



ENT 76532: 2024 PG 1 of 15  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Nov 1 01:33 PM FEE 40.00 BY TM  
RECORDED FOR GWC CAPITAL LLC

**WHEN RECORDED, RETURN TO:**

GWC Capital, LLC  
Attn: Ryan Christofferson  
482 W 800 N Ste 240  
Orem, Utah 84057

APN(s): See Exhibit A and Exhibit B

(Space Above for Recorder's Use)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into this 29 day of Oct, 2024 (the "Effective Date"), by and between Brent E. Money and Kris W. Money as trustees of the Brent E. money and Kris W. Money Revocable Trust dated May 15, 2024 ("Grantor"), and GWC CAPITAL, LLC, a Utah limited liability company ("Grantee"). Collectively, Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

**RECITALS**

A. Grantor is the owner of that certain real property in Utah County, Utah, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Grantor Property").

B. Grantee is the owner or developer of the real property located adjacent to the Grantor Property, more particularly described on Exhibit B attached hereto and by this reference made a part hereof (the "Development Property"). Grantee intends to develop on the Development Property (the "Project")

C. Grantee desires to receive, and Grantor desires to grant, certain easements over and across the Grantor Property in order to complete Grantee's proposed development of the Development Property ("Development Work").

**AGREEMENT**

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the above recitals, the covenants and promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement (the "Easement") in, on, over, through, upon, across and under the Easement Area (defined later) for the purposes of construction, installation, and inspection of the Development Work on the Development Property, including, without limitation, ingress and egress of construction equipment, vehicles, and machinery, and storage of construction materials in connection with the Development Work. Grantor may use the Easement Area in any manner

not inconsistent with and which does not unreasonably and materially interfere with the rights and easements granted to Grantee herein. As used in this Agreement, “**Easement Area**” means those portions of the Grantor Property that are shown on Exhibit A attached hereto. Grantee, and its successors, assigns, employees, contractors, agents, guests, servants, consultants, and invitees (collectively, “**Authorized Parties**”), shall have the right to use the Easement and enter upon the Easement Area only for the purposes permitted by this Agreement.

2. Term. The Easement shall commence on the Effective Date and shall automatically terminate upon the earlier to occur of (i) completion of the Development Work; or (ii) one (1) year from the Effective Date (“**Term**”).

3. Restoration. Upon completion of its installation and construction of the Development Work, Grantee, at Grantee’s sole cost and expense, shall restore the Easement Area as reasonably possible to the condition it was in immediately prior to the commencement of the Development Work, except as necessarily modified to accommodate the Development Work or otherwise with Grantor’s consent. Notwithstanding the foregoing to the contrary and for the avoidance of doubt, Grantee shall repair any damage or destruction, caused by Grantee’s entry onto the Easement Area or otherwise as a result of the Development Work.

4. Insurance. Prior to entering onto the Easement Area, Grantee shall maintain, or shall cause to be maintained, a commercial general liability insurance policy with commercially reasonable limits insuring Grantee’s interests against claims for personal injury, bodily injury, death, property damage, occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area. Grantee further agrees to maintain or cause its contractors to maintain and keep in force, during the Term hereof, all applicable Workers’ Compensation and Employers’ Liability Insurance required under applicable Workers’ Compensation Acts and/or applicable law. Such insurance may be carried under a “blanket” policy or “blanket” policies covering other properties or projects of Grantee, and may be subject to such self-insured retentions as Grantee may desire. Grantee shall provide a certificate of such insurance to Grantor prior to any entry onto the Easement Area. In no event shall the coverage obtained and maintained by Grantee be less than statutory limits for claims under workers’ or workmen’s compensation, disability benefits and other similar employee benefit acts. All such policies shall be kept in full force and effect during all times that the Grantee is using the Easement. Grantee shall cause Grantor to be named as an additional insured on such policies of insurance (excepting workers’/workmen’s compensation). Grantee shall use commercially reasonable efforts to cause its respective contractors to carry insurance policies that comply with the provisions of this Section, including, without limitation, naming the Grantor as additional insured under such policies (excepting workers’/workmen’s compensation).

5. Termination. Grantee’s rights hereunder shall automatically terminate at the expiration of the Term without further action, demand or notice upon completion of the Development Work.

6. Indemnity. Grantee and its successors and assigns hereby agree to indemnify, defend, and hold harmless Grantor, Grantor’s officers, directors, employees, managers, members, agents, trustees, servants, successors, and assigns from and against any and all liens, claims, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of Grantee and the Authorized Parties; (ii) the use of the Easement Area by

Grantee or the Authorized Parties; and (iii) any work performed on the Easement Area by Grantee or the Authorized Parties. The terms and conditions of this Section shall remain effective notwithstanding the expiration or termination of this Agreement.

7. Liens. Grantee shall keep the Grantor 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 the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any Authorized Parties.

8. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens, are expressly declared to touch and concern and run with the land, with the Development Property being the dominant estate and the Easement Area being the servient estate, and are binding upon and shall inure to the benefit of each of Grantor and Grantee, and their respective successors and assigns.

9. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflict of laws principles.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the matters covered hereby, and no other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

11. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized to sign, execute, and deliver this Agreement, and that as a result of his or her signature, this Agreement shall be binding upon the Party for which he or she signs.

12. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement.

*[Signatures Follow]*

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

**GRANTOR:** Brent E. money and Kris W. Money Revocable Trust dated May 15, 2024

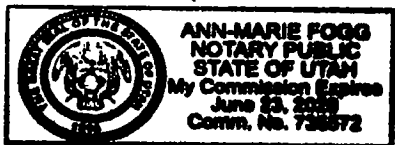
By: [Signature]  
Name: Brent E. Money, Trustee

By: [Signature]  
Name: Kris W. Money, Trustee

STATE OF Utah )  
 ):ss  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 29 day of October 2024, by Brent E. Money and Kris W. Money, the Trustees of The Brent E. Money and Kris W. Money Revocable Trust dated May 15, 2024.

