing or otherwise claiming or owning an interest in the Grantor's Property. Grantee may retain the right to construct, repair, maintain, operate, inspect, and/or use the Storm Drainage Pipe, approve any relocation of the Easement Property or Storm Drainage Pipe, control the use of the easements granted herein, and approve any amendment to, or termination of, this Agreement as between Grantee and its successors or assigns in connection with any sale of Grantee's property. The term of this Agreement is perpetual unless terminated in accordance with the terms of this Agreement.

7. No Liens. Grantor represents that Grantor's Property is free and clear of (i) all liens, and (ii) any encumbrances that would materially adversely affect Grantee's use of the Easement Property or Grantor's Property.

8. Attorneys' Fees. In the event any action is commenced by either Party against the other Party in connection with this Agreement, the prevailing Party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

9. No Waiver. Failure of a Party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

10. Effective Date. This Agreement, any amendment or termination of this Agreement, and any supplement hereto shall take effect upon its being filed for record in the office of the Washington County, Utah Recorder's office.

11. Miscellaneous.

a. Titles, Captions and References. All section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a section by number or other designation, such reference shall be deemed to be to the correspondingly numbered section of this Agreement unless the context refers to a section in another agreement, document or instrument.

b. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

c. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules that would apply the law of another jurisdiction.

d. Entire Agreement. This Agreement, including the attached exhibits, contains the entire agreement between the Parties with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein.

e. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

f. Exhibits. All exhibits attached to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

g. Time of Essence. Time is of the essence with respect to the obligations set forth in this Agreement.

h. Amendments. This Agreement may be amended by a written instrument executed by the Parties.

i. Termination. This Agreement may be terminated at any time by a written instrument executed by the Parties.

j. Authority. The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective Parties. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective Parties, enforceable in accordance with its terms.

k. No Relationship. The Parties do not, by this Agreement nor by either Parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

l. No Dedication. Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Properties to the general public or for the use by or benefit of the general public for any public purpose whatsoever, it being the intention of the Parties that this Agreement will be strictly limited to and for the purpose expressed herein.

m. Partial Invalidity. If any term, provision, covenant or condition of this Agreement, or any application thereof, is held by a court of competent jurisdiction to be invalid,

void or unenforceable, then all terms, provisions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

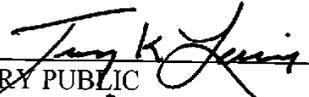
*[Signatures pages follow]*

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

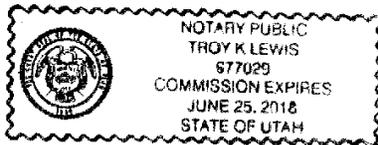
"GRANTOR"  
  
Brent Beesley, as Trustee of the Heritage Holding Corporation Charitable Remainder Unitrust 1999:1

STATE OF UTAH )  
 ) : ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of Sept, 2015, by Brent Beesley, as Trustee of the Heritage Holding Corporation Charitable Remainder Unitrust 1999:1.

  
NOTARY PUBLIC  
Residing at: Provo, Utah

My Commission Expires:





“GRANTEE”

HARMONS SANTA CLARA, L.L.C., a  
Utah limited liability company

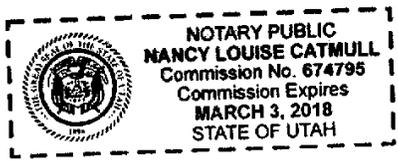
By: *John W. Ward*  
Name: *John W. Ward*  
Its: *CFO*

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

The foregoing instrument was acknowledged before me this *6<sup>th</sup>* day of *Oct*, 2015,  
by *John W. Ward*, the *CFO* of Harmons Santa Clara, L.L.C., a Utah  
limited liability company.

