

WHEN RECORDED MAIL TO:

Cheney Law Group
Brian C. Cheney, Esq.
2825 E. Cottonwood Pkwy, Suite 500
Salt Lake City, UT 84121

File No.: 141156-LMF

13648208
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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 19 P.

CONSTRUCTION EASEMENT AND RESTORATION AGREEMENT

In Reference to Tax ID Number(s):

14-23-301-002; 14-23-301-003; 14-23-301-004; 14-23-326-003, 14-23-301-001

After recording return to:

Cheney Law Group
Attn: Brian C. Cheney
2825 E. Cottonwood Parkway, Suite 500
Salt Lake City, Utah 84121

APN Nos: 14-23-301-002; 14-23-301-003; 14-23-301-004; 14-23-326-003; 14-23-301-001

CONSTRUCTION EASEMENT AND RESTORATION AGREEMENT

This Construction Easement and Restoration Agreement (the “*Agreement*”) is made and entered into as of the 29 day of April, 2021, by WVC INDUSTRIAL LLC, a Delaware limited liability company (“*Project Owner*”) and ALIGNED DATA CENTERS (WVC) PROPCO, LLC, a Delaware limited liability company (“*Lot 1 Owner*”).

RECITALS:

WHEREAS, Project Owner is the developer and owner of that certain industrial park located in Salt Lake County, Utah known as 201 Mountain View Park and more particularly described on Exhibit A attached hereto (collectively, the “*Project*”);

WHEREAS, Lot 1 Owner purchased from Project Owner and is the owner of that certain parcel of land located adjacent to the Project as more particularly described on Exhibit B attached hereto (“*Lot 1*”);

WHEREAS, in connection with Lot 1 Owner’s purchase of Lot 1, Project Owner executed and recorded that certain Declaration of Easements and Cost Sharing Agreement dated April 29, 2021 in the Official Records of Salt Lake County, Utah on April 29, 2021, as Entry No. 13648125 in Book 11166 at Page 503-519 (the “*Declaration of Easements*”), pursuant to which, among other things, Project Owner declared, created and granted, for the benefit of Lot 1, an easement for underground telecommunications and power lines over and across that portion of the Project depicted on Exhibit C attached hereto (the “*Utility Easement Area*”);

WHEREAS, Lot 1 Owner desires to install, maintain, operate and repair certain underground telecommunications and power lines within the Utility Easement Area;

WHEREAS, the Declaration of Easements provides that the use of the Utility Easement Area and the installation, operation, maintenance and repair of pipe, conduit and other related equipment within the Utility Easement Area is subject to the terms and conditions of a mutually acceptable construction easement and restoration agreement between Project Owner and Lot 1 Owner;

WHEREAS, Project Owner is willing to grant to Lot 1 Owner an easement for the purpose of installing, maintaining, operating and repairing underground pipelines, conduit and related equipment within the Utility Easement Area subject to the terms and conditions in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants, terms, conditions, restrictions, and other provisions set forth herein and for other good and valuable consideration exchanged between Project Owner and Lot 1 Owner, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT:

1. Grant of Easements.

a. Utility Easement. Pursuant to, and not in limitation of, the Declaration of Easements, Project Owner, for itself and its successors and assigns, hereby conveys and grants to Lot 1 Owner, its successors and assigns, a permanent, non-exclusive easement (the "*Utility Easement*") over, under, in and upon the Utility Easement Area, solely for the lawful construction, installation, maintenance, operation, repair and use of underground telecommunications and power lines, conduit and related equipment (collectively, the "*Utility Improvements*"), and for access to the Utility Easement Area as provided in this Agreement.

