

WHEN RECORDED RETURN TO:
Valley View Stake of The Church of
Jesus Christ of Latter-Day Saints
c/o Property Reserve, Inc.
Attn: Roger Child
5 Triad Center, Suite 650
Salt Lake City, Utah 84180



ENT 90286:2011 PG 1 of 14
JEFFERY SMITH
UTAH COUNTY RECORDER
2011 Dec 15 3:25 pm FEE 0.00 BY SW
RECORDED FOR SARATOGA SPRINGS CITY

Space above this line for Recorder's use

EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (this "Agreement") is entered into this 15th day of December, 2011, by and between VALLEY VIEW STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS., a Utah corporation sole ("Grantor"), and THE CITY OF SARATOGA SPRINGS, a Utah municipal corporation ("Grantee"). Grantor and Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor owns certain real property located in Saratoga Springs, Utah County, State of Utah (the "Grantor Property").

B. Grantee owns certain real property located adjacent to the Grantor Property in Saratoga Springs, Utah County, State of Utah (the "Grantee Property"), more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

C. Grantee desires to obtain a perpetual, nonexclusive easement (the "Easement") on, over, and across a certain portion of the Grantor Property, more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more particularly described herein.

D. Grantor is willing to convey the Easement to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee, without warranty, (i) a perpetual, non-exclusive access easement on, over, and across the Easement Area for the purpose of: (a) providing Grantee vehicular ingress to and egress from the Grantee Property and for the

benefit of the Grantee Property only, and (b) repairing, improving, maintaining, reconstructing, and inspecting the existing road located within the Easement Area (the "Road"), and (ii) a perpetual, non-exclusive easement under and through the Easement Area for the purpose of constructing, installing repairing, improving, maintaining, reconstructing, and inspecting underground utility lines (the "Utility Improvements"). Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") will enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads. Grantee and its successors and assigns, hereby release Grantor from any claims relating to the condition of the Easement Area and Grantor Property and the entry upon the Easement Area and Grantor Property by Grantee and Grantee's Agents. Grantee further agrees that it shall construct and maintain a gate at the entrance of the Road, to which Grantor shall have the right of access and use at any and all times hereinafter.

2. **Reservation by Grantor.** Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. In addition, Grantor expressly reserves the right to grant other third parties the right to use all or any portion of the Easement Area so long as such use does not impede Grantee's use of the Easement Area or damage or negatively impact improvements installed by Grantee in the Easement Area. Without limiting the foregoing, Grantor reserves the right to require the relocation of the Easement Area, the Road and/or the Utility Improvements at any time (or from time to time) at Grantor's cost and expense. If the Easement Area is relocated as provided for in the previous sentence, then this Agreement shall be amended in order to terminate the Easement in its previous location and to grant the Easement in the new location.

3. **Condition of the Easement Area.** Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (i) any state of facts which an accurate ALTA/ASCM survey (with Table A items) and physical inspection of the Easement Area might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee shall obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

4. **Maintenance, Restoration, and Crop Damage.**

4.1. **General Maintenance and Restoration.** Grantee, at its sole cost and expense, shall maintain and repair the Road and the Utility Improvements in good order and condition. Grantee shall promptly repair any damage to the Grantor Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences,

signs, lighting, buildings, etc.) caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property and the improvements thereon to the same condition as they existed prior to any entry onto or work performed on the Grantor Property by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements, equipment or materials which it has caused to be placed upon the Grantor Property; (ii) the filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations; (iii) grading the areas in which the soils were removed and relocated, (iv) paying for costs incurred by Grantor in replacing replanted crops damaged due to the settling of the top soil within the Easement Area provided that Grantee shall first have the opportunity to replace such damaged crops, (v) reseedling of the Easement Area with a seed mixture approved of by Grantor; (vi) installing water bars along the Easement Area reasonably necessary to prevent erosion of the Easement Area and adjacent property should the need for such water bars be directly related to Grantee's installation of improvements; and (vii) leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither environmental hazards nor liens caused by Grantee's activities. In conjunction with the foregoing, Grantee agrees: (i) that any soil removed from the Grantor Property in connection with Grantee's repair, improvement, maintenance, reconstruction, and inspection of the Road and/or the Utility Improvements shall be stored within the construction limits of the Grantee Property to be used for the restoration of the Grantor Property at such time as the Road and/or the Utility Improvements are abandoned pursuant to Section 10 hereof; and (ii) to replace any boundary or survey monuments destroyed as a result of Grantee's exercise of its rights under this Agreement.

