

State of Utah ← M
School and Institutional
Trust Lands Administration
675 E. 500 South, Ste 500
Salt Lake City, UT 84102-2818



ENT 77072:2013 PG 1 of 15
JEFFERY SMITH
UTAH COUNTY RECORDER
2013 Aug 12 1:43 pm FEE 0.00 BY CLS
RECORDED FOR STATE OF UTAH

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EASEMENT

ESMT No. 1819
Beneficiary: **Schools**

THIS EASEMENT AGREEMENT (“**Agreement**”) is made and entered into July 11, 2013, by and between the State of Utah, through the School and Institutional Trust Lands Administration, 675 East 500 South, Suite 500, Salt Lake City, Utah 84102 (“**Grantor**”), and the City of Saratoga Springs, a municipality of the State of Utah, 1307 North Commerce Drive, Suite 200, Saratoga Springs, Utah 84045 (“**Grantee**”).

RECITALS

A. Grantor is the owner of certain lands situated in unincorporated Utah County, Utah (the “**Subject Property**”) more particularly described in **Exhibit A** and generally depicted in **Exhibit B**, attached hereto.

B. Certain lands in the vicinity of the Subject Property have suffered fire damage in recent years, resulting in damage to the Subject Property from debris flow and the creation of drainage channels thereon.

C. Grantee desires to construct certain drainage improvements on the Subject Property and other lands in the vicinity thereof to re-channel the flow of water from fire-damaged lands. In addition to benefitting the residents of Saratoga Spring, these improvements will also improve the condition of the Subject Property and will protect it from additional damage in the future, thereby increasing its value and potential for development.

NOW, THEREFORE, in consideration of those terms and conditions described herein, the parties agree as follows:

1. **Grant of Easement; Term.** Grantor hereby grants to Grantee an easement (the “**Permanent Easement**”) over the Subject Property, which Permanent Easement shall be for the construction and maintenance of drainage control structures on the Subject Property. Specifically, Grantee will construct a berm and cutoff channel and maintain existing drainage channels more particularly described in **Exhibit A** and generally depicted in **Exhibit B** (the “**Improvements**”). The term of the Permanent Easement shall be for the earlier of 30 years from the date from the date first set forth in this Agreement, or until the Improvements are no longer necessary or are rendered useless due to lack of property maintenance or due to other development rendering the Improvements unnecessary.

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2. **Temporary Construction Easement.** In addition to those other rights granted herein, Grantor hereby issues Grantee a temporary construction easement (the "**Construction Easement**") on those lands generally depicted in **Exhibit C** hereto (the "**Construction Easement Property**"). The Construction Easement shall expire on its own terms upon the earlier of completion of construction of the Improvements or within six (6) months from the date first set forth in this Agreement. Grantor may use the Construction Easement Property to temporarily store and stockpile material and for other such uses reasonably associated with constructing the Improvements. Prior to termination of the Construction Easement, the Construction Easement Property shall be restored to its condition prior to the construction activities. Such restoration shall include ripping all travel routes and stockpile areas, rebuilding any fences, and reseeding all ripped and disturbed areas with the same seed mix used to restore the area in autumn 2012. In the event reseeding of the Construction Easement Property fails to produce reasonably adequate vegetation on any portion of such lands within twenty four (24) months following the termination of the Construction Easement, then Grantor may require Grantee to seed the applicable area again. During the term of the Construction Easement and any time periods thereafter when Grantee may be reseeding the lands as described herein, the Construction Easement Property shall be included as part of the "Subject Property" and shall be subject to the terms and conditions of this Agreement concerning the Subject Property.

3. **Construction of Improvements; Costs and Expenses.** All construction of the Improvements, including restoration of the Construction Easement Property, shall be in a first class workmanlike manner, and in accordance with the requirements of any and all laws, ordinances and regulations applicable thereto. Grantee shall pay or cause to be paid all costs and expenses in connection with the construction, operation, repair, replacement, and maintenance of the Improvements, and hold Grantor harmless from any and all liability (including expenses for attorney's fees) which may arise from the construction, operation, and maintenance of said Improvements.