b. Temporary Construction Easement. Project Owner, for itself and its successors and assigns, hereby conveys and grants to Lot 1 Owner, its successors and assigns, a temporary, non-exclusive easement (the "*Temporary Construction Easement*") over, under, in and upon those portions of the Project depicted on Exhibit D attached hereto (the "*Temporary Construction Easement Area*") for use in the initial construction and installation of the Utility Improvements within the Utility Easement Area and other construction purposes reasonably related thereto. In order to coordinate with Project Owner's construction and other activities in the Project, Lot 1 Owner shall give Project Owner not less than two (2) weeks' notice prior to entering upon the Temporary Construction Easement Area or performing any construction activities permitted herein. The Temporary Construction Easement shall commence on the effective date of this Agreement and shall automatically terminate and expire upon the earlier to occur of: (i) the date construction of the Utility Improvements is completed, including all repairs and restoration of Project property required herein, or (ii) August 1, 2021 unless otherwise extended by Project Owner in writing in its sole discretion. Upon the expiration of the term of the Temporary Construction Easement, all of the rights and benefits of Lot 1 Owner in, to and under this Agreement with respect to the Temporary Construction Easement shall automatically terminate and be of no further force and effect.

2. Construction of Utility Improvements.

a. Costs; Lien-free Construction. Lot 1 Owner shall bear and promptly pay, without the imposition of any lien or charge on or against all or any portion of the Project all costs and expenses incurred by Lot 1 Owner in connection with the construction of the Utility Improvements and restoration of the Project property as provided in Section 2.c. below. Lot 1 Owner hereby acknowledges and agrees that if any lien is filed against the Project as a result of the easements granted herein or Lot 1 Owner's activities in the Utility Easement Area or Temporary Construction Easement Area and Lot 1 Owner has not had the lien removed of record, or bonded, within thirty (30) days of the date of the initial filing of the lien, then Lot 1 Owner shall be in default of this Agreement, and Project Owner shall have the right to exercise all of its remedies pursuant to this Agreement, at law or in equity or

both.

b. Coordination with Project Owner; Compliance with Laws. Lot 1 Owner shall use commercially reasonable efforts to coordinate its construction activities and construction schedule with Project Owner and/or Project Owner's general contractor so as to minimize interference with Project Owner's and Project Owner's tenants' construction activities within the Project. Lot 1 Owner shall obtain, at its sole cost and expense, all permits required for the construction and installation of the Utility Improvements. Lot 1 Owner shall construct the Utility Improvements in a good and workmanlike manner and in compliance with all applicable statutes, ordinances, rules, regulations and requirements of all governmental entities having jurisdiction over the Project and the construction and installation of the Utility Improvements.

c. Restoration of Project Property. Lot 1 Owner acknowledges and agrees that Project Owner has expended a significant amount of time and money improving the surface of the Utility Easement Area and Temporary Construction Easement Area for the benefit of the owners, tenants, users, occupants, guests and invitees of the Project. As such, in the event the surface of the Lot 1 Utility Easement Area or Temporary Construction Easement Area or any other portion of the Project is disturbed or damaged by Lot 1 Owner's exercise of any of its easement rights under this Agreement, such area shall be restored with like-for-like material as soon as reasonably possible to substantially the same or better condition in which it existed as of the effective date of this Agreement. Prior to the commencement of restoration work on any roadways, drive aisles or access drives, Lot 1 Owner shall deliver the plans and specifications for such work to Project Owner for Project Owner's review and approval, such approval not to be unreasonably withheld, conditioned or delayed, but in no event later than three (3) business days following submission to Project Owner. Subject to Project Owner's receipt and approval of plans as provided in the immediately preceding sentence, the parties agree that the following standards shall apply to Lot 1 Owner's restoration work: (i) the entire northern portion of the Utility Easement route shall be replaced with new asphalt twenty (20) feet in width, except for the portion running south between Lots 1 and 2, which new asphalt shall be forty (40) feet in width; and (ii) entrance driveways will be replaced from the concrete abutting 2540 South Street to the south and two (2) feet past the trench cut to the north. In the event Lot 1 Owner fails to complete the restoration of the Project property as provided herein on or before August 1, 2021, then Project Owner shall have the right, but not the obligation, to perform such work at the sole cost and expense of Lot 1 Owner. All costs for such work shall be due and payable to Project Owner by Lot 1 Owner upon demand. If Lot 1 Owner fails to pay any sum of money payable for Project Owner's performance of the restoration work hereunder for thirty (30) days after written notice from Project Owner, then the unpaid amount shall bear interest at the rate of eighteen percent (18%) per annum from the date of Project Owner's demand to the date when paid.

d. Plans. After completion and upon request of Project Owner, Lot 1 Owner shall provide Project Owner with as-built drawings and a survey showing the location and depth of the Utility Improvements.