4.2. Damage Fees. Grantee will reimburse Grantor for any losses (including lost profits) and expenses due to crop damage, loss of rental income or other loss or damage that results from Grantee's, or Grantee's Agents': (i) entry onto, presence upon, or work performed on the Grantor Property; and (ii) failure to comply with any of the terms or conditions of this Agreement.

4.3. Future Work Conducted. Grantee will provide Grantor with at least fifteen (15) days prior written notice before entering onto the Easement Area to perform any work as set forth in this Agreement and use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor Property unless such work is reasonably necessary to repair or replace a condition or improvement that creates a hazardous condition for the public, Grantor, or Grantee.

4.4. Hazardous Substances. Except for motor fuels used by vehicles and construction equipment and materials and products used in constructing or repairing the Road and/or the Utility Improvements, Grantee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "Hazardous Substances" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents

and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leaking or spillage of Hazardous Substances on the Grantor Property. Grantee shall be exclusively liable for all cleanup and remediation costs thereof.

As used in this Agreement, the term "Hazardous Waste Laws" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

5. **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 of Grantee's Agents. Any such liens shall be released of record within thirty (30) days.

6. **Insurance.** Grantee will maintain in force the insurance policies and coverages set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

6.1. **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy 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, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

6.2. **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or

applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

6.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

6.4. Waiver. Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to Grantee's property, the Road and the Utility Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance. This waiver shall not be interpreted to place any limit on the right of subrogation, recovery, claims, actions, or causes of action against Grantor for events that are caused by Grantor's own negligence.

6.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Grantee under this Agreement or otherwise, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Grantor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Grantor, shall be delivered to Grantor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

7. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, land use, and Hazardous Waste Laws.

8. Indemnification. Grantee shall indemnify, defend with counsel of Grantor's choice (or defend with counsel chosen in accordance with Grantee's existing insurance policy if Grantee's existing insurance policy prohibits Grantor's choice of counsel), and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party,

Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area, the Grantor Property and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, the Grantor Property and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted, (v) the failure of Grantee to maintain the Easement Area, the Road and/or the Utility Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area, the Grantor Property and/or adjacent areas, (vii) any breach by Grantee of its obligations under this Agreement, and (viii) any enforcement of Grantor of any provision of this Agreement and any cost of removing Grantee from the Easement Area or restoring the same as provided herein; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by negligence, gross negligence, or willful misconduct of the Indemnitees. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnitees for any such loss, damage or injury of Grantee or Grantee's property except where such claims or demands are due to Grantor's own negligence, gross negligence, or willful misconduct. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement. Nothing contained in this Agreement shall be deemed a waiver of any protection afforded Grantee under the Governmental Immunity Act of Utah contained in Utah Code Section 63G-7-101, *et seq.*, as currently amended (the "Governmental Immunity Act"); provided, however, if any provision in the Governmental Immunity Act conflicts with any provision in this Agreement, the terms and conditions of this Agreement shall control.

9. **Termination.** This Agreement and the Easement set forth herein will be automatically terminated upon the earliest to occur of the following: (i) Grantee decides that it will no longer use the Easement and gives Grantor written notice thereof, or (ii) Grantee ceases to use the Easement Area for a consecutive period of one (1) year. Upon the occurrence of an event set forth in the preceding sentence, Grantor may record an instrument terminating this Agreement and the Easement, and Grantee appoints Grantor its attorney-in-fact, such power being coupled with an interest for such purposes.

10. **Abandonment of the Road and Utility Improvements.** Upon the termination of this Agreement and the Easement, Grantee will (i) abandon the Road, (ii) abandon the Utility Improvements in accordance with the highest industry standards and customs at the time of abandonment, and (iii) completely restore the Grantor Property pursuant to the restoration provision of this Agreement.