4. **Assignment of Agreement.** This Agreement and the rights granted under the Agreement may be not assigned by Grantee without the written consent of Grantor, which consent shall not be unreasonably withheld. The acquisition or assumption by another party under an agreement with Grantee of any right or obligation of Grantee under this Agreement shall be ineffective as to Grantor unless and until Grantor shall have been notified of such agreement and shall have recognized and approved the same in writing, and in no case shall such recognition or approval operate to relieve Grantee of the responsibilities or liabilities assumed by Grantee hereunder without Grantor's express written release thereof and the succeeding party assumes in writing all of the obligations of Grantee under the terms of this Agreement as to the balance of the term thereof, or acquires the rights in trust as security and subject to such conditions as Grantor deems necessary.

5. **Relocation of Improvements.** Grantor reserves the right to relocate or modify the location of the Improvements, in whole or in part, as may be necessary to accommodate

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construction issues that may arise during development of lands in the vicinity of the Subject Property. Such relocation shall be at Grantor's cost, shall comply with applicable law, and shall provide Grantee with reasonably similar improvements as provided for in this Agreement.

6. **Annexation and Development.** The parties acknowledge that, in the future, Grantor may desire to annex the Subject Property and other adjacent lands into the City of Saratoga Springs and to develop such lands for residential, commercial and other such uses. Grantee agrees that the annexation and development of the Subject Property and other adjacent lands shall be in compliance with Grantee's standard development rules, and that Grantor's issuance of the Permanent Easement shall not delay or otherwise hinder the annexation or development of such lands.

7. **Compliance with Existing Laws, No Waste, Pollution Prevention.** Grantee, in exercising the privileges granted by the Agreement, shall comply with the provisions of all valid federal, state, county, and municipal laws, ordinances, and regulations which are applicable to the Subject Property. Grantee shall neither commit nor knowingly permit any waste on the Subject Property. Grantee shall take reasonable precautions to prevent pollution or deterioration of lands or waters which may result from the exercise of the privileges granted pursuant to this Agreement. Grantee shall comply with applicable industry standards and practices in constructing, operating and maintaining the Improvements.

8. **Treasure-trove and Articles of Antiquity.** It is hereby understood and agreed that all treasure-trove, all articles of antiquity, and critical paleontological resources in or upon the Subject Property are and shall remain the property of the State of Utah. Grantee further agrees to cease all activity on the Subject Property and immediately notify Grantor if any discovery of human remains or a "site" or "specimen," as defined in Section 9-8-302 or 63-73-1 Utah Code Annotated (1953), as amended, is made on the Subject Property, and continue to cease all construction or maintenance therein until such time as the human remains, "site" or "specimen" in question has been treated to the satisfaction of the Grantor.

9. **Non-Exclusive Right.** The right granted herein is non-exclusive and Grantor reserves the right to issue other non-exclusive licenses, easements, leases, or permits on or across the Subject Property where such uses are appropriate and compatible with the unimpeded operation and maintenance of the Improvements, or to dispose of the property by sale or exchange subject to this Agreement.

10. **Insurance.** Grantee shall carry liability insurance covering bodily injury, loss of life or property damage arising out of or in any way related to Grantee's activities on the Subject Property. Grantee shall be self insured for claims under \$200,000.00 and carry a policy for other claims with limits of no less than \$1,000,000.00 for one person in any one occurrence and an aggregate amount of \$2,000,000.00 for two or more persons in any one occurrence. The insurance may be in the form of blanket liability coverage so long as such blanket policy does

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not act to reduce the limits or diminish the coverage required hereunder. Grantee's liability or the coverage limits required by this Agreement shall not be reduced by any insurance held by Grantor, or any of the lessees, permittees or assigns thereof.

11. **Negligent Acts.** Grantor and Grantee shall each be responsible for its own negligent acts which it commits or which are committed by its agents, officials or employees. Nothing in this Agreement limits, restricts or waives any of the Governmental Immunity Act provisions as they may apply to Grantor or Grantee.

