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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UNIVERSITY OF UTAH
304 PARK BLDG
SLC UT 84112
BY: ZJM, DEPUTY - WI 14 P.

WHEN RECORDED, MAIL TO:
University of Utah
201 S. Presidents Circle, Room 203
Salt Lake City, UT 84112

8215414

CONSERVATION EASEMENT

This GRANT OF CONSERVATION EASEMENT (this "**Easement**") is made and entered into as of the 18th day of April, 2002, between the University of Utah, a body politic and corporate of the State of Utah having an address of 201 S. Presidents Circle, Room 203, Salt Lake City, UT 84112 ("**Grantor**"), and The Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation having an address of 1790 S. 1100 E. #3, Salt Lake City, UT 84105 ("**Grantee**").

WITNESSETH:

WHEREAS, Grantor is the owner of certain parcels of land more particularly described on Exhibit A attached hereto (the "**Property**");

WHEREAS, the Property possesses significant research, nature study, natural, scenic, open space, wildlife, habitat, ecological, recreation, and historic values (collectively, the "**Conservation Values**");

WHEREAS, Grantor is an institution of higher education and a body politic and corporate under the laws of the State of Utah, and Grantor has determined that the preservation and maintenance of the Property in a predominantly natural and open condition is consistent with and beneficial to the fulfillment of its institutional mission;

WHEREAS, Grantor intends to preserve and maintain the Property in a predominantly natural and open condition, with such other uses and conditions as permitted herein; and

WHEREAS, Grantee is a community-supported, tax-exempt, non-profit organization formed to preserve, protect and enhance, natural areas, agricultural lands, historic sites, ecological lands, open land and areas important to the protection and management of water resources, and is capable of carrying out the responsibilities created for it as identified in this Easement;

NOW, THEREFORE, in consideration of the recitals as set forth above and the covenants, terms, conditions and restrictions contained herein, which the parties hereby agree constitute adequate consideration for this Easement, and pursuant to the laws of the State of Utah and in particular Utah Code Sections 57-18-1--7, Grantor hereby irrevocably grants and conveys to Grantee and its successors in interest a perpetual conservation easement over and across all of the Property subject to and in accordance with the terms contained herein. This Easement shall forever bind Grantor and Grantor's successors in interest regarding ownership and use of the Property, as well as Grantee and any qualified successor of Grantee as identified in Section 10

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below. This Easement and all rights granted hereunder are subject and subordinate to all restrictions, covenants, easements, liens and other encumbrances (whether or not of record) existing on the date this Easement is recorded.

1. Purposes. The purpose of this Easement is to preserve and maintain the Property in a predominantly natural and open condition in perpetuity, by preventing any Prohibited Uses (as defined below) on the Property. All uses of the Property other than Prohibited Uses shall be as determined and permitted by Grantor in Grantor's discretion. It is presently intended that uses of the Property permitted by Grantor may include, without limitation, nature studies, research, education and other environmentally-related activities, and certain non-motorized recreational activities to the extent they do not unreasonably interfere with the environmentally-related activities. It is not the intent of the parties, and nothing contained in this Easement shall be deemed or construed, to prohibit uses of the Property other than the Prohibited Uses or to require that Grantor permit any specific uses of the Property.

2. Rights of Grantee. To accomplish the purposes of this Easement, the following rights are granted to Grantee:

(a) to enter upon the Property at reasonable times and in a reasonable manner to inspect the condition and use of the Property;

(b) to enjoin any Prohibited Uses; and

(c) subject to the terms of the Management Plan (as defined below), to place signs on the Property and to otherwise inform visitors of this Easement.

3. Administration of the Property. The Property shall be administered as follows:

(a) Grantor shall adopt a plan for the administration, management and use of the Property (the "**Management Plan**"), which shall be consistent with the fulfillment of the purposes of this Easement for the Property as stated in Section 1 above and which shall reflect Grantor's determination of the appropriate extent and manner of supporting the Conservation Values. Grantor and Grantee acknowledge that certain activities permitted under the Management Plan may be in furtherance of one or more Conservation Values but detrimental to one or more other Conservation Values. Grantor shall determine the appropriate balance of the support of the Conservation Values from time to time.