*Nancy Louise Catmull*  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:



**EXHIBIT "A"**  
**TO**  
**STORM DRAIN EASEMENT AGREEMENT**

Legal Description of Grantor's Property

A part of Lot 3 and 8 Block 28, of the St. George and Santa Clara Bench Irrigation Company Survey within the Northwest Quarter of Section 9, Township 42 South, Range 16 West, Salt Lake Base & Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point on the West Line of the East one-third of said Lot 3 located 858.22 feet North  $0^{\circ}37'37''$  East along the Section Line and 446.49 feet South  $89^{\circ}22'23''$  East from the West Quarter Corner of said Section 9; and running thence North  $0^{\circ}34'27''$  East 479.94 feet along said West Line to the North Line of said Lot 3; thence South  $89^{\circ}03'14''$  East 223.03 feet along said North Line of Lot 3 to the Northeast Corner thereof; thence South  $0^{\circ}32'52''$  West 335.95 feet along the East Line of said Lot 3 to the North Line of the South Half of Lot 8; thence South  $88^{\circ}59'13''$  East 133.91 feet along said North Line to the East Line of the West one-fifth of said Lot 8; thence South  $0^{\circ}31'55''$  West 336.10 feet along said East Line to the South Line of said Lot 8; thence North  $88^{\circ}55'13''$  West 177.57 feet along said South Line and the South Line of Lot 3; thence North  $16^{\circ}36'53''$  West 67.70 feet; thence North  $28^{\circ}38'27''$  West 146.96 feet; thence North  $89^{\circ}22'23''$  West 88.04 feet to the point of beginning.

Less and excepting the following described property deeded to Santa Clara City by that certain Special Warranty Deed from Heritage Holding Corporation Charitable Remainder Unitrust: 1999:1 as instrument number 20130034239 recorded on September 9, 2013 in the office of the Washington County Recorder's Office and described as follows:

BEGINNING AT A POINT ON THE EAST LINE OF RACHEL DRIVE, SAID POINT BEING SOUTH  $00^{\circ}37'37''$  WEST 1,480.23 FEET ALONG THE SECTION LINE AND EAST 30.00 FEET FROM THE NORTHWEST CORNER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING; THENCE SOUTH  $89^{\circ}12'18''$  EAST 28.14 FEET; THENCE EASTERLY 157.11 FEET ALONG AN ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH  $00^{\circ}47'42''$  WEST LONG CHORD BEARS SOUTH  $80^{\circ}12'12''$  EAST 156.47 FEET WITH A CENTRAL ANGLE OF  $18^{\circ}00'13''$ ); THENCE SOUTHEASTERLY 66.10 FEET ALONG AN ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH  $18^{\circ}47'55''$  WEST, LONG CHORD BEARS SOUTH  $33^{\circ}19'49''$  EAST 61.39 FEET WITH A CENTRAL ANGLE OF  $75^{\circ}44'33''$ ); THENCE SOUTHEASTERLY 33.26 FEET ALONG AN ARC OF A 25.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH  $85^{\circ}27'32''$  EAST, LONG CHORD BEARS SOUTH  $33^{\circ}34'00''$  EAST 30.86 FEET WITH A CENTRAL ANGLE OF  $76^{\circ}12'56''$ ); THENCE EASTERLY 153.58 FEET ALONG AN ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH  $18^{\circ}19'32''$  EAST, LONG CHORD BEARS SOUTH  $80^{\circ}28'26''$  EAST 152.98 FEET WITH A CENTRAL ANGLE OF