12. **Termination for Noncompliance.** In the event of a default or breach of any of the terms of this Agreement by the parties, the non-defaulting party shall provide the defaulting party with written notice of the default and shall provide the non-defaulting party with thirty (30) days from the date of the notice to remedy the default or such time as is reasonably required to remedy the default. In the event the Grantee does not remedy the default in the 30-day time period set forth in the written notice, or such longer time as granted in Grantor's sole discretion, Grantor may terminate this Agreement. Such termination shall be effective upon Grantor's giving written notice. Upon receipt of such notice, Grantee shall immediately surrender possession of the Subject Property to Grantor and all improvements on the Subject Property shall, at Grantor's discretion, be forfeited and become the property of Grantor. In addition, the parties may exercise any other right or remedy they may have at law or equity.

13. **Notice.** Any notice contemplated herein to be served upon Grantee shall be in writing and shall be deemed sufficient if deposited in the United States mail, postage prepaid and certified or registered, to the address heretofore set forth. Grantee represents that it has notified other interest holders in the area surrounding the Easement, as set forth in **Exhibit D** attached hereto, of Grantee's rights and plans hereunder. Grantee represents that the location and construction of the Improvements will not unreasonably interfere with or cause damage to such other existing users.

14. **Liens.** Grantee shall not suffer or permit to be enforced against the Subject Property or any part thereof, and shall indemnify and hold Grantor harmless for, from, and against (i) any mechanics', materialman's, contractor's, or subcontractor's liens arising from; and (ii) any claim for damage growing out of the work of, any construction, repair, restoration, replacement, or improvement done by or on behalf of Grantee on the Subject Property. Grantee shall pay or cause to be paid all of such liens, claims, or demands before any action is brought to enforce the same against the Subject Property. If Grantee shall in good faith contest the validity of any such lien, claim, or demand, then Grantee shall, at its expense, defend itself and Grantor and any of the lessees and assigns thereof against the same and shall pay and satisfy any adverse judgment that may be rendered thereon prior to execution thereof and in the event of any such contest Grantee shall at the request of Grantor provide such security and take such steps as may be required by law to release the Subject Property from the effect of such lien.

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15. **Fire Prevention.** Grantee shall at all times observe reasonable precautions to prevent fire on the Subject Property and shall comply with all applicable laws and regulations of any governmental agency having jurisdiction. In the event of a fire on the Subject Property proximately caused by Grantee which necessitates suppression action that incurs cost, Grantee shall pay for such costs.

16. **Utah Law Applies, Successors and Assigns.** This Agreement shall be interpreted and governed by the laws of the State of Utah and the provisions hereof shall inure to and be binding upon the successors and assigns of each party.

17. **No Warranty of Title.** Grantor does not warrant to Grantee the validity of title to the Subject Property. Grantee shall have no claim for damages or refund against Grantor for any claimed failure or deficiency of Grantor's title to said lands or for interference by any third party.

18. **Right to Inspect.** Grantor reserves the right to inspect the Subject Property at any time and recall Grantee for correction of any violations of stipulations contained herein. If Grantee fails to correct such violations within a reasonable time Grantor may, after thirty (30) days written notice, re-enter and terminate this Agreement.

19. **Covenant Running with the Land.** The grant and other provisions of this Agreement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns, all of which persons may enforce any obligation created by this Agreement.

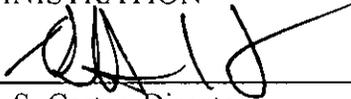
20. **No Waiver.** No waiver of conditions by Grantor of any default of Grantee or failure of Grantor to timely enforce any provisions of this Agreement shall constitute a waiver of or constitute a bar to subsequent enforcement of the same or other provisions of this Agreement. No provision in this Agreement shall be construed to prevent Grantor from exercising any legal or equitable remedy it may otherwise have.

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IN WITNESS WHEREOF, the parties have entered into this Agreement.