(b) Grantor may amend the Management Plan at any time as it determines appropriate.

(c) Grantor shall provide Grantee with at least 20 days prior written notice of Grantor's intent to adopt the initial Management Plan and of Grantor's intent to amend the Management Plan. Grantor shall include with such notice the proposed Management Plan or the proposed amendment, as the case may be.

4. Permitted Uses. Subject to and in accordance with the Management Plan, and subject to Section 6 below, permitted uses of the Property shall be as determined by

Grantor. Without limiting the generality of the foregoing, Grantor may, to the extent determined appropriate by Grantor:

(a) permit access to the Property for purposes which include, but are not limited to:

(i) nature study, photography, environmental, scientific and cultural resource research, and historical data gathering;

(ii) non-motorized recreational uses, including but not limited to hiking, running, and bicycle riding on trails permitted by Grantor; and

(iii) as otherwise provided under the Management Plan;

(b) construct, maintain and re-locate trails in any form for non-motorized use, for use both within the Property and between the Property and adjoining public property; provided, however, that Grantor may close, prevent access to or re-landscape any trail that Grantor determines is causing erosion, deleterious effects on fauna or flora, or is otherwise inconsistent with the purposes of this Easement as stated in Section 1 above or the Management Plan;

(c) make park-like and recreationally-related improvements;

(d) engage in activities involved in the improvement of the natural habitat through sound ecosystem management; provided, however, that landscaping involving non-native plants and trees is permitted in connection with construction of trails and other recreational facilities, so long as such plants and trees are non-invasive;

(e) use pesticides, herbicides, insecticides, fertilizers or other soil, flora or fauna additives provided they are used, applied and disposed of in accordance with applicable federal, state and local laws, not applied to flora, fauna or ground surface near any body of water, and not used in a manner which would cause deterioration of surface or ground water quality;

(f) construct fences on and through the Property;

(g) allow the operation, maintenance, repair and replacement of all existing utilities located on the Property;

(h) allow the construction, operation, maintenance, repair and replacement of water storage tanks and related facilities to serve the direct needs of Grantor only; and

(i) landscape to prevent erosion or damage to the Property, or significant detriment to existing or permitted uses, provided that such landscaping is generally consistent with preserving the natural condition of the Property.

The foregoing constitutes a non-exclusive list of uses that are consistent with the Easement granted herein. Grantor may permit other uses, provided that each such use is effectuated in a manner that is consistent with this Easement and the Management Plan, as determined by Grantor, and provided that such use is not a Prohibited Use. Notwithstanding the fact that any use is listed above, Grantor shall not be obligated to allow such use.

5. Reserved Rights. Grantee acknowledges that certain rights have been reserved under instruments pursuant to which Grantor acquired certain parcels of the Property by the grantors thereunder, including those certain rights reserved by the United States of America and its successors and assigns under Patent Number 1234214 dated November 20, 1963 and recorded March 25, 1966 as Entry No. 2148304 in Book 2442 at Page 567 of the records of the Salt Lake County Recorder's Office and under Patent Number 43-69-0012 dated October 18, 1968 and recorded November 19, 1968 as Entry No. 2267675 in Book 2708 at Page 515 of the records of the Salt Lake County Recorder's Office, copies of which documents are attached to the Baseline Documentation, and nothing herein shall be deemed to a restriction on the exercise of any such rights.

6. Prohibited Uses. To accomplish, safeguard, and promote the purposes of the Easement set forth in Section 1, and to support the Conservation Values of the Property, Grantor hereby declares and covenants that, except as otherwise expressly permitted under Section 4 or Section 5, the following activities ("**Prohibited Uses**") are prohibited in perpetuity on the Property:

(a) development, division, subdivision or defacto subdivision (through long term leasing or otherwise) of the Property for any type of residential or commercial use;

(b) construction of buildings, residences, parking lots or any other structures or improvements;

(c) construction of additional telephone, cable television, electric, gas, water, sewer or other utility lines in, under or upon the Property, except for underground utility lines;

(d) quarrying, mining, excavation, depositing, or removing of rocks, gravel, minerals, sand, or other similar materials from the Property;