[Signature]  
Notary Public



[Signature Page to Temporary Construction Easement Agreement]

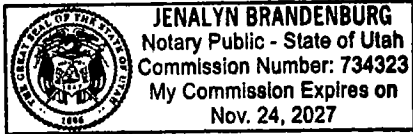
**GRANTEE:**

GWC CAPITAL, LLC, a Utah limited liability company

By: Brandon Henrie  
Name: Brandon Henrie  
Its: President

STATE OF Utah )  
 ) :ss  
COUNTY OF Utah )

The foregoing instrument was acknowledged before me this 29 day of October 2024, by Brandon Henrie, the President of GWC Capital, LLC, a Utah limited liability company, who acknowledged to me that the foregoing instrument was executed on behalf of said company.



Jenalyn Brandenburg  
Notary Public

[Signature Page to Temporary Construction Easement Agreement]

**EXHIBIT A to Temporary Construction Easement Agreement**  
Legal Description of the Grantor Property

A parcel of land located in Utah County, Utah and more particularly described as follows:

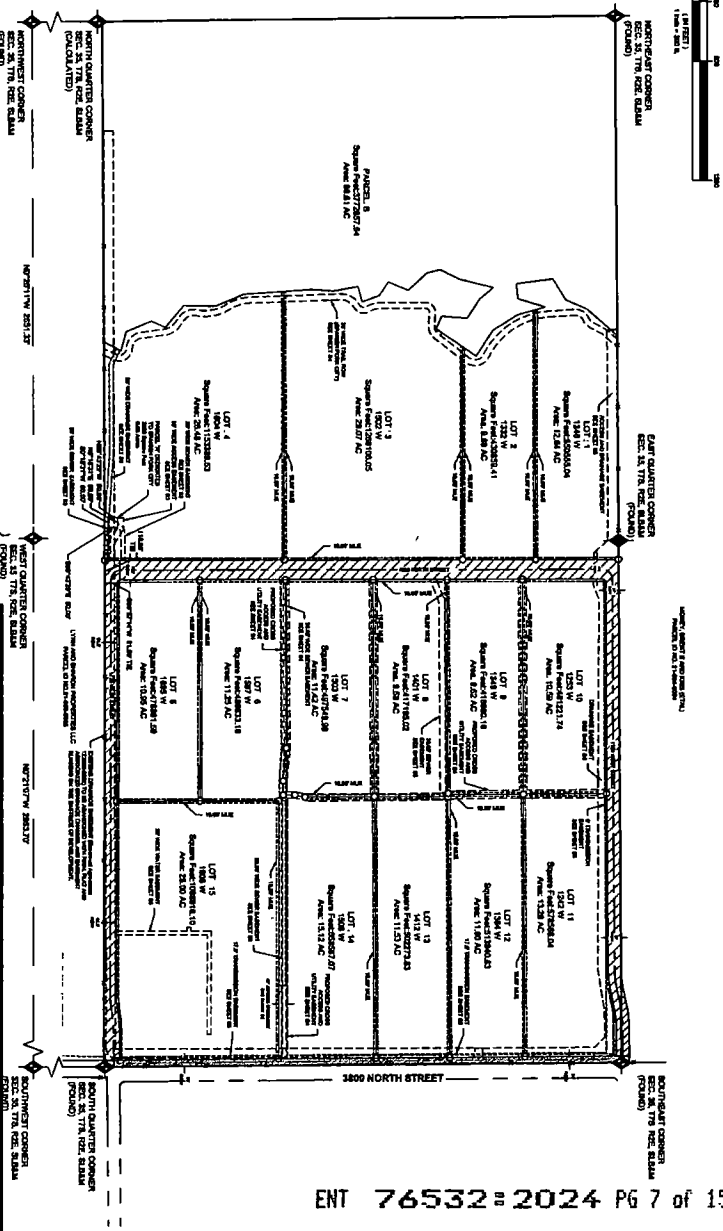
Parcel No. 21:094:0004



NORTH  
GRAPHIC SCALE  
1 inch = 50 feet

# STOCKMAN FLATS SF 320 COMMERCIAL SUBDIVISION FINAL PLAT

LOCATED IN THE EAST HALF OF SECTION 35, TOWNSHIP 7 SOUTH,  
RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN  
SPANISH FORK, UTAH COUNTY, UTAH

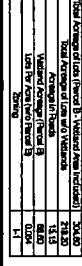


### PLAT NOTES

1. ALL LOT LINES CONFORMING HEREIN SHALL HAVE A 1/4" WIDTH METALLIC UTILITY EASEMENT ACROSS THE ENTIRE FRONTAGE OF EACH LOT FOR CITY UTILITIES AND MAINTENANCE OF SAID UTILITIES.
2. PARCELS 8 & 9 WITH A FLOOD PLAIN PER FEMA FLOOD MAP (REVISED 01-14-04) AND IS CONSIDERED AS A FLOOD PLAIN. PARCELS 8 & 9 ARE CHANNED TO SPANISH FORK CITY.
3. ALL EXISTING WATER AND PRE-EXISTING UTILITIES, SEWER MAINS, ALL ELECTRICAL, AND ALL EXISTING AND NEW COMMUNICATIONS SERVICES LINES TO BE MAINTAINED AND PROTECTED BY THE CITY OF SPANISH FORK, UTAH. THE CITY OF SPANISH FORK, UTAH, SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF SAID UTILITIES.
4. ALL METALLIC UTILITY EASEMENTS PLATTED HEREON SHALL BE MAINTAINED AND PROTECTED BY THE CITY OF SPANISH FORK, UTAH. THE CITY OF SPANISH FORK, UTAH, SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS OF SAID UTILITIES.

### LAND USE TABLE

LAND USE	MINIMUM LOT AREA (AC)	MINIMUM LOT WIDTH (FEET)	MINIMUM LOT DEPTH (FEET)
Residential Single-Family	1.00	30.00	100.00
Residential Medium-Density	1.00	30.00	100.00
Residential High-Density	1.00	30.00	100.00
Commercial	1.00	30.00	100.00
Industrial	1.00	30.00	100.00
Public Use	1.00	30.00	100.00
Other	1.00	30.00	100.00



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Public Use	1.00	30.00	100.00
Other	1.00	30.00	100.00



**STOCKMAN FLATS SF 320 COMMERCIAL SUBDIVISION**

FINAL PLAT

LOCATED IN THE EAST HALF OF SECTION 35, TOWNSHIP 7 SOUTH, RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN SPANISH FORK, UTAH COUNTY, UTAH



**BOUNDARY DESCRIPTION**

THE PLAT OF THE SECTION 35 IS DIVIDED INTO FIFTEEN (15) LOTS, TO-WIT: LOTS 1 THROUGH 15, AS SHOWN ON THE PLAT. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLAT. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLAT. THE PLAT IS SUBJECT TO THE EASEMENTS AND RESTRICTIONS SET FORTH IN THE PLAT.