11. **Prescriptive Rights Terminated.** Any and all prescriptive rights—except for public prescriptive rights—that Grantee has or may have in the Grantor Property are hereby forever, completely and irrevocably abandoned, terminated, relinquished, and canceled, and shall be of no further force or effect. Grantee does hereby quitclaim to Grantor any and all rights, titles, and interests of Grantee in the Grantor Property, except for public prescriptive rights or those rights arising by virtue of this Agreement.

12. **Attorneys Fees.** If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

13. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when presented personally or by depositing the same in the United States mail by registered or certified mail, addressed as follows:

If to Grantor:

Valley View Stake of The Church of
Jesus Chris of Latter-Day Saints
c/o Property Reserve, Inc.
Attn: Roger Child
5 Triad Center, Suite 650
Salt Lake City, Utah 84180

If to Grantee:

City of Saratoga Springs
Attn: _____
1307 N. Commerce Dr., Suite 200
Saratoga Springs, Utah 84045

Either Party may designate a different individual or address for notices, by giving written notice thereof in the manner described above.

14. **Default by Grantee.** If: (i) Grantee has defaulted or is in default or breach of any of its obligations stated herein; (ii) Grantor has provided Grantee written notice of Grantee's default; and (iii) thirty (30) days have expired since Grantee received written notice from Grantor regarding Grantee's default and Grantee has failed to cure its default within the thirty (30) day period, unless weather conditions negatively affect Grantee's ability to properly cure such default, Grantor, at its option, may: (a) pursue any remedy available at law or in equity; (b) pursue the remedy of specific performance or injunction; (c) seek declaratory relief; (d) pursue an action for damages for loss; and/or (e) terminate this Agreement and the Easement. If Grantor chooses to terminate this Agreement and the Easement, Grantor may unilaterally record an instrument terminating this Agreement and the Easement, as well as any and all other easements, rights-of-way or licenses Grantee may have (or may claim to have) to use Grantor Property, and Grantee grants unto Grantor an irrevocable power of attorney, said power being coupled with an interest, for the purpose of recording a termination of easement instrument, so long as items (i) through (iii) have occurred.

15. **No Public Use/Dedication.** The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property is permissive and shall be limited to the express purposes contained herein by Grantee. Neither Grantee, nor its successors

or assigns, nor the public shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement.

16. No Third Party Beneficiaries. In assuming and performing the obligations of this Agreement, Grantor and Grantee are each acting as independent parties and neither shall be considered or represent itself as a joint venturer, partner, agent, or employee of the other. There is no intent by either Party to create or establish third party beneficiary status or rights in any third party. This Agreement shall not be deemed to confer any rights upon any individual or entity which is not a party hereto, and Grantor and Grantee expressly disclaim any such third-party benefit.

17. Authorization. The individual executing this Agreement on behalf of Grantee represents and warrants that he or she has been duly authorized by appropriate action of the governing body of Grantee for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon Grantee.

Grantor, Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, was organized to acquire, hold, and dispose of real and personal property, for the benefit of the members of The Church of Jesus Christ of Latter-day Saints, residing and who may hereafter reside within the boundaries of the Salt Lake Valley View Stake of The Church of Jesus Christ of Latter-day Saints. The incumbent corporate officer of Grantor is the current Stake President of the Salt Lake Valley View Stake of The Church of Jesus Christ of Latter-day Saints. Jeffrey M. Simpson is the current Stake President of the Salt Lake Valley View Stake, and is therefore the current Incumbent Corporate Officer of the Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole.

18. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meanings. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be

construed against the Party who (or whose attorney) prepared the executed this Agreement or any earlier draft of the same. As used herein, all words in any gender shall be deemed to include the masculine, feminine, or neuter gender, all singular words shall include the plural, and all plural words shall include the singular, as the context may require. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures and Acknowledgements to Follow]

EXHIBIT A

[Legal Description of the Grantee Property]

Certain real property in Utah County, State of Utah:

Commencing at a point West 1325.94 feet from the East Quarter Corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 89°43'24" West 1327.00 feet; thence South 00°09'32" East 825.70 feet; thence North 89°49'19" East 331.56 feet; thence South 00°22'59" East 796.69 feet; thence South 89°57'17" East 330.83 feet; thence North 00°14'23" West 798.84 feet; thence North 89°30'19" East 663.53 feet; thence North 00°13'14" West 823.45 feet to the point of beginning.