3. Reservation of Rights. Project Owner reserves all right, title, and interest in and to the Utility Easement Area and Temporary Construction Easement Area that may be used and enjoyed

without interfering with the rights conveyed by this Agreement. Project Owner has granted, and shall have the right to grant additional easement rights in the Utility Easement Area and Temporary Construction Easement Area to other individuals or entities, provided same shall not interfere with or otherwise adversely affect any of Lot 1 Owner's rights herein. Project Owner shall give reasonable advance notice to Lot 1 Owner prior to the grant of any new easement on or over the Utility Easement Area and prior to any commencement of work in the Utility Easement Area. The Lot 1 Owner shall have the right to approve, not to be unreasonably withheld, conditioned or delayed, the plans associated with the performance of any construction or excavation work related to any new easements proposed by Project Owner on, over or across the Utility Easement Area.

4. Covenants Running with the Land. The parties hereby acknowledge and agree that the provisions in this Agreement, including the obligations imposed and the easement and other rights conferred, are intended to, and do, constitute covenants that run with the land. This Agreement and its provisions bind and benefit the parties and shall inure to the benefit of and be binding on each party's successors (which includes successors in interest by way of merger, conversion, acquisition, or otherwise) and assigns. However, this Section is not to be construed to create or confer any right of assignment where one does not exist. Notwithstanding the foregoing language in this Section, Lot 1 Owner acknowledges that, while Lot 1 Owner owns Lot 1, Lot 1 Owner's rights and obligations under this Agreement may not be assigned or delegated by Lot 1 Owner separately from conveyance of Lot 1 without the prior written consent of Project Owner, which consent may be given or withheld in Project Owner's sole and absolute discretion. Any attempted assignment or delegation by Lot 1 Owner without the prior written consent of Project Owner shall be *void ab initio*.

5. Liability after Transfer of Ownership. Project Owner and Lot 1 Owner, and their respective successors and assigns, after conveyance of its interest in Lot 1 or the Project (as applicable) to a third party, shall not be liable for any breach under this Agreement occurring after conveyance of its interest, and the third party shall automatically assume and be bound by the obligations and other provisions of this Agreement, which run with both Lot 1 and the Project.

6. Project Owner not Liable. In no event, except in the case of gross negligence or willful misconduct, shall Project Owner or its officers, invitees, agents, employees, partners, managers, members, contractors, subcontractors, successors, or assigns (collectively, the "*Project Owner Parties*") be liable for any damage to, or loss of, personal property or equipment sustained by Lot 1 Owner within the Utility Easement Area or Temporary Construction Easement Area, whether or not it is insured, even if such loss is caused by the negligence of Project Owner or the Project Owner Parties or both.

7. Limitation of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN THE EVENT OF A DEFAULT BY PROJECT OWNER HEREUNDER, OR FOR ANY OTHER REASON, PROJECT OWNER SHALL NOT BE LIABLE TO LOT 1 OWNER FOR ANY INDIRECT, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES WHATSOEVER, INCLUDING LOSS OF GOODWILL OR LOSS OF PROFITS.

8. Indemnification. Lot 1 Owner shall indemnify, defend, and hold Project Owner and the Project Owner Parties harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including without limitation reasonable attorneys' fees, court costs, and

disbursements) incurred by Project Owner arising from or by reason of Lot 1 Owner's access to or use of the Utility Easement Area or Temporary Construction Easement Area.

9. Insurance. Lot 1 Owner shall maintain, at its expense, and shall keep in full force and effect at all times during the term of this Agreement:

a. A policy of commercial general liability insurance that includes contractual liability coverage, including coverage for all insurable obligations in this Agreement, and personal injury and property liability coverages, including coverage against claims for any injury or death to persons and any damage to or loss of property occurring on, in, or about the Utility Easement Area or Temporary Construction Easement Area and Lot 1 Owner's use therein. The combined single limit of all coverages shall not be less than Two Million and No/100 Dollars (\$2,000,000.00). Project Owner and its agents, contractors, mortgagees, and tenants (and any other third parties required by Project Owner) shall be named as additional insureds on the insurance policy.

b. Builder's risk coverage that shall be obtained before commencement of construction of the Utility Improvements, including preparatory work and delivery of construction materials to the Utility Easement Area or Temporary Construction Easement Area. The insurance policy shall name Project Owner and its agents as additional insureds and Project Owner's mortgagees as loss payees.