**ACKNOWLEDGEMENT**

I, the undersigned, being a duly qualified and licensed Surveyor under the laws of the State of Utah, do hereby certify that I am the author of the foregoing plat, and that the same is a true and correct copy of the original as filed in my office, and that the same is in accordance with the laws of the State of Utah.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**ACKNOWLEDGEMENT**

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BY: \_\_\_\_\_

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BY: \_\_\_\_\_

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BY: \_\_\_\_\_

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DATE: \_\_\_\_\_

BY: \_\_\_\_\_

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DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**ACKNOWLEDGEMENT**

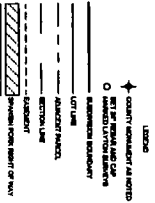
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DATE: \_\_\_\_\_

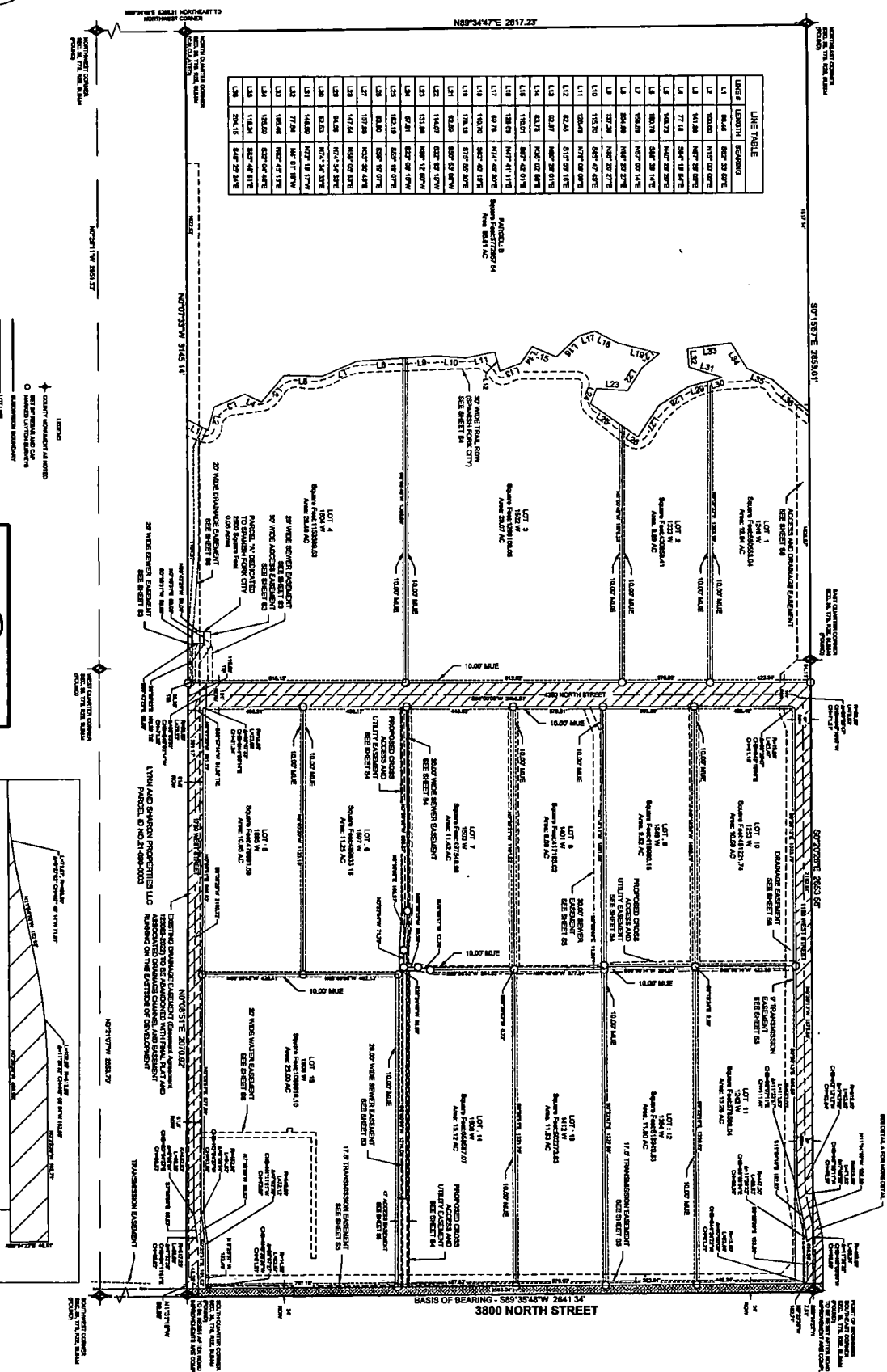
BY: \_\_\_\_\_

**STOCKMAN FLATS SF 320 COMMERCIAL SUBDIVISION  
FINAL PLAT**  
LOCATED IN THE EAST HALF OF SECTION 35, TOWNSHIP 7 SOUTH,  
RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN  
SPANISH FORK, UTAH COUNTY, UTAH

LINE#	LENGTH	BEARING
L1	64.00	S89°35'46"W
L2	100.00	N10°00'00"E
L3	41.26	S87°29'42"E
L4	77.14	S84°14'44"E
L5	14.83	N40°29'30"E
L6	10.29	S87°29'42"E
L7	10.00	N87°00'00"E
L8	10.00	N87°29'42"E
L9	10.00	N87°29'42"E
L10	10.00	N87°29'42"E
L11	10.00	N87°29'42"E
L12	62.46	S15°29'16"E
L13	62.47	N87°29'42"E
L14	62.48	N87°29'42"E
L15	10.00	N87°29'42"E
L16	10.00	N87°29'42"E
L17	67.26	N17°41'11"E
L18	10.00	N17°41'11"E
L19	10.00	N17°41'11"E
L20	10.00	N17°41'11"E
L21	10.00	N17°41'11"E
L22	114.07	S87°29'42"E
L23	111.28	N89°12'00"W
L24	67.41	S27°04'19"W
L25	62.49	S27°04'19"W
L26	62.50	S27°04'19"W
L27	197.29	N27°04'19"E
L28	197.29	N27°04'19"E
L29	64.00	N10°00'00"E
L30	62.50	N10°00'00"E
L31	77.24	N47°14'17"W
L32	18.48	N47°14'17"W
L33	18.49	N47°14'17"W
L34	18.50	N47°14'17"W
L35	18.51	N47°14'17"W
L36	204.13	S87°29'42"E

