

REDEVELOPMENT AGENCY STAFF MEMO

DATE: April 14, 2015

ITEM #: 8.B.

PREPARED BY: Justin Belliveau

RE: Consideration and Adoption of a Resolution of the Board of Directors of the Redevelopment Agency of Salt Lake City approving the execution of a No Build Easement Agreement with Regent Holdings, LLC.

REQUIRED ACTION: Adoption of a resolution authorizing the execution of an easement agreement.

POLICY ITEM: Disposition of property.

BUDGET IMPACTS: None.

REDEVELOPMENT ADVISORY COMMITTEE RECOMMENDATION: N/A

EXECUTIVE SUMMARY/ANALYSIS: The Board is asked to consider the conveyance of a no build easement to Regent Holdings, LLC that will enable this property owner to restore the façade of its building adjacent to the Eccles Theater.

ANALYSIS & ISSUES: Regent Holdings is the owner of the Priority Dispatch building located at 30 East 100 South, which is situated immediately to the north of the Eccles Theater project and its Regent Street entrance. Three floors of the Priority Dispatch building were previously connected to the former printing press building on Regent Street until demolition of this structure exposed the south façade of the Priority Dispatch building. This situation necessitates the installation of glazed panels on the south face of floors 2-5, and will require that no other structure be built within fifteen feet of the south face of the Priority Dispatch building. Conveyance of the no build easement will have no impact on the design or construction of the Eccles Theater, and Regent Holdings has agreed to participate in the formation of a special assessment district that will address planning, maintenance, marketing and/or programming for the improvements and area surrounding Regent Street.

PREVIOUS BOARD ACTION: None.

ATTACHMENTS:

- 1) Resolution.
- 2) Draft No Build Easement Agreement

RESOLUTION OF THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF SALT LAKE CITY APPROVING THE EXECUTION OF A NO BUILD EASEMENT AGREEMENT WITH REGENT HOLDINGS, LLC.

WHEREAS, the Redevelopment Agency of Salt Lake City (“Agency”) was created to transact the business and exercise the powers provided for in the Utah Community Development and Renewal Agencies Act; and

WHEREAS, the Agency adopted a redevelopment plan effective February 11, 1971 entitled “CBD Neighborhood Development Plan;” and

WHEREAS, on September 12, 2013 the Agency acquired property on Block 70 to accommodate the construction of the George S. and Delores Doré Eccles Theater (“Eccles Theater”); and

WHEREAS, demolition of structures in preparation for construction of the Eccles Theater exposed an opening in floors two through five on adjacent property owned by Regent Holdings, LLC at 30 East 100 South; and

WHEREAS, Regent Holdings, LLC is planning to restore the façade of floors two through five and requires a fifteen foot wide no build easement agreement above an elevation of 4326.33 on property comprising the Eccles Theater site; and

WHEREAS, Regent Holdings, LLC has agreed to cooperate with the Agency and other property owners on Block 70 in the creation and funding for a special assessment district for the purposes of providing and funding public improvements or infrastructure installation on and near, or the planning, maintenance, marketing and/or programming for, the area surrounding Regent Street;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE REDEVELOPMENT AGENCY OF SALT LAKE CITY, that we do hereby authorize and instruct the Chief Administrative Officer and the Executive Director of the Agency to execute a No Build Easement Agreement with Regent Holdings, LLC substantially in conformance with the draft agreement attached hereto, together with such other terms as are recommended by Agency legal counsel.

Passed by the Board of Directors of the Redevelopment Agency of Salt Lake City, this 14th day of April, 2015.

Stan Penfold, Chairperson

ATTEST:

D.J. Baxter, Executive Director

Transmitted to the Chief Administrative Officer on April ____, 2015. The Chief Administrative Officer:

___ does not request reconsideration

___ requests reconsideration at the next regular Agency meeting.

Ralph Becker, Chief Administrative Officer

ATTEST:

D.J. Baxter, Executive Director

Approved as to legal form:
Jones, Waldo, Holbrook & McDonough, P.C.