17°35'56"); THENCE SOUTH 89°16'23" EAST 48.58 FEET; THENCE EASTERLY 154.68 FEET ALONG AN ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 00°43'37" WEST, LONG CHORD BEARS SOUTH 80°24'38" EAST 154.06 FEET WITH A CENTRAL ANGLE OF 17°43'30"); THENCE SOUTH 71°32'53" EAST 299.79 FEET; THENCE EASTERLY 57.86 FEET ALONG AN ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 18°27'07" WEST, LONG CHORD BEARS SOUTH 68°13'58" EAST 57.83 FEET WITH A CENTRAL ANGLE OF 06°37'51"); THENCE SOUTH 64°55'01" EAST 151.45 FEET; THENCE NORTH 62°09'49" EAST 41.97 FEET; THENCE NORTH 18°21'25" EAST 279.66 FEET; THENCE NORTHERLY 102.80 FEET ALONG AN ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 71°12'29" WEST, LONG CHORD BEARS NORTH 20°28'27" WEST 94.94 FEET WITH A CENTRAL ANGLE OF 78°31'55"); THENCE NORTH 59°44'23" WEST 441.32 FEET; THENCE NORTHWESTERLY 291.19 FEET ALONG AN ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 30°15'37" EAST, LONG CHORD BEARS NORTH 42°10'39" WEST 286.66 FEET WITH A CENTRAL ANGLE OF 35°07'29"); THENCE NORTH 24°36'55" WEST 140.96 FEET; THENCE NORTHWESTERLY 194.92 FEET ALONG AN ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 65°23'05" WEST, LONG CHORD BEARS NORTH 35°15'05" WEST 193.80 FEET WITH A CENTRAL ANGLE OF 21°16'20 "); THENCE NORTH 45.°53'15" WEST 65.23 FEET TO THE NORTHERLY LINE OF LOT 4, BLOCK 28, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY; THENCE SOUTH 89°11'13" EAST 150.35 FEET ALONG SAID NORTH LINE; THENCE SOUTH 30°17'27" EAST 302.77 FEET; THENCE SOUTHEASTERLY 496.42 FEET ALONG AN ARC OF A 750.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 59°42'33" EAST, LONG CHORD BEARS SOUTH 49°15'10" EAST 487.41 FEET WITH A CENTRAL ANGLE OF 37°55'26"); THENCE SOUTH 68°12'53" EAST 237.23 FEET; THENCE SOUTH 18°17'02" EAST 98.23 FEET TO THE EAST LINE OF SAID BLOCK 28, ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY; THENCE SOUTH 00°28'02" WEST 53.61 FEET ALONG SAID EAST LINE; THENCE SOUTH 15°04'08" WEST 318.54 FEET; THENCE SOUTHEASTERLY 122.83 FEET ALONG AN ARC OF A 75.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 74°55'52" EAST, LONG CHORD BEARS SOUTH 31°50'55" EAST 109.56 FEET WITH A CENTRAL ANGLE OF 93°50'05"); THENCE SOUTH 78°45'57" EAST 22.13 FEET; THENCE NORTH 72°31'05" EAST 52.03 FEET; THENCE SOUTH 78°45'57" EAST 36.58 FEET; THENCE SOUTHEASTERLY 228.59 FEET ALONG AN ARC OF A 350.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 11°14'03" WEST, LONG CHORD BEARS SOUTH 60°03'21" EAST 224.54 FEET WITH A CENTRAL ANGLE OF 37°25'12"); THENCE SOUTH 41°20'46" EAST 83.02 FEET; THENCE SOUTHEASTERLY 81.35 FEET ALONG AN ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 48°39'14" EAST LONG CHORD BEARS SOUTH 50°40'05" EAST 80.99 FEET WITH A CENTRAL ANGLE OF 18°38'38") THENCE SOUTH 59°59'24" EAST 184.84 FEET; THENCE SOUTHEASTERLY 158.44 FEET ALONG AN ARC OF A 250.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 30°00'36" WEST, LONG CHORD BEARS SOUTH 41°50'04" EAST 155.80 FEET WITH A CENTRAL ANGLE OF 36°18'40"); THENCE SOUTHERLY 38.17 FEET ALONG AN ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 66°19'16" WEST,