(e) exploration, drilling for or production of oil, gas, or other hydrocarbons;

(f) construction of any new roads, except as necessary for maintenance of, or permitted construction on, the Property or Grantor's adjoining property or facilities located thereon;

(g) mining or removal of groundwater for use off of the Property including, but not limited to the sale, removal or transfer of water rights and shares for use off of the Property except that Grantor may mine or remove groundwater from the Property for Grantor's own use and install and operate such improvements as may be reasonable and necessary in connection therewith;

(h) the unlawful storage or unlawful release of any hazardous materials or substances (as defined under any federal or state law);

(i) placement, erection, or maintenance of signs, billboards, or outdoor advertising structures on the Property except for a reasonable number of signs (i) to state the name of the Property, or any portion thereof, and the purpose for which the Property is preserved, (ii) to post the Property with appropriate recreation, hunting and trespassing restrictions, (iii) for educational, research and interpretive purposes and (iv) pursuant to Section 2(c) above;

(j) hunting or trapping animals, except for the removal of diseased or problem animals or in connection with research;

(k) any industrial use of or activity on the Property;

(l) any use or activity that causes or is likely to cause significant soil degradation or erosion, significant damage to existing natural vegetation or significant depletion or pollution of any surface or subsurface waters;

(m) the draining, filling, dredging, or diking of any wetland areas;

(n) the introduction or release of nonnative animal species;

(o) the use, exercise, or transfer of development rights on or to the Property, or any portion thereof;

(p) use of snowmobiles, all-terrain vehicles, motorcycles or other motorized vehicles, except in connection with the maintenance or permitted construction of facilities either on the Property or on adjoining property owned by Grantor;

(q) the keeping or storage of any automobiles, trucks, campers, travel trailers, motor homes, boats, heavy equipment, or other type of machinery, except maintenance vehicles used by Grantor in connection with the maintenance of facilities owned by Grantor either on the Property or on adjoining property owned by Grantor; and

(r) except in connection with landscaping or erosion control purposes otherwise permitted hereunder, changing the topography of the Property, including without limitation by excavation, leveling, grading, terracing or depositing landfill or other material.

Notwithstanding any provision to the contrary herein, in no event shall Prohibited Uses include any preexisting use, condition, or improvement (i.e., any use, condition, or improvement existing or operating on the Property on or prior to the date of this Easement), or the maintenance, repair, or replacement of same.

7. Documentation of Use and Condition of the Property. To establish the current condition of the Property, so as to make possible the proper monitoring of future uses of the Property and to ensure compliance with the terms of the Easement, the parties hereto have prepared an inventory of the Property's relevant resources, features and conditions, including all covenants, easements, liens and other encumbrances affecting the Property (the "**Baseline Documentation**"). With the approval of Grantor, such approval not to be unreasonably withheld, Grantee may update the Baseline Documentation from time to time in connection with the amendment of the Management Plan; provided, however, that no such update shall be deemed to allow any Prohibited Uses on the Property. The Baseline Documentation, together with all updates thereto, is incorporated herein in its entirety by this reference. Grantor has delivered to Grantee a signed copy of the Baseline Documentation, and Grantor shall deliver to Grantee a signed copy of each update thereto. Grantee shall maintain on file at the office of Grantee all such copies.

The parties expressly agree that the initial Baseline Documentation is an accurate representation of the Property as of the date hereof. Notwithstanding the foregoing, if a controversy arises with respect to the nature and/or extent of the historical, and/or present use and/or physical condition of the Property at the time of the signing of this instrument, the parties shall not be foreclosed from utilizing all relevant or material documents, surveys, reports, and other evidence to assist in the resolution of the controversy.

It is understood and agreed that Grantor makes no representation or warranty as to the current condition of the Property.

8. Enforcement of Easement.

(a) If Grantee determines that Grantor or any other person is in violation of the terms of this Easement, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and where this violation has injured the Property because of a use or activity inconsistent with this Easement, to restore the Property to the extent possible to the condition of the Property before the violation occurred.