EXHIBIT B**[Legal Description and Depiction of the Easement Area]**

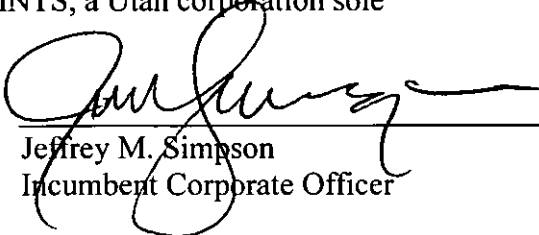
That certain real property being situate in the Southeast quarter of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, Saratoga Springs City, Utah County, Utah. Said property being more particularly shown on the attached exhibit and described below:

BEGINNING at a point on the Grantor's South line, said point being North 89°49'55" East 816.25 feet and North 0°10'05" West 18.91 feet from the South quarter corner of Section 24, Township 5 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°43'48" East, 3.29 feet, along said south line; thence North 89°46'30" East, 45.29 feet, along said south line to a wire fence; thence along said wire fence the following three (3) courses: North 00°07'02" East, a distance of 88.60 feet; thence North 00°12'54" West, a distance of 420.34 feet; thence North 00°12'38" East, a distance of 94.58 feet to a point of curvature, (radius point bears South 83°02'14" West), thence northwesterly along the arc of a 334.97 foot radius curve to the left, through a central angle of 40°08'20", a distance of 234.67 feet, to a point on a 275.00 foot radius reverse curve to the right, thence northwesterly along the arc of said curve, through a central angle of 24°18'41", a distance of 116.69 feet to a point on a 325.11 foot radius reverse curve to the left, thence northwesterly along the arc of said curve, through a central angle of 21°53'33", a distance of 124.22 feet, to a point on an existing fence line; thence North 89°53'30" West, along said fence line, a distance of 70.84 feet; thence South 45°00'00" East, 48.38 feet to a point on a 275.11 foot radius curve to the right, (radius point bears South 44°59'51" West), thence Southeasterly along the arc of said curve, through a central angle of 22°12'44", a distance of 106.65 feet, to a point on a 325.00 foot reverse curve to the left, thence southeasterly along the arc of said curve, through a central angle of 24°18'41", a distance of 137.90 feet, to a point on a 284.97 foot reverse curve to the right, thence southeasterly along the arc of said curve, through a central angle of 47°06'06", a distance of 234.27 feet, to a point of tangency; thence South, 563.07 feet to the POINT OF BEGINNING; said described tract containing 53,050 square feet or, 1.2 Acres, more or less.

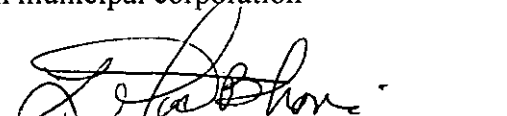
Ck by JJB 16 June 2011

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

Grantor: VALLEY VIEW STAKE OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: 
Jeffrey M. Simpson
Incumbent Corporate Officer

Grantee: CITY OF SARATOGA SPRINGS, a Utah municipal corporation

By: 
Name (Print): Mia B. LOVE
Its: Mayor

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

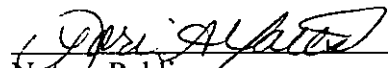
On this 9th day of December, 2011, personally appeared before me Jeffrey M. Simpson, known or satisfactorily proved to me to be the Incumbent Corporate Officer of Valley View Stake of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, who acknowledged to me that he signed the foregoing instrument as authorized agent for said corporation.


Notary Public for the State of Utah



STATE OF UTAH)
 : SS
COUNTY OF UTAH)

On this 15th day of December, 2011, personally appeared before me Mia B. Love, known or satisfactorily proved to me to be the Mayor of the City of Saratoga Springs, a Utah municipal corporation, who acknowledged to me that he/she signed the foregoing instrument as Mayor for said corporation.


Notary Public