LONG CHORD BEARS SOUTH 01°48'43" EAST 37.25 FEET WITH A CENTRAL ANGLE OF 43°44'02"); THENCE SOUTH 20°03'18" WEST 33.01 FEET; THENCE SOUTHERLY 55.94 FEET ALONG AN ARC OF A 50.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 69°56'42" EAST, LONG CHORD BEARS SOUTH 11°59'44" EAST 53.07 FEET WITH A CENTRAL ANGLE OF 64°06'03"); THENCE SOUTH 44°02'46" EAST 134.41 FEET; THENCE SOUTH 25°51'13" EAST 19.86 FEET; THENCE SOUTH 64°08'47" WEST 50.04 FEET; THENCE NORTH 30°04'27" WEST 84.62 FEET; THENCE SOUTH 25°02'20" WEST 128.67 FEET TO THE NORTH LINE OF PIONEER PARKWAY; THENCE WESTERLY 29.79 FEET ALONG AN ARC OF A 482.91 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 21°56'58" WEST, LONG CHORD BEARS NORTH 69°49'04" WEST 29.78 FEET WITH A CENTRAL ANGLE OF 03°32'04") ALONG THE NORTH LINE OF SAID PIONEER PARKWAY; THENCE NORTHERLY 94.60 FEET ALONG AN ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 70°12'31" WEST LONG CHORD BEARS NORTH 01°53'18" WEST 92.35 FEET WITH A CENTRAL ANGLE OF 43°21'34"); THENCE NORTH 23°34'05" WEST 60.89 FEET; THENCE NORTHERLY 94.14 FEET ALONG AN ARC OF A 475.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 66°25'55" EAST, LONG CHORD BEARS NORTH 17°53'26" WEST 93.98 FEET WITH A CENTRAL ANGLE OF 11°21'19"); THENCE NORTHWESTERLY 104.85 FEET ALONG AN ARC OF A 125.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 77°47'14" WEST LONG CHORD BEARS NORTH 36°14'36" WEST 101.81 FEET WITH A CENTRAL ANGLE OF 48°03'39"), THENCE NORTH 60°16'25" WEST 39.82 FEET; THENCE NORTHWESTERLY 115.93 FEET ALONG AN ARC OF A 470.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 29°43'35" EAST, LONG CHORD BEARS NORTH 53°12'27" WEST 115.63 FEET WITH A CENTRAL ANGLE OF 14°07'56"); THENCE NORTH 46°08'29" WEST 192.07 FEET; THENCE NORTHWESTERLY 184.13 FEET ALONG AN ARC OF A 280.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 43°51'31" WEST, LONG CHORD BEARS NORTH 64°58'48" WEST 180.83 FEET WITH A CENTRAL ANGLE OF 37°40'38"); THENCE SOUTH 81°14'21" WEST 50.27 FEET; THENCE WEST 19.96 FEET; THENCE NORTH 64°38'24" WEST 265.08 FEET; THENCE WESTERLY 183.63 FEET ALONG AN ARC OF A 750.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 25°21'36" WEST, LONG CHORD BEARS NORTH 71°39'15" WEST 183.17 FEET WITH A CENTRAL ANGLE OF 14°01'42"); THENCE WESTERLY 279.62 FEET ALONG AN ARC OF A 750.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 11°19'54" EAST, LONG CHORD BEARS NORTH 67°59'16" WEST 278.00 FEET WITH A CENTRAL ANGLE OF 21°21'41"); THENCE WESTERLY 89.00 FEET ALONG AN ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 32°41'35" WEST, LONG CHORD BEARS NORTH 70°03'19" WEST 88.27 FEET WITH A CENTRAL ANGLE OF 25°29'49"); THENCE NORTH 82°48'14" WEST 264.30 FEET; THENCE WESTERLY 85.48 FEET ALONG AN ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 07°11'46" EAST, LONG CHORD BEARS NORTH 70°33'36" WEST 84.83 FEET WITH A CENTRAL ANGLE OF 24°29'16"); THENCE NORTH 58°18'58" WEST 59.95 FEET; THENCE WESTERLY 99.80 FEET ALONG AN ARC OF A 200.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 31°41'02" WEST, LONG CHORD BEARS NORTH 72°36'44" WEST 98.77 FEET WITH A CENTRAL ANGLE OF 28°35'31"); THENCE NORTH 86°54'29" WEST 18.83 FEET TO THE EAST LINE OF

SAID RACHEL DRIVE; THENCE NORTH 00°37'37" EAST 93.00 FEET ALONG SAID  
EAST LINE OF RACHEL DRIVE TO THE POINT OF BEGINNING.

Tax Serial No. SC-6-2-9-43101

**EXHIBIT "B"**  
**TO**  
**STORM DRAIN EASEMENT AGREEMENT**

Legal Description of Grantee's Property

The following tracts of land located in Washington County, Utah:

Tract 1:

The following described real property situated in Washington County, Utah, together with all rights and privileges appurtenant thereto:

Beginning at a point which bears South 88°47'28" East 54.34 feet along the 1/4 section line and North 01°12'32" East 40.00 feet from the West 1/4 Corner of Section 9 Township 42 South, Range 16 West, Salt Lake Base and Meridian, said point being on Rachel Drive and the beginning of a 25.00 foot radius curve, and running thence South 88°47'28" East 177.93 feet; thence North 00°37'37" East parallel to the West section line of said Section 9, a distance of 202.68 feet, thence North 88°47'28" West parallel to the 1/4 section line of said Section 9, a distance of 202.68 feet to the East edge of Rachel Drive, Santa Clara, Utah, as dedicated November 19, 2003 as Entry No. 852034, in Book 1597, at Page 890 of Official Records, and running thence South 00°37'37" West along the East line of Rachel Drive a distance of 177.93 feet to the point of beginning of a 25.00 foot radius curve to the left, thence along the arc of said curve through a central angle of 89°25'04" a distance of 39.02 feet (chord bears South 44°04'55" East a distance of 35.175 feet) to the point of beginning.