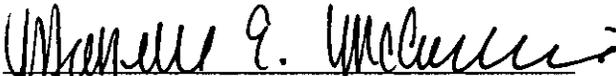
GRANTOR: STATE OF UTAH, SCHOOL AND
INSTITUTIONAL TRUST LANDS
ADMINISTRATION

By: 
Kevin S. Carter, Director

GRANTEE: CITY OF SARATOGA SPRINGS

By: 
Its: City Manager

APPROVED AS TO FORM
JOHN E. SWALLOW
ATTORNEY GENERAL

BY: 
Special Assistant Attorney General

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STATE OF UTAH)
 : §
COUNTY OF SALT LAKE)

On the 7 day of August, 2013, personally appeared before me Kevin S. Carter, who being duly sworn did say that he is the Director of the Utah School and Institutional Trust Lands Administration, and authorized to execute the above instrument.

Nannette Johnson
My commission expires: 8-9-15



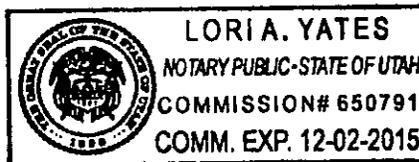
Notary Public, residing at: S.L.Co.

STATE OF UTAH)
 : §
COUNTY OF UTAH)

On the 11 day of July, 2013, personally appeared before me Mark Christensen, who being duly sworn did say that s/he is the City Manager of the City of Saratoga Springs, and authorized to execute the above instrument.

Loria Yates
My commission expires: 12.2.2015

Notary Public, residing at: Utah



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Exhibit A
Legal Description of Subject Property

Berm/Cutoff Channel

A parcel of land situate in the West Half of Section 11, Township 6 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey. The boundaries of said parcel of land are described as follows:

Beginning at a point along section line which is 389.17 feet South 89°39'49" East from said Northwest corner of Section 11; and running thence South 89°39'49" East 51.00 feet along said section line; thence South 11°41'22" West 79.54 feet; thence South 00°04'39" East 105.58 feet; thence South 14°14'12" East 49.12 feet; thence South 04°15'15" East 83.75 feet; thence South 13°30'53" West 67.48 feet; thence South 18°59'02" West 61.38 feet; thence South 18°30'38" West 133.93 feet; thence South 20°22'28" East 139.44 feet; thence South 19°40'13" East 141.73 feet; thence South 10°59'00" East 39.84 feet; thence South 37°33'57" East 33.52 feet; thence South 10°27'53" East 107.26 feet; thence South 42°32'11" East 39.29 feet; thence South 04°07'44" East 122.08 feet; thence South 22°42'34" West 147.89 feet; thence South 02°56'02" East 232.82 feet; thence South 04°32'50" West 183.30 feet; thence South 03°16'16" East 122.93 feet; thence South 08°19'46" West 116.69 feet; thence South 03°51'20" West 185.04 feet; thence South 11°33'37" East 96.09 feet; thence South 15°21'08" East 78.18 feet; thence South 15°50'10" East 107.91 feet; thence South 07°02'52" East 50.90 feet; thence South 19°11'21" East 91.63 feet; thence South 07°22'16" East 139.31 feet; thence South 17°16'22" East 50.43 feet; thence South 15°18'14" East 147.85 feet; thence South 74°41'46" West 45.000 feet; thence North 15°18'14" West 147.853 feet; thence North 17°22'58" West 52.36 feet; thence North 07°22'16" West 138.98 feet; thence North 19°11'21" West 91.76 feet; thence North 07°02'52" West 52.23 feet; thence North 15°50'10" West 104.54 feet; thence North 15°20'49" West 79.41 feet; thence North 11°35'05" West 104.59 feet; thence North 03°52'35" East 192.16 feet; thence North 08°19'46" East 114.24 feet; thence North 03°16'16" West 121.43 feet; thence North 04°32'50" East 183.28 feet; thence North 02°55'14" West 240.34 feet; thence North 22°42'34" East 147.31 feet; thence North 04°07'44" West 56.07 feet; thence North 72°55'58" West 49.90 feet; thence North 04°35'22" West 94.09 feet; thence North 10°46'02" West 66.66 feet; thence North 10°59'00" West 72.64 feet; thence North 19°40'13" West 136.41 feet; thence North 23°08'35" West 173.51 feet; thence North 06°10'03" East 68.36 feet; thence North 40°26'55" East 82.293 feet; thence North 18°59'02" East 61.21 feet; thence North 13°30'53" East 57.27 feet; thence North 04°15'15" West 71.57 feet; thence North 14°14'12" West 52.04 feet; thence North 02°20'28" East 57.70 feet; thence North 02°28'01" West 57.27 feet; thence North 11°41'22" East 75.71 feet to the point of beginning.