By: _____

Upon recordation, return to:

Redevelopment Agency of Salt Lake City
Attn: Executive Director
451 South State Street, Room 418
P.O. Box 145518
Salt Lake City, UT 84114-5518

NO BUILD EASEMENT AGREEMENT

THIS NO BUILD EASEMENT AGREEMENT (this “Agreement”) is made and entered into this ____ day of April, 2015, by and between Redevelopment Agency of Salt Lake City, a public body, (the “RDA”), and by Regent Holdings, LLC, a Utah limited liability company (“Regent Holdings”).

RECITALS

WHEREAS, the RDA is the owner of certain real property more specifically described on Exhibit A attached hereto (the “RDA Parcel”);

WHEREAS, Regent Holdings is the owner of certain real property more specifically described on Exhibit B attached hereto (the “Regent Parcel”);

WHEREAS, the RDA is in the process of constructing permanent improvements on the RDA Parcel, including without limitation the Eccles Theater;

WHEREAS, the RDA is also in the process of establishing plans for the redevelopment of Regent Street, for the benefit of the owners of neighboring property and downtown Salt Lake City, which will include the creation of a special improvement district (as more particularly defined below, the “District”); and

WHEREAS, in consideration of Regent Holdings agreeing to cooperate with the RDA in connection the formation and operation of the District as provided below, the RDA has agreed to place a restriction on the RDA Parcel as set forth herein with respect to air space above a certain portion of the RDA Parcel, which air space is specifically described and shown on Exhibit C attached hereto (the “Air Space”).

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the RDA and Regent Holdings each hereby covenant and agree that the RDA Parcel and the Regent Parcel and all present and future owners and occupants of the RDA Parcel and the Regent Parcel, respectively, shall be and hereby are subject to the easements, covenants, and restrictions hereinafter set forth in this Agreement, so that such property shall be maintained, kept, sold, and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Air Space Easements; Reservation of Rights.

(a) The RDA agrees it shall not construct any improvements within the Air Space. Regent Holdings acknowledges and agrees that the RDA may construct, maintain, repair and replace improvements up to the bottom of the Air Space.

(b) The RDA hereby reserves to itself, for the benefit of the RDA Parcel, a non-exclusive, perpetual easement and right-of-way over, through and upon any portion of the Air Space for access, ingress, and egress, to clean, maintain, repair and replace the improvements below the Air Space.

(c) The RDA hereby grants to Regent Holdings, for the benefit of the Regent Parcel, a non-exclusive, perpetual easement and right-of-way over, through and upon any portion of the Air Space for access ingress and egress, to clean, maintain, repair and replace any portion of the Regent Holdings Building adjacent to the Air Space.

2. Participation in District. At such time as the RDA or Salt Lake City creates a special improvement, assessment or other district or similar entity (a "District") for the purposes of providing and funding public improvements or infrastructure installation on and near, or the planning, maintenance, marketing and/or programming for, the area surrounding Regent Street, Regent Holdings agrees to cooperate with RDA or Salt Lake City, as the case may be, and the other property owners in the creation of the District and to vote in favor of the creation of the District and to subject the Regent Parcel to the property assessments resulting from the creation of the District, so long as the Regent Parcel is treated similarly to other property within the District, and thereafter to reasonably participate in the District.

3. Remedies and Enforcement. In the event of a breach or threatened breach by an Owner of any of the terms, covenants, restrictions or conditions hereof (a "Defaulting Owner"), the other Owner (the "Curing Owner") shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

4. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement with the Salt Lake County Recorder, and shall remain in full force and effect thereafter in perpetuity; provided, however, that in the event that the southern fifteen (15) feet of the Regent Holdings Building is ever removed or demolished, then this Agreement shall terminate. At any time after such removal or demolition, the RDA may record a notice of termination of this Agreement, whereupon the rights of Regent Holdings with respect to the Air Space shall no longer be in effect, from and after the date that is twenty (20) days after such instrument is recorded. The RDA shall provide Regent Holdings a copy of such recorded instrument promptly after it is recorded.