Being a portion of the South 1/2 of Lot 2, Block 28, St. George and Santa Clara Bench Irrigation Company Survey.

Less an excepting therefrom the actual well site situated on the subject property, as disclosed by Warranty Deed recorded May 8, 1980 as Entry No. 216123 in Book 271 at Page 302 of Official Records.

Also less and excepting that portion conveyed to Santa Clara City disclosed by Quit-Claim Deed recorded January 15, 1998 as Entry No. 588500 in Book 1168 at Page 546 of Official Records, being more particularly described as follows:

Beginning at a point located North 84°23'03" East 260.80 feet, from the West 1/4 Corner of Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian; thence, South 89°53'06" West 234.85 feet; thence, North 0°41'49" West 15.00 feet; thence, North 89°53'06" East 234.85 feet; thence, South 0°41'49" East 15.00 feet, to the point of beginning.

Tax Serial No. SC-6-2-9-4308

And

Tract 2:

A PART OF LOTS 1, 2, AND 3, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH:

BEGINNING AT A POINT ON THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH LOCATED 858.22 FEET NORTH  $0^{\circ}37'37''$  EAST ALONG THE SECTION LINE AND 30.00 FEET SOUTH  $89^{\circ}22'23''$  EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE SOUTH  $89^{\circ}22'23''$  EAST 504.53 FEET; THENCE SOUTH  $28^{\circ}38'27''$  EAST 146.96 FEET; THENCE SOUTH  $16^{\circ}36'53''$  EAST 238.27 FEET; THENCE SOUTH  $0^{\circ}37'37''$  WEST 469.39 FEET TO THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH; THENCE NORTH  $88^{\circ}47'13''$  WEST 444.36 FEET ALONG SAID NORTH LINE; THENCE NORTH  $0^{\circ}37'37''$  EAST 202.70 FEET; THENCE NORTH  $88^{\circ}47'28''$  WEST 202.68 FEET TO THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH; THENCE NORTH  $00^{\circ}37'37''$  EAST 615.84 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

LESS ANY AND ALL OUTSTANDING OIL AND GAS, MINING AND MINERAL RIGHTS, ETC., TOGETHER WITH THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES, AND THE RIGHT OF INGRESS AND EGRESS FOR THE USE OF SAID RIGHTS.

Tax Serial No. SC-6-2-9-43151

THE TRACT ABOVE ALSO BEING DESCRIBED AS FOLLOWS:

PARCEL I:

A PART OF LOT 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH: BEGINNING AT A POINT ON THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH LOCATED 518.22 FEET NORTH  $0^{\circ}37'37''$  EAST ALONG THE SECTION LINE; AND 30.00 FEET SOUTH  $89^{\circ}22'23''$  EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE SOUTH  $89^{\circ}22'23''$  EAST 132.50 FEET; THENCE SOUTH  $0^{\circ}37'37''$  WEST 256.00 FEET; THENCE NORTH  $89^{\circ}22'23''$  WEST 132.50 FEET TO THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH; THENCE NORTH  $0^{\circ}37'37''$  EAST 256.00 FEET ALONG SAID EAST LINE OF RACHEL DRIVE TO THE POINT OF BEGINNING.

## PARCEL 2:

A PART OF LOTS 1, 2, AND 3, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH: BEGINNING AT A POINT ON THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH LOCATED 518.22 FEET NORTH 0°37'37" EAST ALONG THE SECTION LINE AND 30.00 FEET SOUTH 89°22'23" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE NORTH 0°37'37" EAST 340.00 FEET ALONG SAID EAST LINE OF RACHEL DRIVE; THENCE SOUTH 89°22'23" EAST 504.53 FEET; THENCE SOUTH 28°38'27" EAST 146.96 FEET; THENCE SOUTH 16°36'53" EAST 67.70 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE NORTH 88°55'13" WEST 115.27 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0°37'37" WEST 30.26 FEET; THENCE NORTH 89°22'23" WEST 12.85 FEET; THENCE SOUTH 0°37'37" WEST 114.80 FEET; THENCE SOUTH 89°22'23" EAST 172.85 FEET; THENCE SOUTH 16°36'53" EAST 19.64 FEET; THENCE SOUTH 0°37'37" WEST 469.39 FEET TO THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH; THENCE NORTH 88°47'13" WEST 45.00 FEET ALONG SAID NORTH LINE; THENCE NORTH 0°37'37" EAST 228.69 FEET; THENCE NORTH 89°22'23" WEST 399.33 FEET; THENCE SOUTH 0°37'37" WEST 21.91 FEET; THENCE NORTH 88°47'28" WEST 202.68 FEET TO THE EAST LINE OF RACHEL DRIVE AS IT EXISTS AT 30.00 FOOT HALF-WIDTH; THENCE NORTH 0°37'37" EAST 19.83 FEET ALONG SAID EAST LINE; THENCE SOUTH 89°22'23" EAST 132.50 FEET; THENCE NORTH 0°37'37" EAST 256.00 FEET; THENCE NORTH 89°22'23" WEST 132.50 FEET TO THE EAST LINE OF RACHEL DRIVE AND THE POINT OF BEGINNING.