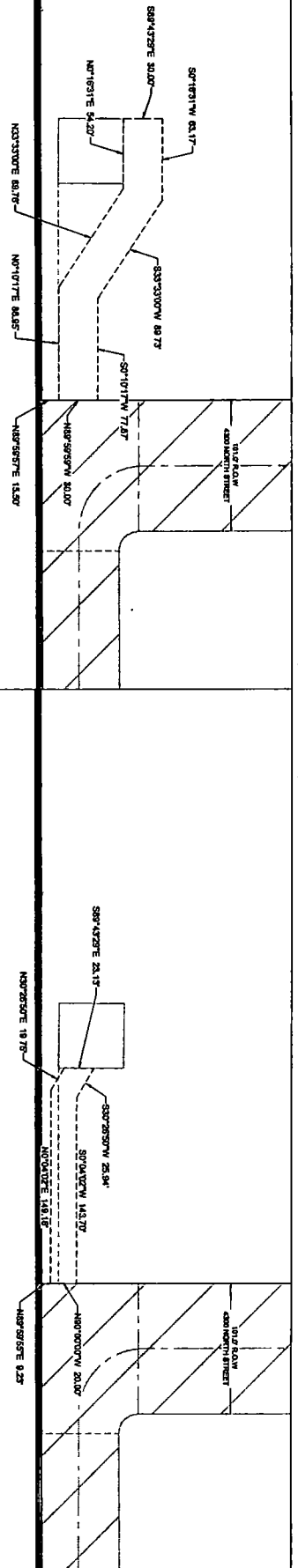


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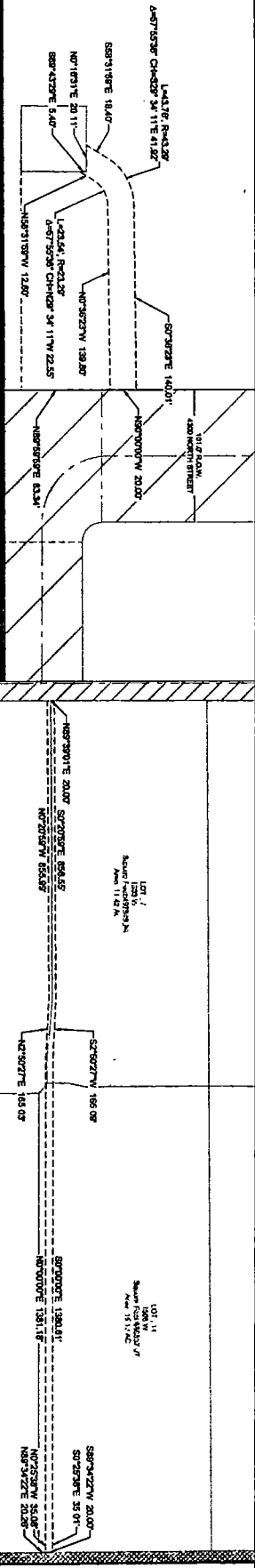


**STOCKMAN FLATS SF 320 COMMERCIAL SUBDIVISION**  
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 RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN  
 SPANISH FORK, UTAH COUNTY, UTAH