The above described parcel of land contains 146,268 sq. ft. or 3.358 acres.

Existing Drainage Channels

A parcel of land situate in the West Half of Section 11, Township 6 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey. The boundaries of said parcel of land are described as follows:

Beginning at a point on section line which is 349.62 feet South 89°39'49" East from said Northwest corner of Section 11; and running thence South 89°39'49" East 39.56 feet along said section line;

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thence South 11°41'22" West 75.71 feet; thence South 02°28'01" East 57.27 feet; thence South 02°20'28" West 57.70 feet; thence South 14°14'12" East 52.04 feet; thence South 04°15'15" East 71.57 feet; thence South 13°30'53" West 57.27 feet; thence South 18°59'02" West 61.21 feet; thence South 40°26'55" West 82.29 feet; thence South 06°10'03" West 68.36 feet; thence South 23°08'35" East 17.74 feet; thence South 23°13'37" West 73.15 feet; thence South 42°17'06" West 90.66 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 641.97 foot radius curve to the left 121.54 feet (central angle equals 10°50'50" and long chord bears South 18°48'38" West 121.36 feet); thence South 16°18'35" West 66.93 feet; thence South 40°25'14" West 67.62 feet; thence South 26°22'50" West 223.54 feet; thence South 15°00'08" West 42.82 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 386.95 foot radius curve to the right 98.07 feet (central angle equals 14°31'14" and long chord bears South 05°44'04" West 97.80 feet) to the west line of the grantors property; thence North 00°18'21" East 188.68 feet along said west line; thence North 26°22'50" East 192.49 feet; thence North 40°25'14" East 64.00 feet; thence North 16°18'35" East 57.38 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 681.97 foot radius curve to the right 134.52 feet (central angle equals 11°18'07" and long chord bears North 19°07'30" East 134.31 feet); thence North 42°17'06" East 90.20 feet; thence North 23°13'37" East 134.34 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 187.31 foot radius curve to the left 79.76 feet (central angle equals 24°23'50" and long chord bears North 17°26'19" East 79.16 feet); thence North 17°02'01" East 100.03 feet; thence North 04°26'25" East 76.70 feet to a point of non-tangent curvature; thence northwesterly along the arc of a 403.69 foot radius curve to the left 69.30 feet (central angle equals 09°50'06" and chord bears North 12°57' 31" West 69.21 feet) to a point of reverse curvature; thence northwesterly along the arc of a 241.37 foot radius curve to the right 83.84 feet (central angle equals 19°54'08" and long chord bears North 09°47'01" West 83.42 feet); thence South 47°05'23" West 94.56 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 218.24 foot radius curve to the left 115.15 feet (central angle equals 30°13'55" and long chord South 31°09'56" West 113.82 feet); thence South 18°38'30" West 13.72 feet to a point of non-tangent curvature; thence southeasterly along the arc of a 90.93 foot radius curve the right 52.97 feet (central angle equals 33°22'43" and long chord bears South 29°15'13 East 52.23 feet); thence South 09°33'45" East 76.30 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 252.04 foot radius curve to the right 69.62 feet (central angle equals 15°49'38" and long chord bears South 13°47'11" West 69.40 feet); thence South 10°01'05" West 162.84 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 587.93 foot radius curve to the right 127.27 feet (central angle equals 12°24'10" and long chord bears South 21°28'36" West 127.02 feet); thence South 43°40'42" West 207.50 feet to the west line of the grantors property; thence North 00°18'21" East 58.25 feet along said west line; thence North 43°40'42" East 159.44 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 547.93 foot radius curve to the left 111.28 feet (central angle equals 11°38'11" and long chord bears North 21°16'55" East 111.09 feet); thence North 10°01'05" East 165.24 feet to a point of non-tangent curvature; thence northeasterly along the arc of 212.04 foot radius curve to the left 57.30 feet (central angle equals 15°28'58" and long chord bears North 15°01'01" East 57.12 feet) thence North 09°33'45" West 69.44 feet to a point of non-tangent curvature; thence northwesterly along the arc of a 50.93 foot radius curve to the left 18.19 feet (central angle equals 20°28'04" and long chord bears North 23°48'28" West 18.10 feet) to a point of compound curvature; thence southwesterly along the arc of a 161.77 foot radius curve to the left 77.40 feet (central angle equals 27°31'08" and