(b) Any violation of the Easement shall be subject to injunctive proceedings brought by Grantee with the imposition of temporary restraining orders or through any other legal means. The parties recognize that monetary damages and/or other non-injunctive relief are not an adequate remedy of violations of the covenants and restrictions of this Easement, and will not return the Property to the condition which existed at the time prior to any such violations.

(c) In the event that any action or court proceeding is brought by a party to enforce the terms of or obligations under this Easement, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

(d) The parties agree that (i) any interpretation of the rights of or restrictions on Grantor hereunder and (ii) any determination by Grantor pursuant hereto shall be made in Grantor's sole discretion and shall be binding upon the parties, provided such interpretation or determination is made in good faith and is not manifestly unreasonable.

(e) The parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for actions to seek temporary restraining orders or injunctions related to the purposes of this Agreement, the parties agree to use the following alternative dispute procedure as their initial remedy with respect to any controversy or claim arising out of or relating to this Agreement or its breach.

(i) At the written request of a party, each party will appoint at least one knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Easement. The location, format, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement between the parties, the representatives may utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. Discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as confidential information developed for the purposes of settlement, exempt from discovery and production, which shall not be admissible in any lawsuit without the concurrence of both parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise admissible, be admitted in evidence in the arbitration or lawsuit.

(ii) Each party shall bear its own cost of these procedures. A party seeking discovery shall reimburse to the responding party the costs of production of documents (to including search time and reproduction costs). The parties shall equally split the fees of any mediation.

(iii) In the event that the parties are unable to resolve a dispute arising under this Easement pursuant to subsection (i) above, each party may exercise its legal rights hereunder in accordance with the terms hereof.

(f) Failure by any party to exercise its rights under this instrument in the event of any breach shall not be deemed or construed to be a waiver of the party's rights hereunder as to any subsequent breach.

(g) No third parties are intended to be beneficiaries of, and no third parties shall be entitled to enforce, this Easement.

9. Payment of Costs, Taxes or Assessments. Grantee shall have no responsibility for any costs and liabilities of operation, upkeep and maintenance of the Property. In addition, Grantor shall pay all real estate taxes or assessments levied by competent authorities upon the Property, and Grantee shall have no obligation or responsibility for payment of taxes or assessments levied upon any of the Property. All obligations of Grantor under this Agreement, if more than one person or entity is the successor or assign of Grantor, shall be jointly and severally binding on each such person or entity.

10. Transfer of Easement.

(a) If Grantee determines that it no longer is able to perform its obligations or enforce its rights under this Easement, or that it no longer desires to enforce such rights, or is otherwise prevented from enforcing its rights under this Easement, or if Grantee no longer qualifies as a "qualified organization" under Section 170(h) of the Internal Revenue Code (the "**Code**") or a comparable provision in any subsequent revision of the Code, Grantee shall so notify Grantor. As soon as practical thereafter, Grantor shall notify Grantee of a Substitute Grantee (as defined in subsection (d) below) desired by Grantor and Grantee shall promptly assign all its rights under this Easement to the Substitute Grantee. Except as provided in this subsection (a), Grantee may not assign its rights under this Easement to any other party.

(b) If Grantor desires to change Grantee, Grantor shall notify Grantee of a Substitute Grantee desired by Grantor. Grantee, as soon as practical but in any event no later than 60 days after such notice, shall assign all its rights under this Easement to the Substitute Grantee.

(c) If Grantee ceases to exist, Grantor agrees that Grantee shall automatically be The Nature Conservancy, a District of Columbia non-profit corporation ("**TNC**"), effective 90 days after TNC receives notice, until such time as Grantor shall notify TNC that Grantor and a Substitute Grantee have entered into an amendment to this Easement providing for such Substitute Grantee to be Grantee hereunder.

(d) For the purposes of this Easement, a "**Substitute Grantee**" shall be a bona fide organization that meets all of the following qualifications:

(i) it is an eligible donee under Section 170(h) of the Code (or the comparable provision in any subsequent revision of the Code) and regulations promulgated thereunder;

(ii) it is not a part or division or affiliate of Grantor;

(iii) it has been in existence for more than five years;

(iv) it has as its primary purpose the protection and preservation of open space; and

(v) it is the holder of at least three conservation easements from landowners in the State of Utah.