## PARCEL 3:

A PART OF LOTS 1 AND 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH: BEGINNING AT A POINT ON THE NORTH LINE OF LOT 2 BEING 158.83 FEET NORTH 88°55'13" WEST ALONG SAID NORTH LINE FROM THE NORTHEAST CORNER OF SAID LOT 2; SAID POINT OF BEGINNING IS ALSO LOCATED 670.32 FEET NORTH 0°37'37" EAST ALONG THE SECTION LINE; AND 511.20 FEET SOUTH 88°55'13" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE SOUTH 88°55'13" EAST 115.27 FEET ALONG SAID NORTH LINE; THENCE SOUTH 16°36'53" EAST 150.93 FEET; THENCE NORTH 89°22'23" WEST 172.85 FEET; THENCE NORTH 0°37'37" EAST 114.80 FEET; THENCE SOUTH 89°22'23" EAST 12.85 FEET; THENCE NORTH LINE 0°37'37" EAST 30.26 FEET TO THE POINT OF BEGINNING.

## PARCEL 4:

A PART OF LOT 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH: BEGINNING AT A POINT ON THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH

LOCATED 410.57 FEET SOUTH 88°47'13" EAST ALONG THE QUARTER SECTION LINE; AND 40.00 FEET NORTH 1°12'47" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9; AND RUNNING THENCE NORTH 1°12'47" EAST 226.44 FEET; THENCE SOUTH 89°22'23" EAST 218.72 FEET; THENCE SOUTH 0°37'37" WEST 228.69 FEET TO THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH; THENCE NORTH 88°47'13" WEST 221.05 FEET ALONG SAID NORTH LINE OF PIONEER PARKWAY TO THE POINT OF BEGINNING.

PARCEL 5:

A PART OF LOT 2, BLOCK 28, OF THE ST. GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY WITHIN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN WASHINGTON COUNTY, UTAH: BEGINNING AT A POINT ON THE NORTH LINE OF PIONEER PARKWAY AS IT EXISTS AT 40.00 FOOT HALF-WIDTH LOCATED 410.57 FEET SOUTH 88°47'13" EAST ALONG THE QUARTER SECTION LINE; AND 40.00 FEET NORTH 1°12'47" EAST FROM THE WEST QUARTER CORNER OF SAID SECTION 9, AND RUNNING THENCE NORTH 88°47'13" WEST 178.30 FEET ALONG SAID NORTH LINE OF PIONEER PARKWAY; THENCE NORTH 0°37'37" EAST 224.60 FEET; THENCE SOUTH 89°22'23" EAST 180.61 FEET; THENCE SOUTH 1°12'47" WEST 226.44 FEET TO THE NORTH LINE OF PIONEER PARKWAY AND THE POINT OF BEGINNING.

LESS ANY AND ALL OUTSTANDING OIL AND GAS, MINING AND MINERAL RIGHTS, ETC., TOGETHER WITH THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES, AND THE RIGHT OF INGRESS AND EGRESS FOR THE USE OF SAID RIGHTS.