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long chord bears South 46°38'16" West 76.95 feet); thence South 19°36'22" West 173.06 feet; thence South 02°29'36" West 26.56 feet; thence North 87°30'24" West 40.00 feet; thence North 02°29'36" East 32.58 feet; thence North 19°36'22" East 183.47 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 201.77 foot radius curve to the right 98.77 feet (central angle equals 28°02'54" and long chord bears North 45°30'32" East 97.79 feet; thence North 18°38'30" East 30.12 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 258.24 foot radius curve to the right 135.07 feet (central angle equals 30°05'16" and long chord bears North 31°18'10" East 134.06 feet; thence North 47°05'23" East 120.16 feet; thence North 40°14'48" East 31.47 feet; thence North 28°14'39" East 28.95 feet to the point of beginning.

The above described parcel of land contains 95,393 sq. ft. or 2.213 acres.

Together with:

A parcel of land situate in the West Half of Section 11, Township 6 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey. The boundaries of said parcel of land are described as follows:

Beginning at a point along section line which is 446.56 feet South 89°39'49" East and 1073.40 SOUTH from said Northwest corner of Section 11; and running feet thence South 72°55'58" East 40.02 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 2907.93 foot radius curve to the right 226.81 feet (central angle equals 04°28'08" and long chord bears South 20°57'58" West 226.75 feet); thence South 14°39'36" East 56.45 feet; thence South 04°50'48" East 127.90 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 1390.57 foot radius curve to the left 191.56 feet (central angle equals 07°53'35" and long chord bears South 10°01'17" West 191.41 feet); thence South 06°50'43" East 202.93 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 808.79 foot radius curve to the left 224.04 feet (central angle equals 15°52'18" and long chord bears South 11°21'24" West 223.33 feet); thence South 04°48'16" East 84.59 feet; thence South 09°47'20" East 197.82 feet; thence South 12°13'38" East 265.00 feet to a point of non-tangent curvature; thence southeasterly along the arc of a 806.48 foot radius curve to the left 232.46 feet (central angle equals 16°30'53" and long chord bears South 23°38'50" East 231.65 feet) to a point of compound curvature; thence southeasterly along the arc of a 984.99 foot radius curve to the left 223.71 feet (central angle equals 13°00'47" and long chord bears South 39°42'27" East 223.23 feet); thence South 18°50'07" East 92.05 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 612.50 foot radius curve to the left 161.09 feet (central angle equals 15°04'09" and long chord bears South 08°46'50" West 160.63 feet); thence South 17°59'20" West 107.06 feet; thence South 52°13'41" West 91.53 feet; thence South 59°08'15" West 176.90 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 422.02 foot radius curve to the left 133.78 feet (central angle equals 18°09'43" and long chord bears South 25°08'44" West 133.22 feet); thence South 36°38'19" West 110.04 feet to a point of non-tangent curvature; thence southwesterly along the arc of a 1417.79 foot radius curve to the right 235.26 feet (central angle equals 09°30'26" and long chord bears South 19°38'58" West 234.99 feet) to a point of reverse curvature; thence southwesterly along the arc of a 407.17 foot radius curve to the left 138.85 feet (central angle equals 19°32'17" and long chord bears South 10°50'22" West 138.18 feet); thence South 05°51'46" East 63.27 feet to a point of non-tangent curvature; thence along the arc of a 63.50 foot radius curve to the right 62.43 feet (central angle equals 56°19'31" and long chord bears South 18°15'45" West 59.94 feet) to a point of reverse curvature; thence southwesterly along the arc of a