5. Indemnification. Each Owner ("Indemnitor") covenants and agrees to defend, protect, indemnify, and hold harmless the other Owner ("Indemnitee") from and against all claims, including any action or proceedings brought thereon, and all costs, losses, expenses, and liability (including reasonable attorney's fees actually incurred and cost of suit) arising from or as a result

of the injury to or death of any Person, or damage to the property of any Person, located on the property owned or leased by such Indemnitor and, in the case of Regent Holdings, any Person involved in the maintenance, repair and reconstruction of the southern side of the Regent Holdings Building, except for claims caused by the gross negligence or willful act or omission of such Indemnitees, its agents, servants, partners, or employees.

6. Other Agreements.

6.1 Definitions. For the purposes of this Agreement, the following terms shall have the following meanings:

(a) “Owners” shall mean the RDA and Regent Holdings and their successors in interest in the ownership of the RDA Parcel and the Regent Parcel, respectively.

(b) “Parcels” shall mean the RDA Parcel and the Regent Parcel.

(c) “Permittees” shall mean the tenant(s) or occupant(s) of an Owner, and the respective employees, agents, contractors, customers, permittees, vendors, invitees, and licensees of (i) an Owner, and/or (ii) such tenant(s) or occupant(s).

(d) “Regent Holdings Building” shall mean building currently located on the Regent Parcel.

6.2 Subdivision of Parcels. If any Parcel is hereinafter legally subdivided, each person owning any such subdivided Parcel shall enjoy the benefit of the easements granted herein and shall assume the obligations hereunder.

6.3 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of each Owner shall be the address on the public records of the Salt Lake County Assessor’s Office.

6.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

6.5 Entire Agreement. This written Agreement and the Exhibits hereto, contain all the representations and the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement and Exhibits hereto. This Agreement may be modified only by a written instrument signed by all of the parties hereto.

6.6 Further Assurances. Each party agrees to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

6.7 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all Owners, evidenced by a document that has been executed and acknowledged by all such Owners and recorded with the Salt Lake County Recorder.

6.8 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

6.9 Legal Fees. In the event a party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

6.10 Bankruptcy. In the event of any bankruptcy affecting any Owner or any Permittee, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

6.11 Governing Law. This Agreement is governed by Utah law. Should any action be brought to enforce or interpret the terms of this Agreement, such action shall be brought in a state or federal court located in Salt Lake County.

6.12 Counterparts and Recording. This Agreement may be executed in counterparts and, when assembled with the signature page of each Owner, shall be considered one agreement and shall be recorded in the official real estate records of Salt Lake County.

6.13 Covenants to Run with Land. Each Owner hereby declares its express intent that the covenants and restrictions set forth herein shall be covenants running with the land and shall pass to and be binding upon such Owner's successors in title including any purchaser, grantee, encumbrancer, or lessee of any portion of such Owner's Parcel and any other person or entity having any right, title, or interest therein and upon the respective heirs, executors, administrators, devisees, successors and assigns of such Owner and any purchaser, grantee, encumbrancer, or lessee of any portion of such Owner's Parcel and any other person or entity having any right, title or interest therein.

6.14 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, and obligations contained herein. By such acceptance, any such grantee shall for it and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to

and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the Property so acquired by such grantee.

6.15 Not a Public Declaration. This Agreement shall not be deemed to be a gift or dedication of all or any portion of the Air Space for the general public or for any public purposes whatsoever, it being the intention of each Owner that this Agreement be strictly limited to the purposes expressed in this Agreement.

6.16 Time of Essence. Time is of the essence of this Agreement.

6.17 Compliance with Ethics Laws. Regent Holdings represents and warrants that neither it, nor to Regent Holdings' knowledge, any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to Salt Lake City ("City") or an RDA officer or employee or a former City or RDA officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promised that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

6.18 Governmental Immunity. The parties hereto acknowledge that the RDA is an agency of the State of Utah and as such is subject to and bound by the provisions of the Utah Governmental Immunity Act, Utah Code Section 63-30-1 et seq. (the "Act"). No covenant, provision, or agreement contained in this Agreement shall be deemed to be a waiver of any of the rights of the RDA under the Act. Notwithstanding the foregoing, the RDA hereby waives such provisions of the Act that may invalidate in any way (i) the obligations, duties and/or responsibilities of the RDA to Regent Holdings and its successors and assigns under this Agreement, or (ii) any express rights or remedies of Regent Holdings or its successors and assigns hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the RDA and Regent Holdings have executed this Agreement as of the date first written above.