11. Extinguishment of the Easement. Neither party shall voluntarily or willingly allow the extinguishment of any of the restrictions of this Easement, and if any or all of the restrictions of this Easement are nevertheless extinguished by a judicial or other governmental proceeding, any and all compensation received by Grantee as a result of the extinguishment shall be used by Grantee in a manner which benefits the Property and is consistent with the conservation purposes of this Easement.

12. Condemnation. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law. To receive any compensation, Grantee must appear in any condemnation proceedings. Grantee has no obligation to share any award it may receive with Grantor. Any and all compensation received by Grantee as a result of the condemnation shall be used by Grantee in a manner which benefits the Property and is consistent with the conservation purposes of this Easement.

13. Subsequent Transfers. Grantor shall incorporate the terms of this Easement in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor shall give written notice to Grantee of the transfer of any interest at least 20 days prior to the date of such transfer. The failure of Grantor to perform any act required by this Section shall not impair the validity of this Easement or limit its enforceability in any way.

14. Notices. Any notice, demand, request, consent, approval or communication shall be in writing and served personally or sent by first class mail, postage prepaid, addressed as follows:

Grantee:

Utah Open Lands Conservation Association
1790 S. 1100 E. #3
P.O. Box 680921
Salt Lake City, UT 84105

Grantor:

University of Utah
Office of the President
201 S. Presidents Circle, Room 203
Salt Lake City, UT 84112-9018

with a copy to:

University of Utah
Office of General Counsel
201 S. Presidents Circle, Room 309
Salt Lake City, UT 84112-9018

and/or to such other address as either party from time to time shall designate by written notice to the other.

15. Recordation. Grantor shall record this instrument in timely fashion in the official records of Salt Lake County, Utah. Grantor shall deliver to Grantee a copy of this Easement certified by the Office of the Salt Lake County Recorder.

16. Hold Harmless. The parties understand that Grantor is a governmental entity under the Utah Governmental Immunity Act of the Utah Code, Section 63-30-1 et seq. 1953 (as amended) (the "**Act**"). Subject to the provisions of the Act and the limitations set forth therein, Grantor will hold harmless, indemnify and defend Grantee and its members, directors, trustees, officers, employees, agents and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "**Indemnified Parties**") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with injury to or the death of any person resulting from any negligent act or omission of Grantor or any employee of Grantor. It is not the intent of the parties to incur by contract any liability for the negligent operations, acts, or omissions of the other party. Each of the parties hereto shall be responsible for its own negligent acts and omissions (including the negligent acts and omissions of its employees), and neither party shall have any liability whatsoever for any negligent act or omission of the other party (including such other party's employees). Nothing in this Easement shall be construed as a waiver of any rights or defense otherwise applicable to Grantor under the Act, including the provisions of Section 63-30-34 regarding limitation of judgments.

17. General Provisions.

(a) Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Utah.

(b) Construction. Any general rule of construction to the contrary notwithstanding, but subject to the provisions of Section 8(d) above, this Easement shall be liberally construed in favor of the Easement and to effect the purpose of this Easement and the policy and purpose of Utah Code Sections 57-18-1--7 and related provisions. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation to the contrary.

(c) Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(d) Joint Obligation. The obligations imposed by this Easement upon any owner shall be joint and several.

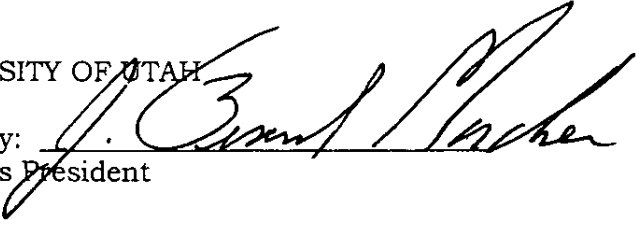
(e) Successors. The covenants, terms, conditions, and restriction of this Agreement and this Easement created hereunder shall be binding upon, and inure to the benefit of, Grantee, subsequent owners of the Property, and their respective personal representatives, heirs, successors and permitted assigns, and shall continue as a servitude running in perpetuity with the Property.

(f) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Grant of Conservation Easement to be duly executed as of the day and year first above written.