TAX PARCEL NOS: SC-6-2-9-4314; SC-6-2-9-4315; SC-6-2-9-4316; SC-6-2-9-4317; SC-6-2-9-43 18

**EXHIBIT "C"**  
**TO**  
**STORM DRAIN EASEMENT AGREEMENT**

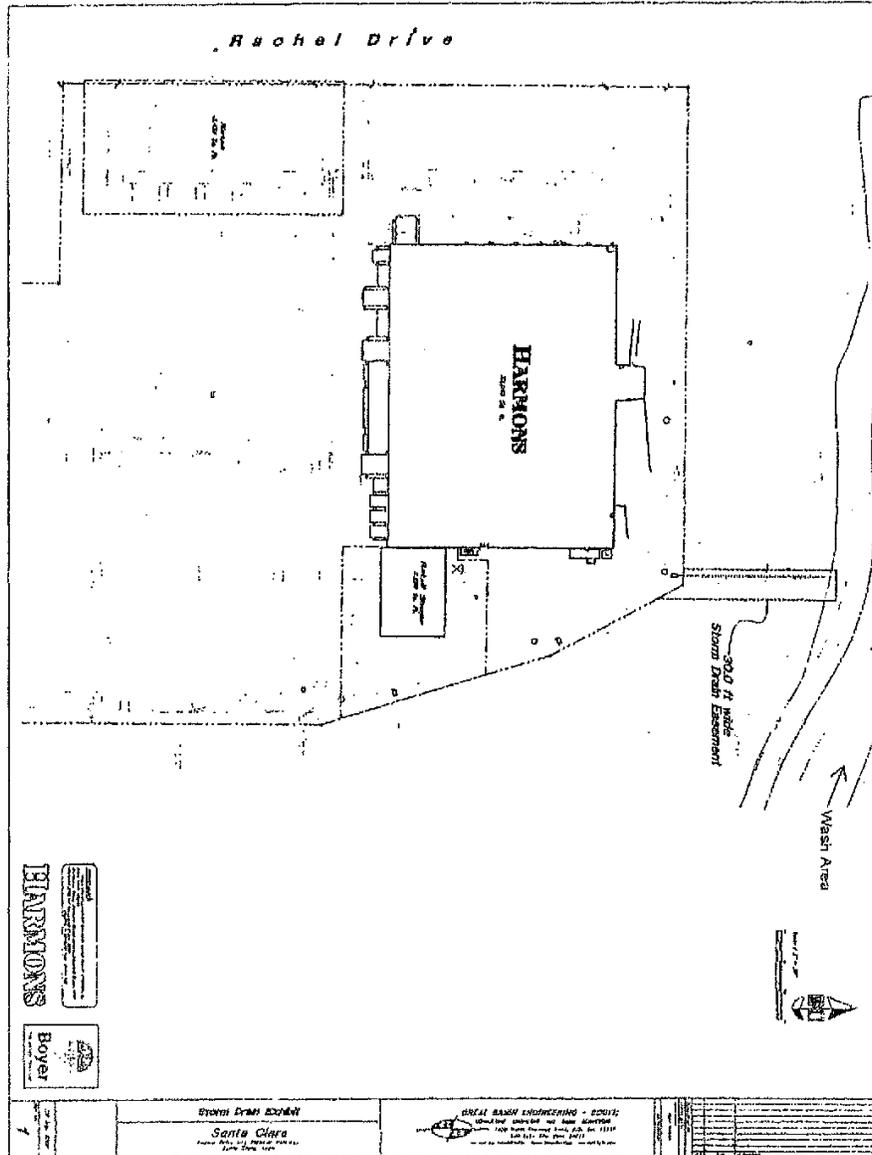
Legal Description of the Easement Property

A part of Lot 3, Block 28, of the St. George and Santa Clara Bench Irrigation Company Survey within the Northwest Quarter of Section 9, Township 42 South, Range 16 West, Salt Lake Base and Meridian, U.S. Survey in Washington County, Utah:

Beginning at a point on Grantor's South Property Line located 858.22 feet North  $0^{\circ}37'37''$  East along the Section Line and 534.53 feet South  $89^{\circ}22'23''$  East along said South Line from the West Quarter Corner of said Section 9; and running thence North  $89^{\circ}22'23''$  West 15.94 feet along said South Line; thence North  $0^{\circ}37'37''$  East 150.07 feet; thence South  $89^{\circ}22'23''$  East 30.00 feet; thence South  $0^{\circ}37'37''$  West 175.15 feet; thence North  $28^{\circ}38'27''$  West 28.75 feet along said South Line to the point of beginning.

**EXHIBIT "D"**  
**TO**  
**STORM DRAIN EASEMENT AGREEMENT**  
Site Plan  
(Attached)

EXHIBIT "D"  
TO  
DECLARATION OF EASEMENTS



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