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: _____
Ralph Becker
Its Chief Administrative Officer

By: _____
D.J. Baxter
Its Executive Director

Approved as to legal form:
By: Jones Waldo Holbrook and McDonough, P.C.

By: _____

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of April, 2015, by Ralph Becker, the Chief Administrative Officer of Redevelopment Agency of Salt Lake City, a public body.

NOTARY PUBLIC
Residing at _____

My Commission Expires:

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of April, 2015, by D.J. Baxter, the Executive Director of Redevelopment Agency of Salt Lake City, a public body.

NOTARY PUBLIC
Residing at _____

My Commission Expires:

REGENT HOLDINGS, LLC
a Utah limited liability company

By: _____
Name:
Title:

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this ____ day of April, 2015, by _____, the _____ of Regent Holdings, LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at _____

My Commission Expires:

EXHIBIT A

Legal Descriptions of the RDA Parcel

Lot 1, Utah Performing Arts Center Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

Tax ID No. _____

EXHIBIT B

Legal Descriptions of the Regent Parcel

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

BEGINNING ON THE SOUTH LINE OF 100 SOUTH STREET AT A POINT SOUTH 89°55'12" EAST 30.00 FEET FROM THE NORTHWEST CORNER OF LOT 6, BLOCK 70, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 89°55'12" EAST ALONG SAID SOUTH LINE 82.81 FEET TO A POINT ON THE WEST LINE OF REGENT STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID LOT 6; THENCE SOUTH 01°15'19" WEST ALONG SAID WEST LINE 98.02 FEET; THENCE NORTH 89°55'12" WEST 80.76 FEET; THENCE NORTH 00°03'21" EAST 98.00 FEET TO THE POINT BEGINNING.

TOGETHER WITH:

ALL OF THAT VOLUME OF SPACE WHICH LIES ABOVE AN ELEVATION OF 4320.28 FEET, AS MEASURED VERTICALLY FROM THE NATIONAL GEOTETIC VERTICAL DATUM 1929, (NGVD 29) USING SALT LAKE CITY NGVD 29 BENCHMARK #1328 DESCRIBED PAGE 2 ELEVATION 4312.487, FORMED BY PROJECTING VERTICALLY UPWARDS THE FOLLOWING BOUNDARY:

BEGINNING AT A POINT ON THE WEST LINE OF REGENT STREET, WHICH IS S01°15'19"W 98.02 FEET FROM THE NORTHEAST CORNER OF LOT 6, BLOCK 70, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE S01°15'19"W ALONG SAID WEST LINE 15.00 FEET; THENCE N89°55'12"W 78.06 FEET; THENCE NORTH 15.00 FEET; THENCE S89°55'12"E 78.39 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

A NON-EXCLUSIVE RIGHT OF WAY FOR INGRESS AND EGRESS, APPURTENANT TO PARCEL 1 SET FORTH HEREIN, REFERRED TO AND DESCRIBED IN THAT CERTAIN FINDINGS OF FACT AND CONCLUSIONS OF LAW AND DECREE RECORDED JUNE 30, 1904 AS ENTRY NO. 183523, IN BOOK "6-G" OF DEEDS, AT PAGES 558-565, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AS AMENDED AND/OR OTHERWISE AFFECTED BY THOSE CERTAIN AGREEMENT AND BARGAIN AND SALE DEEDS RECORDED DECEMBER 01, 1966 AS ENTRY NOS. 2180502 THROUGH 2180517, INCLUSIVE, IN BOOK 2512, AT PAGES 575-669, INCLUSIVE, AND IN BOOK 2513, AT PAGES 1-53, INCLUSIVE, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, OVER AND UPON THE FOLLOWING DESCRIBED TRACTS OF LAND:

RIGHT OF WAY TRACT 1:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, BLOCK 70, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE WEST 11.88 FEET; THENCE NORTH 560.07 FEET; THENCE EAST 5.26 FEET; THENCE NORTH 12.78 FEET; THENCE EAST 117.45 FEET TO THE WEST LINE OF REGENT STREET; THENCE SOUTHERLY ALONG

THE WEST LINE OF REGENT STREET 8 FEET; THENCE WEST 88.48 FEET; THENCE ON A CURVE WITH A RADIUS OF ABOUT 20 FEET TO THE LEFT ABOUT 31.42 FEET TO A POINT 8.12 FEET EAST AND 544.85 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 4; THENCE SOUTH 198.60 FEET; THENCE WEST 5.94 FEET; THENCE SOUTH 346.25 FEET; THENCE WEST 2.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT A POINT WHICH IS WEST 11.88 FEET; NORTH 560.07 FEET, EAST 5.26 FEET AND NORTH 12.78 FEET FROM THE SOUTHEAST CORNER OF LOT 4, BLOCK 70, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST 117.45 FEET TO THE WEST LINE OF REGENT STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF REGENT STREET 8 FEET, THENCE WEST 117.45 FEET; THENCE NORTH 8 FEET TO BEGINNING.

RIGHT OF WAY TRACT 2:

BEGINNING AT A POINT WHICH IS 8.12 FEET EAST AND 544.85 FEET NORTH OF THE SOUTHEAST CORNER OF LOT 4, BLOCK 70, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE ON A CURVE WITH A RADIUS OF ABOUT 20 FEET TO THE RIGHT 31.42 FEET; THENCE EAST 88.44 FEET TO THE WEST LINE OF REGENT STREET; THENCE SOUTHERLY ALONG THE WEST LINE OF REGENT STREET 15 FEET; THENCE WEST 91.80 FEET; THENCE ON A CURVE WITH A RADIUS OF ABOUT 20 FEET TO THE LEFT ABOUT 28.06 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