**30' WIDE ACCESS EASEMENT**  
 SCALE 1"=40'

**20' WIDE SEWER EASEMENT**  
 SCALE 1"=40'



**20' WIDE SEWER EASEMENT**  
 SCALE 1"=40'

**20' WIDE SEWER EASEMENT**  
 SCALE 1"=80'

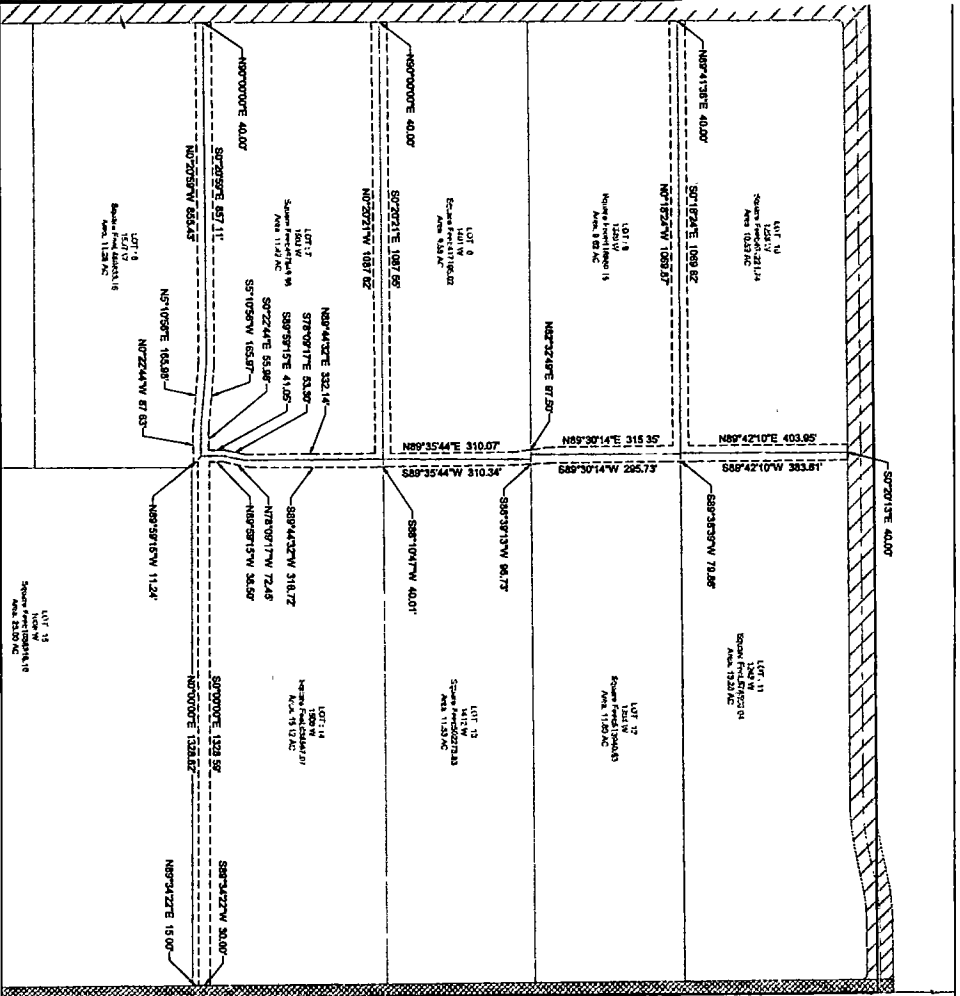


- COUNTY ROADWAY AS SHOWN
- 6 FT. WIDE ROAD AND CURB
- 10' WIDE UTILITY EASEMENT
- 20' WIDE UTILITY EASEMENT
- 30' WIDE UTILITY EASEMENT
- 40' WIDE UTILITY EASEMENT
- 50' WIDE UTILITY EASEMENT
- 60' WIDE UTILITY EASEMENT
- 70' WIDE UTILITY EASEMENT
- 80' WIDE UTILITY EASEMENT
- 90' WIDE UTILITY EASEMENT
- 100' WIDE UTILITY EASEMENT
- 110' WIDE UTILITY EASEMENT
- 120' WIDE UTILITY EASEMENT
- 130' WIDE UTILITY EASEMENT
- 140' WIDE UTILITY EASEMENT
- 150' WIDE UTILITY EASEMENT
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- 220' WIDE UTILITY EASEMENT
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- 780' WIDE UTILITY EASEMENT
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- 820' WIDE UTILITY EASEMENT
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- 970' WIDE UTILITY EASEMENT
- 980' WIDE UTILITY EASEMENT
- 990' WIDE UTILITY EASEMENT
- 1000' WIDE UTILITY EASEMENT

**LAYTON SURVEYS LLC**  
 Professional Land Surveyors  
 107 S. 1000 W., Suite 100  
 Provo, UT 84601  
 Phone: 801.734.1111  
 Fax: 801.734.1112  
 Email: info@laytonsurveys.com

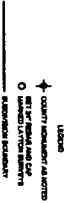
S3  
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**STOCKMAN FLATS SF 320 COMMERCIAL SUBDIVISION**  
**FINAL PLAT**  
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 RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN  
 SPANISH FORK, UTAH COUNTY, UTAH



**CROSS ACCESS AND UTILITY EASEMENT**

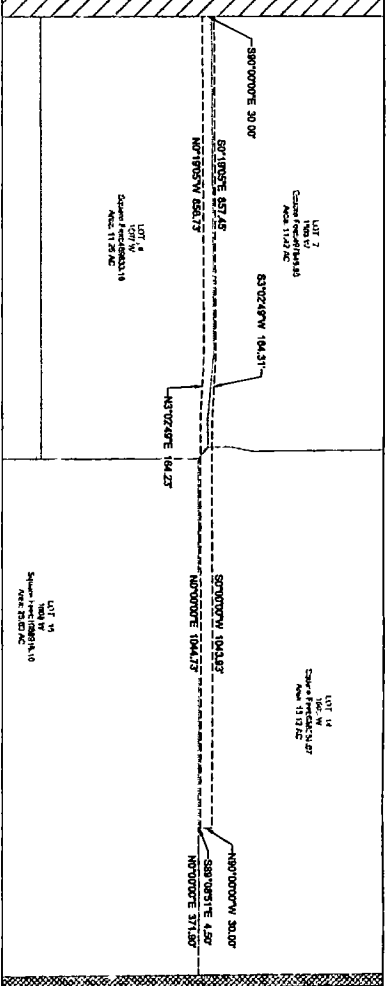
SCALE 1"=150'



NORTH

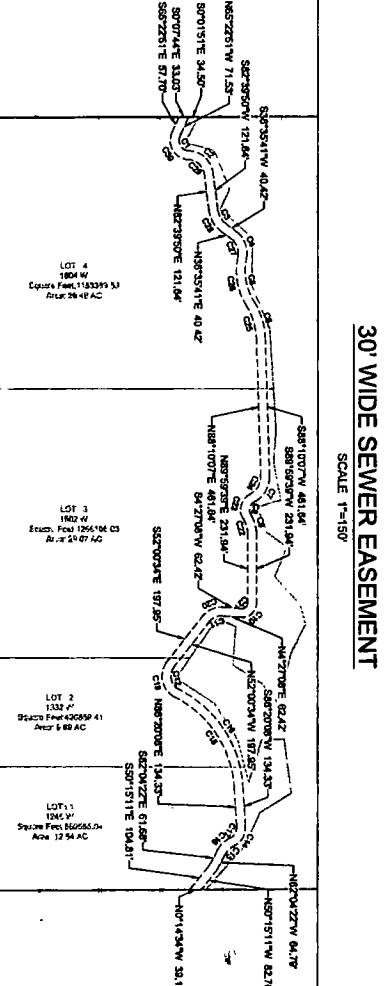
**LAYTON SURVEYS LTD.**  
 Registered Land Surveyors  
 1000 West 1000 South, Suite 100  
 Salt Lake City, Utah 84119  
 Phone: 801-488-8888  
 Fax: 801-488-8889  
 Email: info@laytons.com

S4  
6



**30' WIDE SEWER EASEMENT**

SCALE 1"=150'



**30' WIDE TRAIL RIGHT-OF-WAY**

SCALE 1"=200'