All insurance policies shall be from an insurer reasonably acceptable to Project Owner. Prior to making any entry onto the Project, Lot 1 Owner shall furnish to Project Owner for each insurance policy required under this Agreement: (a) a certificate of insurance (i) evidencing the policy and required coverages and (ii) providing that the insurance policy and coverages may not be cancelled on less than thirty (30) days prior written notice to Project Owner; and (b) proof of payment of the insurance premium.

10. Default and Remedies. A breach of any provision in this Agreement is a default under this Agreement. In the event of a default by either party, the non-defaulting party may seek any and all remedies permitted by law or in equity. Specifically, this Agreement may be enforced by restraining orders and injunctions (temporary, preliminary, mandatory, or permanent) prohibiting interference with use of the Project, the Utility Easement or of the Temporary Construction Easement Area and mandating compliance with the provisions hereof. Restraining orders and injunctions will be available on proof of the existence of interference or threatened interference, without the necessity of proof of the inadequacy of other legal remedies or irreparable harm. Each party hereby acknowledges the inadequacy of legal remedies and the irreparable harm that would be caused by any existing interference or threatened interference. Restraining orders and injunctions will be available only to the parties to this Agreement and their respective successors and assigns; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity. The rights and remedies in this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

11. No Waivers. Any waiver of any provision or of any breach of any provision in this Agreement shall be in writing and signed by the party waiving the provision or breach. No waiver of any breach of any provision herein shall be deemed a waiver of any preceding or succeeding

breach thereof or of any other provision herein. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

12. Attorneys' Fees. If any suit, action, or proceeding is brought by either party against the other party in connection with or arising out of this Agreement or any of the documents and instruments delivered in connection herewith or in connection with the transactions contemplated hereby, the prevailing party shall be entitled to recover from the other party its reasonable out-of-pocket costs and expenses, including without limitation reasonable attorneys' fees, incurred in connection with the prosecution or defense of the suit, action, or proceeding.

13. Abandonment. In the event Lot 1 Owner or its successors or assigns abandons or terminates its use of the Utility Easement or all of the improvements (including the Utility Improvements) within the Utility Easement Area for a period of twenty-four (24) consecutive months, this Agreement, the Utility Easement, and all rights granted hereunder shall terminate and revert back to Project Owner. For the purposes of this Section, "abandon" shall mean non-use of the Utility Easement and the Utility Improvements.

14. Mortgagee Consent. This Agreement may not be amended in any way that would materially or adversely affect the rights of any mortgagees of record against either the Project or Lot 1 without the consent of the mortgagees. If notice is given to a mortgagee at its last known address and no response is received within thirty (30) days after the delivery of notice, then consent shall be deemed granted and the amendment of this Agreement shall state that consent was requested and no response was given.

15. Notices. All notices, waivers, requests, demands, and consents required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. MST on a business day and the original is also sent via overnight courier or United States mail, whereby delivery is deemed to have occurred at the end of the day on which electronic transmission is completed. Any party shall change its address for purposes of this Agreement by giving written notice as provided in this Section, and notices, waivers, requests, demands, and consents shall only be valid if served in the manner provided. "Business day" means all days, excluding the following days: Saturdays, Sundays, and all days observed as legal holidays by the State of Utah and/or the US Federal Government.

Project Owner: c/o Hines
136 South Main Street, Suite 850
Salt Lake City, Utah 84101
Attn: Dusty Harris
Email: dusty.harris@hines.com

and c/o PIMCO
1633 Broadway
New York, New York 10019
Attn: Brent Jenkins
Email: brent.jenkins@pimco.com

and c/o PIMCO
650 Newport Center Drive
Newport Beach, California 92660
Attn: Joseph K. Friedman
Email: joe.friedman@pimco.com

With a copy to
its attorneys: Cheney Law Group
2825 E. Cottonwood Pkwy, Suite 500
Salt Lake City, UT 84121
Attn: Brian Cheney
Email: bcheney@cheneylawgroup.com