APN: 16-06-105-049-0000

EXHIBIT C

AIR SPACE DESCRIPTION

PRIORITY DISPATCH BUILDING

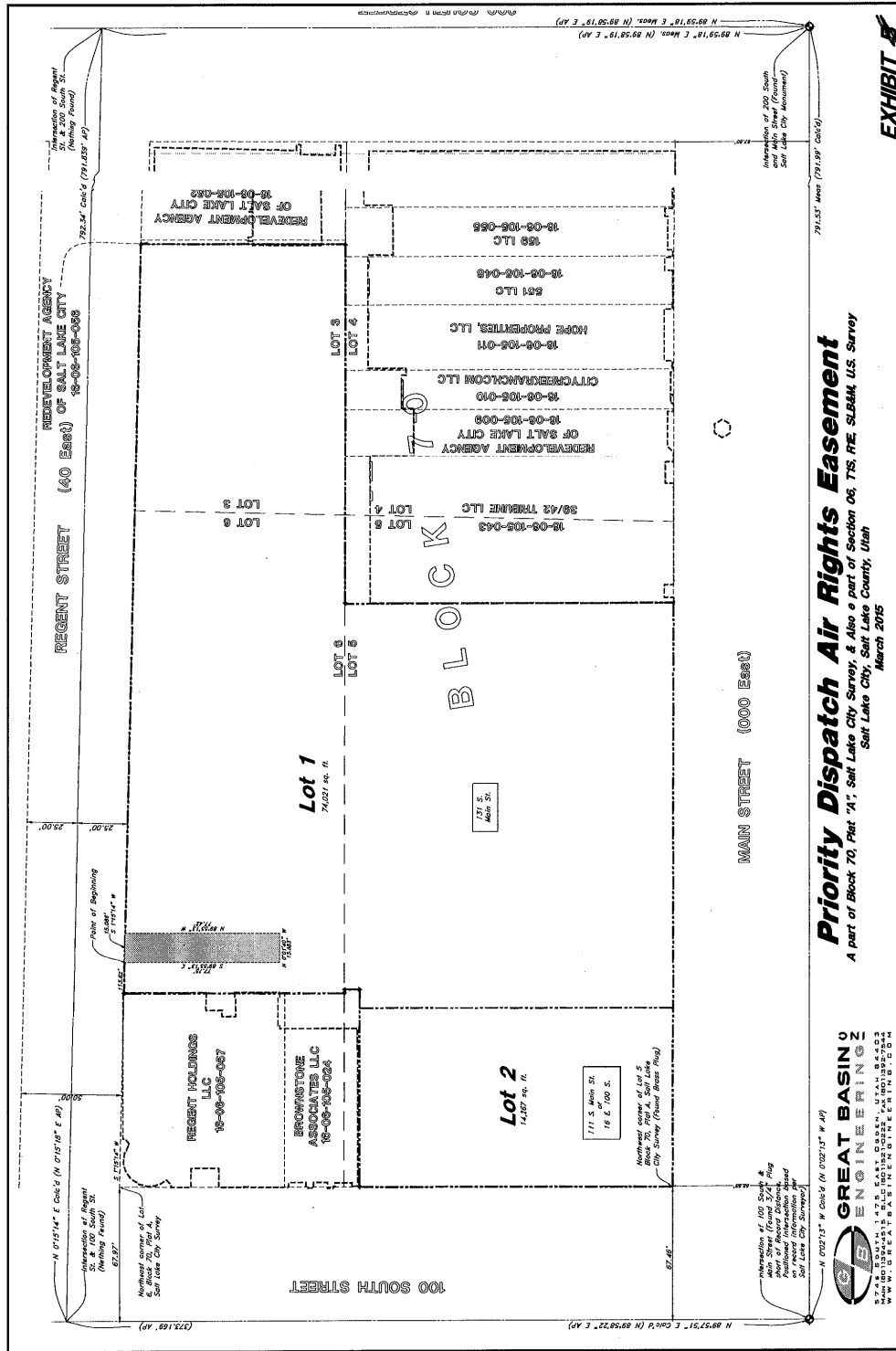
Air Rights Easement

The following described volume of space which lies above an elevation of 4326.33 feet as measured vertically from the center of a 1" disk located 30' North of the intersection of 100 South & Main Street (Salt Lake City Benchmark #1328) with an Elevation of 4315.29 (NAVD88), formed by projecting vertically upwards the following described boundary:

Commencing at Northeast corner of Lot 6 Block 70, Plat A, Salt Lake City Survey; thence 113.62 feet South 1°15'14" West (South 1°15'18" West Record) along the West right of way line of Regent Street to the South Face of the existing Priority Dispatch building (beginning at the floor line of the 2nd floor through the top of Parapet), and the true Point of Beginning; and running thence South 1°15'14" West (South 1°15'18" West Record) 15.086 feet along said West right of way line of Regent Street; thence North 89°55'13" West 77.42 feet to the West Face of the existing Priority Dispatch building; thence North 0°01'40" West 15.083 feet along said West Face of building extended to said South Face of building; thence South 89°55'13" East 77.75 feet along said South Face of building to the Point of Beginning.



Great Basin Engineering Inc. Ogden Utah 801-394-4515



Priority Dispatch Air Rights Easement
 A part of Block 70, Part "A1", Salt Lake City Survey, & Also a part of Section 06, T1S, R1E, S18&M, U1S, Survey
 Salt Lake County, Utah
 March 2015