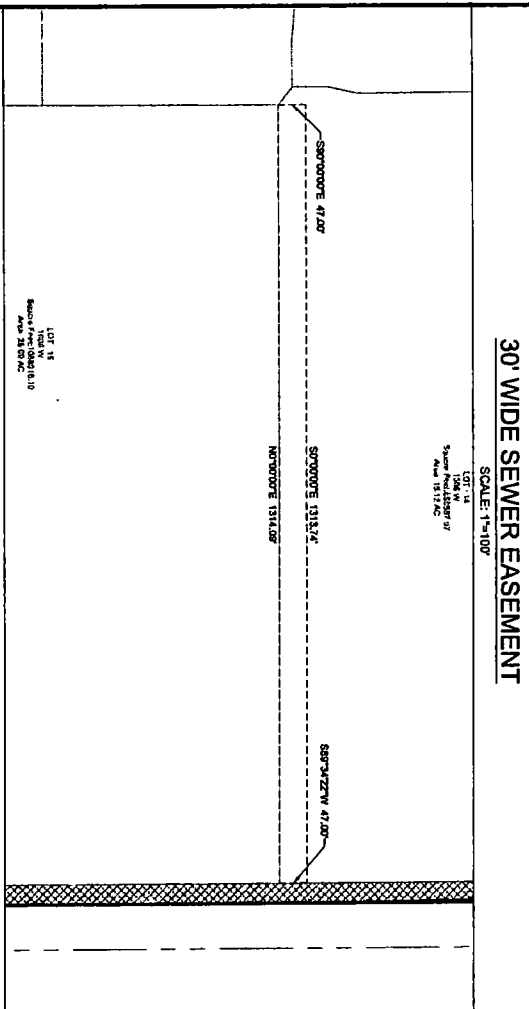
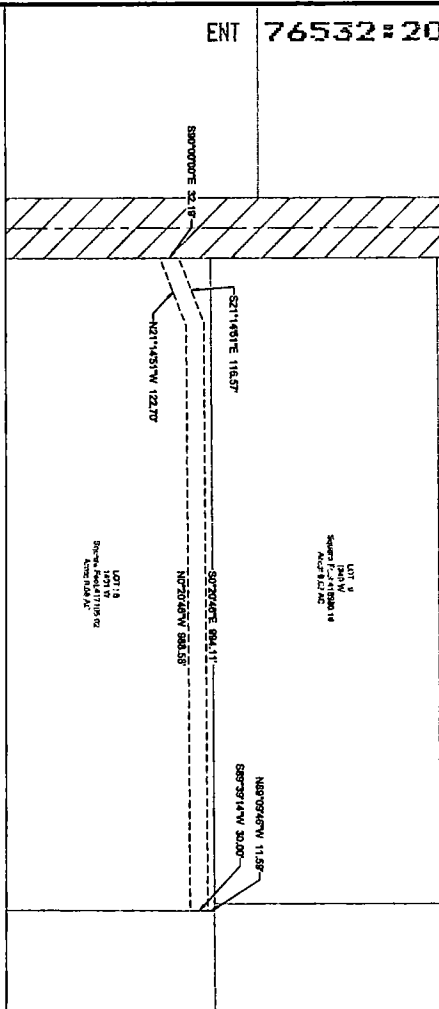
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	49.00	13.00	115.83	S89° 07' 58" W	58.38
C2	120.18	83.00	81.00	S42° 07' 58" W	110.40
C3	44.32	80.00	46.07	S89° 37' 43" W	63.81
C4	102.44	80.00	62.32	S89° 12' 13" W	97.00
C5	153.09	200.00	43.89	S79° 57' 01" W	148.38
C6	131.83	250.00	30.31	S79° 07' 41" W	130.31
C7	110.78	100.00	83.47	N89° 07' 30" W	108.31
C8	48.80	30.00	83.28	N79° 07' 12" W	43.88
C9	72.83	150.00	31.74	S74° 07' 18" W	71.11
C10	82.43	50.00	84.48	N42° 48' 57" W	75.41

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C11	49.37	50.00	54.48	N87° 48' 43" W	47.50
C12	88.27	50.00	101.13	S74° 34' 57" W	72.53
C13	413.28	400.00	28.50	S89° 53' 11" W	388.88
C14	84.17	70.00	88.89	N89° 13' 08" W	79.18
C15	31.08	60.00	57.50	S45° 23' 23" W	57.48
C16	86.39	80.00	57.50	S45° 23' 23" W	57.48
C17	48.10	40.00	68.80	S89° 13' 08" W	48.33
C18	384.23	370.00	18.50	N89° 57' 11" W	387.18
C19	141.24	100.00	101.13	S74° 34' 57" W	124.80
C20	78.84	80.00	58.48	S23° 48' 43" E	72.88

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C21	12.87	20.00	84.48	S42° 48' 37" E	28.38
C22	35.40	100.00	31.74	N74° 07' 18" W	54.10
C23	87.80	40.00	83.28	S79° 07' 12" E	87.23
C24	72.53	70.00	83.47	S89° 07' 30" E	72.54
C25	118.01	250.00	43.88	N79° 07' 41" E	114.83
C26	178.04	200.00	43.88	N79° 07' 41" E	171.78
C27	86.30	60.00	63.23	N89° 12' 13" E	84.47
C28	86.45	60.00	63.23	N89° 12' 13" E	84.47
C29	77.13	50.00	61.80	N42° 48' 57" E	71.44
C30	124.14	80.00	112.83	N89° 07' 58" E	108.37

### STOCKMAN FLATS SF 320 COMMERCIAL SUBDIVISION FINAL PLAT

LOCATED IN THE EAST HALF OF SECTION 35, TOWNSHIP 7 SOUTH,  
RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN  
SPANISH FORK, UTAH COUNTY, UTAH