Lot 1 Owner: Aligned Data Centers (WVC) PropCo, LLC
c/o Aligned Energy
2800 Summit Avenue
Plano, TX 75074
Attn: David W. Robinson
Email: david.robinson@alignedenergy.com

With a copy to
its attorneys: Ray Quinney & Nebeker, P.C.
36 South State Street, Suite 1400
Salt Lake City, UT 84111
Attn: Allison Behjani
Email: abehjani@rqn.com

16. Time of the Essence. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed.

17. Governing Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Utah, without giving effect to any choice or conflict of law provision or rule (whether of the State of Utah or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Utah. Grantor and Grantee consent to personal jurisdiction and venue in the county and district courts located in Salt Lake County, Utah, which courts shall have exclusive jurisdiction over any suit, action, or proceeding (whether contract, tort, or otherwise or in law or equity) arising out of or in connection with this Agreement.

18. Partial Invalidity. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of the invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this

Agreement or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.

19. Easement, Rights and Obligations Subject to Existing Restrictions and Ordinances. The Utility Easement, Temporary Construction Easement and other rights and obligations in this Agreement are subject to: (a) any and all existing covenants, conditions, restrictions, and easements of record affecting the Utility Easement Area; and (b) all applicable building and zoning codes and ordinances.

20. Headings. Headings and captions used in this Agreement are for convenience only, do not define or limit the scope of this Agreement, and are not intended to interpret or change the meaning of any of the provisions of this Agreement.

21. Singular or Plural. The singular of any term, including any defined term, in this Agreement shall include the plural, and the plural of any term, including any defined term, in this Agreement, shall include the singular.

22. Counterparts; Amendments. This Agreement may be executed in one or more counterparts and, when executed and delivered by all parties in person, shall become one (1) integrated agreement enforceable on its terms. This Agreement supersedes all prior agreements between the parties with respect to the subject hereof and all discussions, understandings, offers, and negotiations with respect thereto, whether oral or written. This Agreement shall not be amended, except in a writing signed by each party hereto or their respective successors or assigns. If amended as permitted by this Section, the term "Agreement" shall thereafter be read as including all those amendments. All exhibits that are referenced in this Agreement or attached to it are incorporated herein and made a part hereof as if fully set forth in the body of the document.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

PROJECT OWNER:

WVC INDUSTRIAL LLC,
a Delaware limited liability company

By: Hines WVC Industrial Investor LLC,
its managing member

By: Hines WVC Industrial Associates LP,
its sole member

By: Hines Investment Management Holdings Limited Partnership,
its general partner

By: [Signature] SRM
Name: Dustin Harris
Its: Senior Managing Director

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

The foregoing instrument was acknowledged before me this 13 day of April, 2021 by Dustin Harris, the Senior Managing Director of Hines Investment Management Holdings Limited Partnership, the general partner of Hines WVC Industrial Associates LP, the sole member of Hines WVC Industrial Investor LLC, the managing member of WVC Industrial LLC, a Delaware limited liability company.

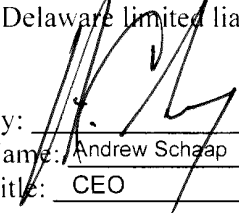
[Signature]
NOTARY PUBLIC

My Commission Expires: 12/31/2021



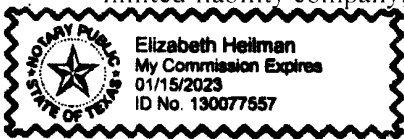
LOT 1 OWNER:

ALIGNED DATA CENTERS (WVC) PROPCO, LLC,
a Delaware limited liability company

By: 
Name: Andrew Schaap
Title: CEO

STATE OF TEXAS)
): ss.
COUNTY OF COLLIN)

The foregoing instrument was acknowledged before me this 27th day of April, 2021 by Andrew Schaap, the Chief Executive Officer of Aligned Data Centers (WVC) PropCo, LLC, a Delaware limited liability company, on behalf of such company.