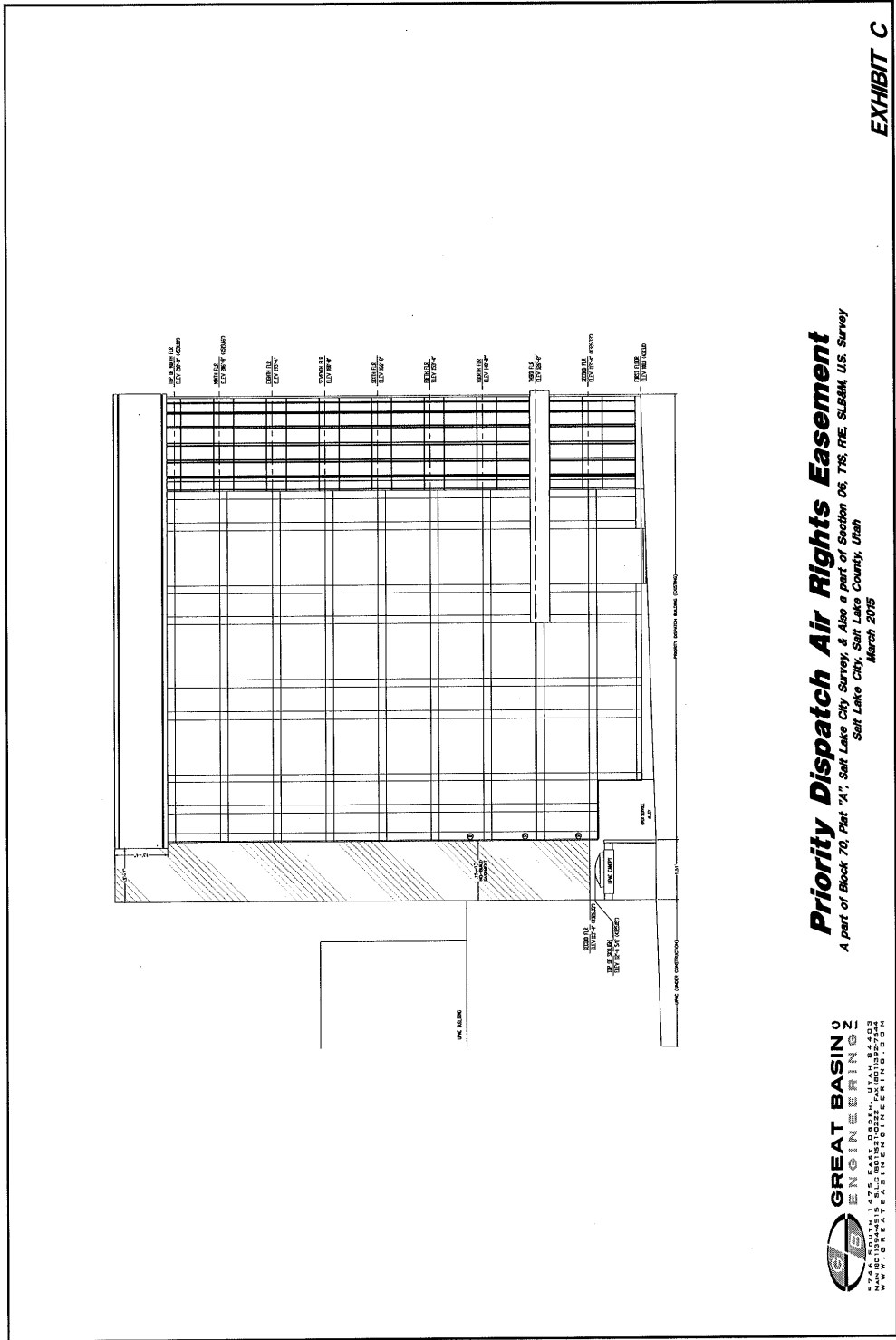
GREAT BASIN ENGINEERING
 100 South Street, Suite 100
 Salt Lake City, Utah 84111
 WWW.GREATBASINENGINEERING.COM

EXHIBIT B

Sheet 2

Exhibit C-2

No Build Easement Agreement



Priority Dispatch Air Rights Easement
 A part of Block 70, Plat "A", Salt Lake City Survey, & Also a part of Section 06, T1S, R1E, S1B4M, U.S. Survey
 Salt Lake City, Salt Lake County, Utah
 March, 2015

EXHIBIT C

GREAT BASIN ENGINEERING
 ENGINEERING
 2240 S. 1000 WEST, SUITE 200, SALT LAKE CITY, UT 84143
 WWW.GREATBASINENGINEERING.COM

Sheet 3