Grantor:

UNIVERSITY OF UTAH

By: 
Its President

Grantee:

THE UTAH OPEN LANDS CONSERVATION ASSOCIATION, INC.

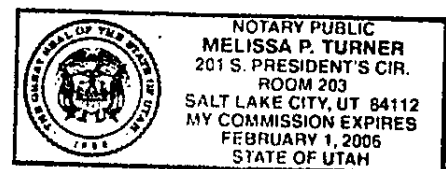
By: 
Its President

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

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by J. Bernard Machen, the President of the University of Utah, a body politic and corporate of the State of Utah.

Melissa P. Turner
Notary Public
Residing at

My Commission Expires: February 1, 2006

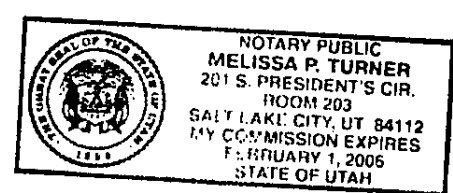


STATE OF UTAH)
)
) :ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18 day of April, 2002, by David Allen, President of The Utah Open Lands Conservation Association, Inc., a Utah non-profit corporation.

Melissa P. Turner
Notary Public
Residing at

My Commission Expires: February 1, 2006



LEGAL DESCRIPTION OF PROPERTY

A parcel of land situated in the NW $\frac{1}{4}$ of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, being more particularly described as follows:

Beginning at a point which is a 3" aluminum monument set in that survey by Knox & Associates, Inc. dated 10/26/00, for the University of Utah, said point is West 4,338.43 feet and North 5,296.44 feet from the existing monument, in a ring and lid, marking the Southeast corner of said Section 3, said point is also on the Salt Lake Base Line; the basis of bearing for this description is North 56°32'36" West 3561.23 feet between the 3/4 inch diameter steel pipe which is the University of Utah control point U-104 and the Forest Service brass cap called USFS-1; thence North 89°56'11" East 2,058.80 feet along said Base Line to the northwesterly boundary line of the BLM Tract 7E, which is being used as the right of way for the Red Butte Canyon Road; thence along said northwesterly right of way line the following two courses and distances: South 44°50'50" West 317.97 feet; South 42°28'44" West 94.54 feet to monument set in said Knox & Associates, Inc. survey; thence North 85°12'46" West 1,604.49 feet to a monument set in said Knox survey; thence North 47°13'33" West 234.08 feet to the point of beginning.

09-34
09-34

A parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 2 and in the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, being more particularly described as follows:

Beginning at a point which is a 3 inch aluminum monument set in that survey by Knox & Associates, Inc. dated 10/26/00, for the University of Utah, said point is East 197.08 feet and North 00°04'57" West 1100.93 feet from the existing monument, in a ring and lid, marking the Southeast corner of said Section 3, said point is also on the northerly line of a Mountain Fuel Supply Company 33 foot wide right of way; the basis of bearing for this description is North 56°32'36" West 3561.23 feet between the 3/4 inch diameter steel pipe which is the University of Utah control point U-104 and the Forest Service brass cap called USFS-1; thence along the northerly and northeasterly right of way line of said Mountain Fuel right of way the following three courses and distances: North 81°02'32" West 105.81 to an aluminum monument; North 52°14'12" West 502.70 feet to an aluminum monument; North 46°56'57" West 1,945.09 feet; thence leaving said right of way line North 09°33'43" West 1,088.00 feet to a fence line; thence along an existing chain link fence the following twelve courses and distances: North 50°37'40" East 35.47 feet; North 10°43'22" West 10.69 feet; North 71°11'54" East 43.74 feet; North 59°29'04" East 29.60 feet; North 49°57'29" East 53.38 feet; North 29°38'31" East 50.82 feet; North 43°03'55" East 41.19 feet; North 48°59'45" East 87.17 feet; North 57°40'51" East 160.15 feet; North 77°54'43" East 31.29 feet; North 83°48'16" East 122.10 feet; North 89°02'35" East 44.88 feet to the westerly boundary line of the BLM Tract E; thence South 00°04'32" East 204.17 feet along said westerly boundary line to a BLM monument; thence North 89°57'22" East 1,318.24 feet along the southerly boundary line of said Tract E to a BLM monument; thence South 00°17'32" East 2,637.65 feet along another westerly boundary line of said Tract E to a BLM monument; thence South 89°54'27" East 187.32 feet along another southerly boundary line of said Tract E to a BLM monument; thence South 00°04'57" East 217.98 feet to the point of beginning.