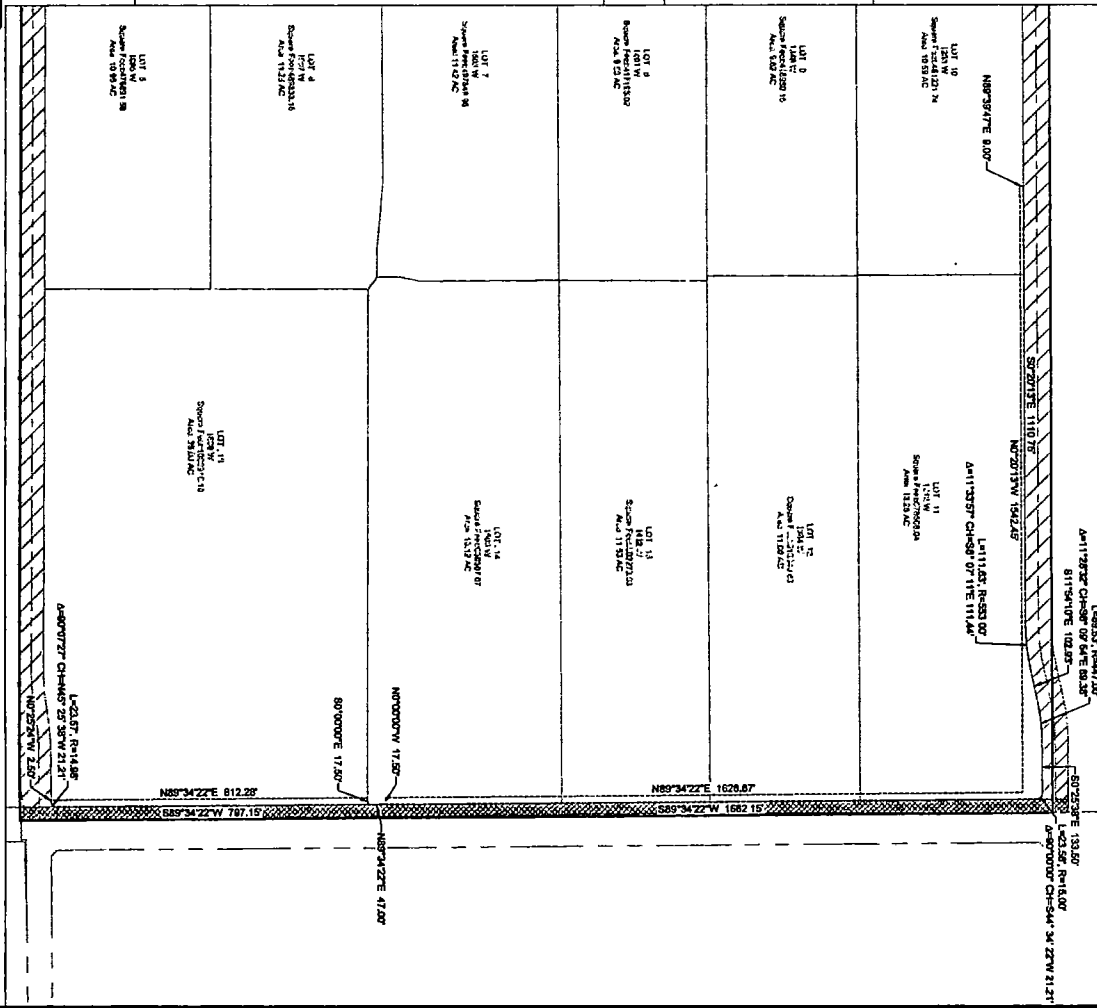


### 47' WIDE ACCESS EASEMENT

SCALE 1"=100'

### 30' WIDE SEWER EASEMENT

SCALE 1"=100'



### TRANSMISSION EASEMENTS

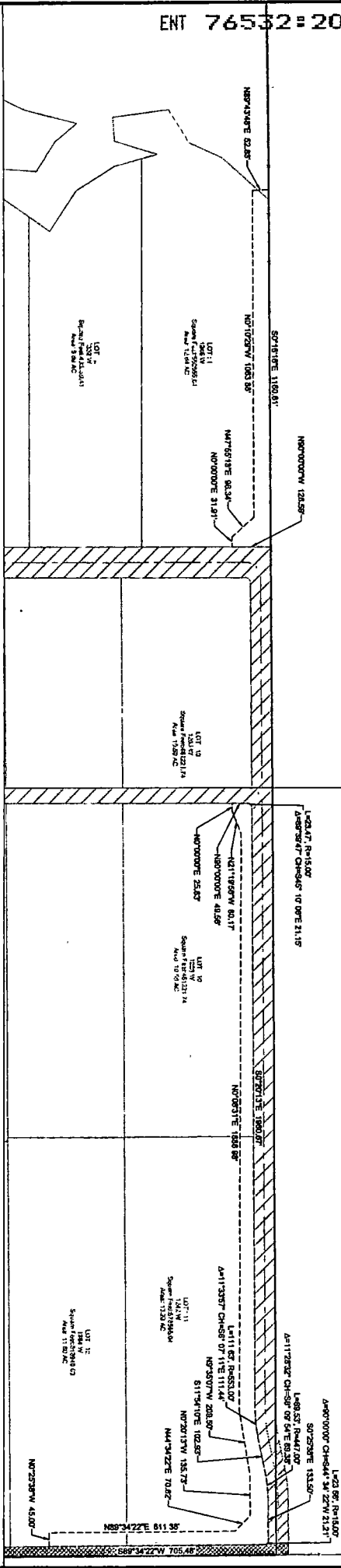
SCALE 1"=150'



Professional Land Surveyors, Inc.  
LAWSON SURVEYS, LLC

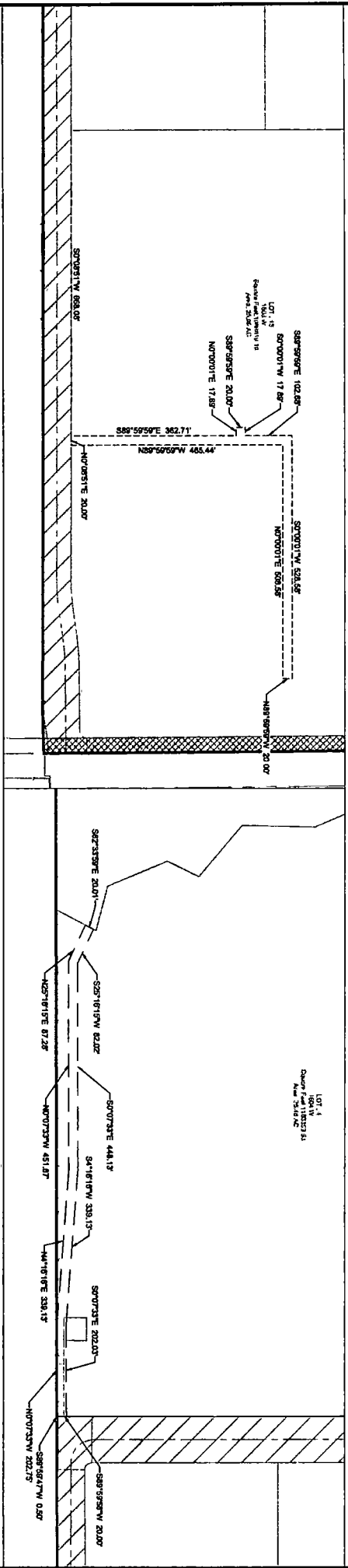
SS 6

**STOCKMAN FLATS SF 320 COMMERCIAL SUBDIVISION**  
**FINAL PLAT**  
LOCATED IN THE EAST HALF OF SECTION 35, TOWNSHIP 7 SOUTH,  
RANGE 2 EAST OF THE SALT LAKE BASE AND MERIDIAN  
SPANISH FORK, UTAH COUNTY, UTAH