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516.74 foot radius curve to the left 94.95 feet (central angle equals $10^{\circ}31'41''$ and long chord bears South $58^{\circ}46'05''$ West 94.82 feet); thence South $57^{\circ}35'45''$ West 125.74 feet; thence South $71^{\circ}09'39''$ West 55.18 feet to the west line of the grantors property; thence North $00^{\circ}18'21''$ East 42.34 feet along said west line; thence North $71^{\circ}09'39''$ East 36.54 feet; thence North $57^{\circ}35'45''$ East 119.58 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 556.74 foot radius curve to the right 92.98 feet (central angle equals $09^{\circ}34'08''$ and long chord bears North $58^{\circ}26'17''$ East 92.87 feet) to a point of reverse curvature; thence northeasterly along the arc of a 23.50 foot radius curve to the left 19.55 feet (central angle equals $47^{\circ}40'19''$; and long chord bears North $11^{\circ}20'04''$ East 19.00 feet); thence North $05^{\circ}51'46''$ West 67.39 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 447.170 foot radius curve to the right 156.33 feet (central angle equals $20^{\circ}01'51''$ and long chord bears North $10^{\circ}46'05''$ East 155.54) feet to a point of reverse curvature; thence northeasterly along the arc of a 1377.79 foot radius curve to the left 237.54 feet (central angle equals $09^{\circ}52'41''$ and long chord bears North $19^{\circ}31'03''$ East 237.24 feet); thence North $36^{\circ}38'29''$ East 110.69 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 462.02 foot radius curve to the right 146.44 feet (central angle equals $18^{\circ}09'36''$ and long chord bears North $26^{\circ}03'53''$ East 145.83 feet); thence North $50^{\circ}13'03''$ East 75.18 feet; thence North $55^{\circ}51'23''$ East 91.83 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 197.02 foot radius curve to the left 101.82 feet (central angle equals $29^{\circ}36'33''$ and long chord bears North $32^{\circ}48'05''$ East 100.69 feet) to a point of compound curvature; thence northwesterly along the arc of a 135.02 foot radius curve to the left 74.58 feet (central angle equals $31^{\circ}38'58''$ and long chord bears North $19^{\circ}44'19''$ West 73.64 feet); thence North $39^{\circ}57'16''$ West 109.39 feet; thence North $50^{\circ}07'50''$ West 132.76 feet to a point of non-tangent curvature; thence northwesterly along the arc of a 1485.18 foot radius curve to the right 185.46 feet (central angle equals $07^{\circ}09'17''$ and long chord bears North $10^{\circ}45'24''$ West 185.34 feet); thence North $26^{\circ}32'31''$ West 291.74 feet to a point of non-tangent curvature; thence northwesterly along the arc of a 1822.81 foot radius curve to the right 224.11 feet (central angle equals $07^{\circ}02'40''$ and long chord bears North $33^{\circ}59'15''$ West 223.97 feet); thence North $42^{\circ}27'44''$ West 69.20 feet to a point of non-tangent curvature; thence northwesterly along the arc of a 1617.87 foot radius curve to the right 153.45 feet (central angle equals $05^{\circ}26'03''$ and long chord bears North $27^{\circ}06'59''$ West 153.39 feet); thence North $21^{\circ}47'50''$ West 62.67 feet to the west line of the grantors property; thence North $00^{\circ}18'21''$ East 91.62 feet along said west line; thence South $26^{\circ}56'40''$ East 61.60 feet; thence South $21^{\circ}47'50''$ East 85.29 feet; thence southeasterly along the arc of a 1577.87 foot radius curve to the left 144.35 feet (central angle equals $05^{\circ}14'30''$ and long chord bears South $27^{\circ}03'10''$ East 144.30 feet); thence South $42^{\circ}27'44''$ East 68.97 feet to a point of non-tangent curvature; thence southeasterly along the arc of a 1782.81 foot radius curve to the left 227.20 feet (central angle equals $07^{\circ}18'06''$ and long chord bears South $33^{\circ}58'54''$ East 227.04 feet); thence South $26^{\circ}32'31''$ East 302.47 feet to a point of non-tangent curvature; thence southeasterly along the arc of a 1445.18 foot radius curve to the left 174.40 feet (central angle equals $06^{\circ}54'52''$ and long chord bears South $10^{\circ}22'04''$ East 174.30 feet); thence South $50^{\circ}07'50''$ East 123.30 feet; thence South $39^{\circ}57'16''$ East 114.39 feet to a point of non-tangent curvature; thence southeasterly along the arc of a 175.02 foot radius curve to the right 112.88 feet (central angle equals $36^{\circ}57'15''$ and long chord bears South $17^{\circ}37'15''$ East 110.94 feet); thence North $17^{\circ}59'20''$ East 57.25 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 652.50 foot radius curve to the right 152.79 feet (central angle equals $13^{\circ}24'58''$ and long chord bears North $08^{\circ}28'43''$ East 152.44 feet); thence North $18^{\circ}50'07''$ West 69.96 feet to a point of non-tangent