16-03

16-03

A parcel of land situated in the SW $\frac{1}{4}$ and the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 34 and in the NE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 33, Township 1 North, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, being more particularly described as follows:

Beginning at a point being a rebar and cap monument set in that survey by Knox & Associates, Inc. dated 10/26/00, for the University of Utah Heritage Preserve, said point is North 88°49'39" East 485.92 feet along the monumented section line from the existing monument marking the North Quarter corner of said Section 33; the basis of bearing for this description is North 56°32'36" West 3561.23 feet between the 3/4 inch diameter steel pipe which is the University of Utah control point U-104 and the Forest Service brass cap called USFS-1; thence North 88°49'39" East 2,149.97 feet along the section line to the monument marking the Northeast corner of said Section 33; thence South 89°22'45" East 5,252.66 feet along the monumented northerly boundary line of said Section 34 to the Northeast corner of said Section 34; thence South 00°01'10" East 1,610.92 feet to a BLM monument; thence North 89°59'56" West 4,422.48 feet along the northerly boundary line of the BLM Tract "F" to a BLM monument; thence South 00°02'23" East 3,492.80 feet along the westerly boundary line of said Tract "F"; thence North 40°54'01" West 655.04 feet; thence North 58°50'50" East 119.76 feet; thence North 27°06'05" West 353.03 feet; thence North 84°58'38" West 151.80 feet; thence North 30°59'23" West 664.83 feet; thence North 48°38'32" West 167.86 feet; thence North 75°12'38" West 164.23 feet; thence South 76°38'15" West 163.86 feet; thence South 54°40'40" West 140.94 feet; thence North 59°06'21" West 715.13 feet to a Forest Service monument named USFS-1; thence North 00°02'56" West 861.98 feet; thence North 64°01'44" East 69.50 feet; thence North 42°25'18" East 133.51 feet; thence North 16°59'23" East 76.00 feet; thence North 77°43'08" West 74.20 feet; thence North 50°03'08" West 133.72 feet; thence North 00°02'56" West 472.36 feet to the Northeast corner of Federal Pointe P.U.D., as platted and recorded in the office of the Salt Lake County Recorder, said point is a bolt in concrete as shown on the plat of said P.U.D.; thence North 89°58'59" West 493.95 feet along the northerly boundary line of said Federal Pointe P.U.D.; thence North 00°03'36" West 202.17 feet along the easterly boundary line of Arlington Hills Plat "P" as platted and recorded in the office of the Salt Lake County Recorder to the Northeast corner of said Arlington Hills Plat "P"; thence South 89°56'24" West 384.66 feet along the northerly boundary line of said Arlington Hills Plat "P"; thence South 88°32'58" West 20.55 feet to a Northwest corner of said Arlington Hills Plat "P", said point being on the easterly boundary line of Amended Lots 2 and 3 of Arlington Hills Plat "H" as platted and recorded in the office of the Salt Lake County Recorder; thence along the boundary line of said Amended Lots 2 and 3 of Arlington Hills Plat "H" the following five courses and distances: 320.91 feet along the arc of a 675.00 foot radius curve to the right, bearing to radius point is North 80°13'56" East (the chord of which bears North 03°51'05" East 317.90 feet) having a central angle of 27°14'23"; 309.57 feet along the arc of a 430.00 foot radius curve to the left (the chord of which bears North 03°09'08" West 302.92 feet) having a central angle of 41°14'54"; North 66°13'25" East 50.00 feet; 136.39 feet along the arc of a 480.00 foot radius curve to the left, bearing to radius point is South 66°13'25" West (the chord of which bears North 31°55'00" West 135.93 feet) having a central angle of 16°16'50"; North 07°58'19" East 673.62 feet (654.92 plat) to the point of beginning.

09-33

09-3

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