**ACCESS AND DRAINAGE EASEMENT**

**DRAINAGE EASEMENT**



**20' WIDE WATER EASEMENT**

**20' WIDE DRAINAGE EASEMENT**



- LEGEND
- COUNTY ROADS AND HIGHWAYS
  - STATE OF UTAH ROAD
  - EXISTING UTILITY
  - EXISTING LITHION SUBDIVISION
  - PROPOSED LITHION SUBDIVISION
  - PROPOSED WATER EASEMENT
  - PROPOSED DRAINAGE EASEMENT
  - PROPOSED ACCESS AND DRAINAGE EASEMENT
  - PROPOSED DRAINAGE EASEMENT
  - PROPOSED 20' WIDE WATER EASEMENT
  - PROPOSED 20' WIDE DRAINAGE EASEMENT

**LAYTON SURVEYS LLC**  
Professional Land Surveyors  
1505 N. 1500 W., Salt Lake City, UT 84119  
(801) 481-1500  
www.laytonsurveys.com

**EXHIBIT B to Temporary Construction Easement Agreement**

**Legal Description of the Development Property**

A parcel of land located in Utah County, Utah and more particularly described as follows:

**Parcel 1 (County Tax Parcel No. 21:092:0008)**

Commencing 25.00 chains East of the Northwest corner of the East half of Section 35, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence South 80.00 chains; thence East 15.00 chains to the section line; thence North along the section line 80.00 chains; thence West 15.00 chains to the place of beginning.

ALSO, Commencing at the Northwest corner of the East half of Section 35, Township 7 South, Range 2 East, Salt Lake base and Meridian; thence South 80.00 chains; thence East 25.00 chains; thence North 80.00 chains; thence West 25.00 chains to the place of beginning.

LESS and excepting therefrom that portion lying within the "Wetland" property described in Warranty Deed recorded December 1, 2023, as Entry No. 78021:2023 in the office of the Utah County Recorder, more particularly described as follows:

A parcel of land located in the Northeast Corner of Section 35, Township 7 South, Range 2 East, Salt Lake Base and Meridian, Springville City, Utah County, Utah, more particularly described as follows: Beginning at the Northeast Corner of said Section 35, and running thence South 00°16'12" East 1,647.27 feet; thence North 55°17'45" West 258.13 feet; thence South 87°35'50" West 175.55 feet; thence South 50°23'43" West 429.05 feet; thence North 54°50'12" West 280.90 feet; thence North 04°07'23" West 210.81 feet; thence North 88°04'38" West 185.81 feet; thence South 52°22'29" West 126.32 feet; thence South 86°50'04" West 75.96 feet; thence North 14°02'45" West 78.82 feet; thence South 86°45'51" West 530.36 feet; thence South 68°40'04" West 164.57 feet; thence South 89°14'07" West 181.38 feet; thence South 37°45'01" West 105.54 feet; thence South 89°47'27" West 65.14 feet; thence North 62°39'17" West 319.07 feet; thence North 00°07'33" West 1,417.96 feet to a point on the northerly Section Line of Section 35; thence North 89°34'52" East 2,616.46 feet along the northerly Section Line of Section 35 to the Point of Beginning.

ALSO, less and excepting therefrom the property described as follows:

Beginning at a point located East 94.539 feet and North 29.424 feet from the South Quarter Corner of Section 35, Township 7 South, Range 2 East, Salt Lake Base and Meridian; thence along the arc of a 15.00-foot radius curve to the right 23.549 feet (Chord bears North 45°24'05" West 21.204 feet); thence North 00°25'38" West 85.85 feet; thence along the arc of a 548.00-foot radius curve to the left 73.719 feet (Chord bears North 04°16'51" West 73.664 feet); thence North 08°08'05" West 57.87 feet; thence along the arc of a 452.00-foot radius curve to the right 65.338 feet (Chord bears North 03°59'37" West 65.281 feet); thence North 00°08'51" East 1022.37 feet; thence East 828.43 feet; thence South 1313.74 feet; thence South 89°37'27" West 797.11 feet to the point of beginning.

**Parcel 2: (County Tax Parcel No. 21:092:0005)**

A parcel of land located in the Northeast Corner of Section 35, Township 7 South, Range 2 East, Salt Lake Base and Meridian, Springville City, Utah County, Utah, more particularly described as follows: Beginning at the Northeast Corner of said Section 35, and running thence South 00°16'12" East 1,647.27 feet; thence North 55°17'45" West 258.13 feet; thence South 87°35'50" West 175.55 feet; thence South 50°23'43" West 429.05 feet; thence North 54°50'12" West 280.90 feet; thence North 04°07'23" West 210.81 feet; thence North 88°04'38" West 185.81 feet; thence South 52°22'29" West 126.32 feet; thence South 86°50'04" West 75.96 feet; thence North 14°02'45" West 78.82 feet; thence South 86°45'51" West 530.36 feet; thence South 68°40'04" West 164.57 feet; thence South 89°14'07" West 181.38 feet; thence South 37°45'01" West 105.54 feet; thence South 89°47'27" West 65.14 feet; thence North 62°39'17" West 319.07 feet; thence North 00°07'33" West 1,417.96 feet to a point on the northerly Section Line of Section 35; thence North 89°34'52" East 2,616.46 feet along the northerly Section Line of Section 35 to the Point of Beginning.