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curvature; thence northwesterly along the arc of a 1024.99 foot radius curve to the right 223.41 feet (central angle equals $12^{\circ}29'19''$ and long chord bears North $39^{\circ}25'12''$ West 222.97 feet) a point of compound curvature; thence northwesterly along the arc of a 846.48 foot radius curve to the right 245.56 feet (central angle equals $16^{\circ}37'16''$ and long chord bears North $23^{\circ}37'29''$ West 244.70 feet); thence North $12^{\circ}13'38''$ West 266.94 feet; thence North $09^{\circ}47'20''$ West 200.41 feet; thence North $04^{\circ}48'16''$ West 89.18 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 848.79 foot radius curve to the right 228.64 feet (central angle equals $15^{\circ}26'03''$ and long chord bears North $10^{\circ}56'30''$ East 227.95 feet); thence North $06^{\circ}50'43''$ West 198.26 feet; thence northeasterly along the arc of a 1430.57 foot radius curve to the right 194.96 feet (central angle equals $07^{\circ}48'30''$ and long chord bears North $09^{\circ}47'47''$ East 194.96 feet); thence North $04^{\circ}50'48''$ West 117.89 feet; thence North $14^{\circ}39'36''$ West 66.79 feet to a point of non-tangent curvature; thence northeasterly along the arc of a 2867.93 foot radius curve to the right 236.20 feet (central angle equals $04^{\circ}43'08''$ and long chord bears North $21^{\circ}06'52''$ East 236.13 feet) to the point of beginning.

The above described parcel of land contains 205,775 sq. ft. or 4.724 acres.

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Exhibit D
 Holders of Other Interests

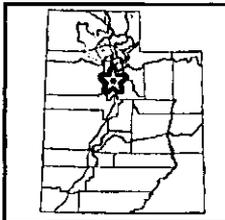
<u>Contract</u>	<u>Interest</u>	<u>Holder</u>
GP 22121	Grazing Permit	Zale Vacher P.O. Box 265 Goshen, UT 84633
ML 46841	Clay Mineral Lease	PABCO Building Products, LLC 9780 South 5200 West West Jordan, UT 84088
UTU-115794	Power Line Easement (issued by BLM)	Pacifcorp BDA Rocky Mountain Power Right of Way Services 1407 W. North Temple, Suite 110 Salt Lake City, UT 84116

Exhibit B
Depiction of Subject Property

ESMT 1819 - Berm / Cutoff & Existing Drainage Channels
Part of the W 1/2 of Section 11, T 06 S, R 01 W; Utah County, Utah



- Berm / Cutoff Channel
- Bureau of Land Management
- Existing Drainage Channel
- State Trust Lands



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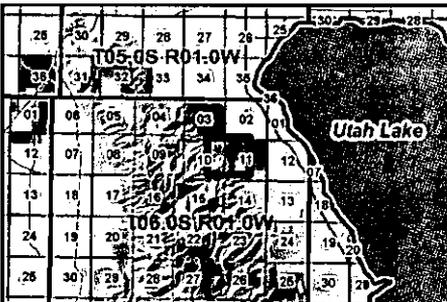


Exhibit C
Location of Construction Easement Property
(shown as "Construction and Access Easement")