Elizabeth Heilman
NOTARY PUBLIC

My Commission Expires: 01 / 15 / 23

CONSENT TO RECORD AND SUBORDINATION

The undersigned ZIONS BANCORPORATION, N.A., a National Banking Association d/b/a AMEGY BANK ("Lender") is the holder of that certain Trust Deed, Security Agreement, Assignment of Rents dated as of June 11, 2019, recorded June 24, 2019, as Instrument No. 13015004 in Book 10795 at Page 529 in the official records of Salt Lake County, Utah (the "Deed of Trust"), which constitutes a lien of record against the Project as more particularly described on Exhibit A. Lender hereby subordinates the lien and encumbrance of the Deed of Trust to this Agreement and Lender also hereby consents to the recordation of this Agreement in the official records of the Salt Lake County, Utah Recorder.

LENDER:

ZIONS BANCORPORATION, N.A.,
a National Banking Association
d/b/a AMEGY BANK

By: [Signature]
Name: Lauren Page
vice president

Its:

STATE OF TEXAS
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me on 04/13, 2021, by Lauren Page, the V of Zions Bancorporation, N.A., a National Banking Association d/b/a Amegy Bank, on behalf of such banking association.

[Signature]
NOTARY PUBLIC

My Commission Expires:

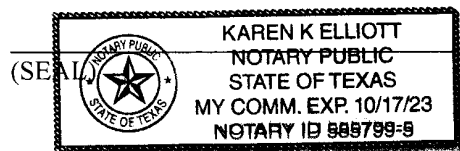


EXHIBIT A

PROJECT PROPERTY LEGAL DESCRIPTION

That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Lots 2, 3 and 4 and Parcel 'A', 201 Mountain View Park, according to the official plat thereof recorded in the Official Records of Salt Lake County as Entry No. 13004113 in Book 2019P at Page 178.

EXHIBIT B

LOT 1 LEGAL DESCRIPTION

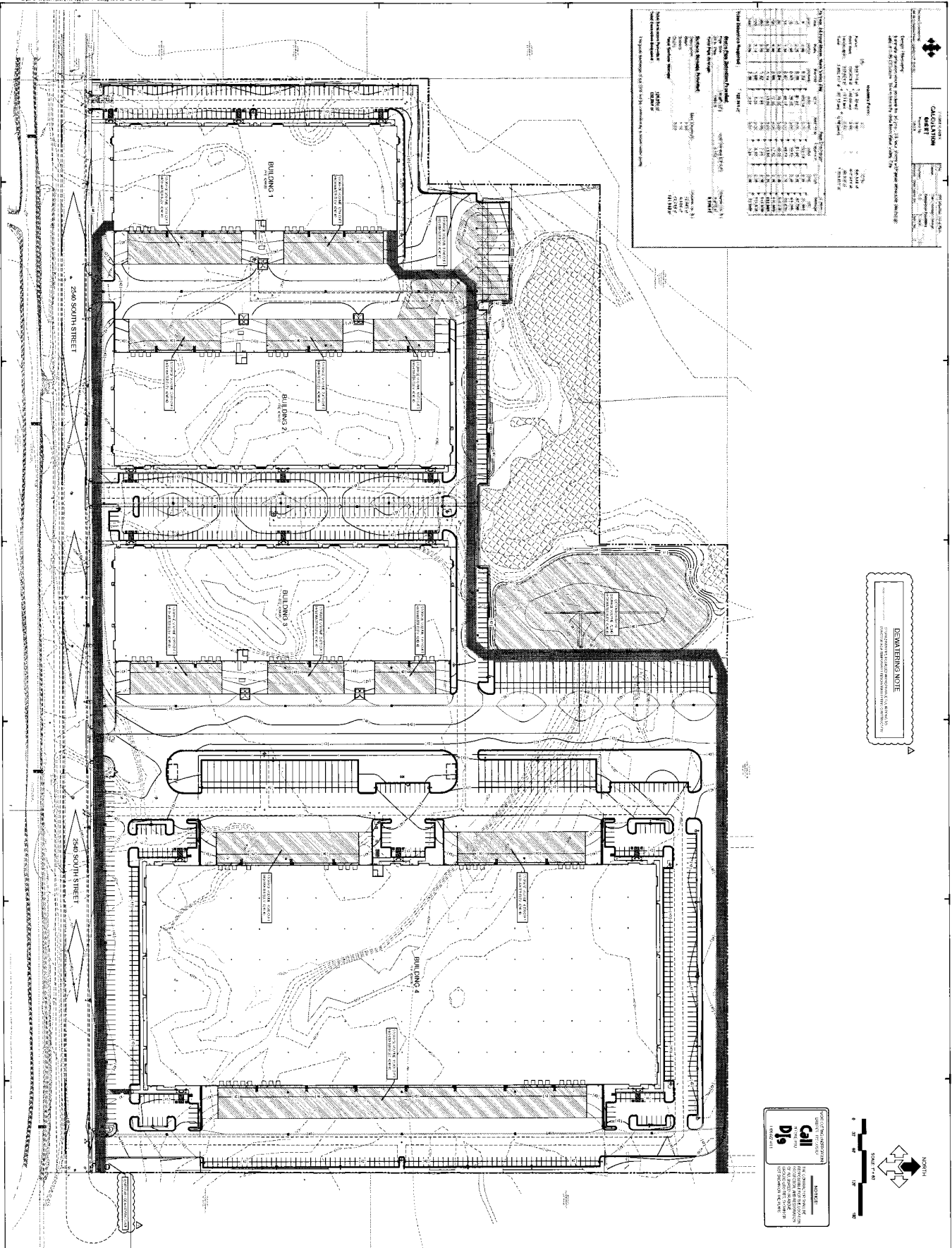
That certain real property located in Salt Lake County, State of Utah, more particularly described as follows:

Lot 1, 201 Mountain View Park, according to the official plat thereof recorded in the Official Records of Salt Lake County as Entry No. 13004113 in Book 2019P at Page 178.

EXHIBIT C

LOT 1 UTILITY EASEMENT AREA

[SEE ATTACHED]



CALCULATION

Project: 201 Mountain View Park
 Date: 02/23/2021
 Scale: 1" = 40'

Item	Description	Quantity	Unit	Price	Total
1	Excavation	1000	cu yd	12.00	12000.00
2	Fill	1000	cu yd	12.00	12000.00
3	Gravel	1000	cu yd	12.00	12000.00
4	Asphalt	1000	sq yd	12.00	12000.00
5	Concrete	1000	cu yd	12.00	12000.00
6	Rebar	1000	lb	12.00	12000.00
7	Formwork	1000	sq ft	12.00	12000.00
8	Drainage	1000	sq ft	12.00	12000.00
9	Landscaping	1000	sq ft	12.00	12000.00
10	Site Work	1000	sq ft	12.00	12000.00
11	Utilities	1000	sq ft	12.00	12000.00
12	Other	1000	sq ft	12.00	12000.00
13	Subtotal				120000.00
14	Contingency				12000.00
15	Total				132000.00

DEWATERING NOTE

1. ALL EXCAVATIONS SHALL BE DEWATERED PRIOR TO CONSTRUCTION.

2. DEWATERING SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION.

3. DEWATERING SHALL BE STOPPED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION.

Call Dls

McNeil Engineering

1111 South Valley Parkway, Suite 200, South Valley, Utah 84075, 801.255.7700

McNeil Engineering • Consulting & Landscape Architecture
 Structural Engineering • Land Surveying & HDS

REVISIONS

REV	DATE	DESCRIPTION
1	02/23/21	ISSUE FOR CONSTRUCTION PERMIT
2	02/23/21	ISSUE FOR DEWATERING NOTE

PROJECT NO. 201.00
DATE 02/23/2021
SCALE 1" = 40'

201 MOUNTAIN VIEW PARK

6279 WEST 2551 SOUTH
 WEST VALLEY, UTAH
 LOCATED IN THE SW 1/4 OF SECTION 25, T1S, R2W, S18&M

McNEIL ENGINEERING

Engineers and Landscape Design Professionals for Better Water and Better Living

1111 South Valley Parkway, Suite 200, South Valley, Utah 84075, 801.255.7700

McNeil Engineering • Consulting & Landscape Architecture
 Structural Engineering • Land Surveying & HDS

Power Easement 1

A strip of land 20.00 feet in width, situate within the Southwest Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in West Valley City, County of Salt Lake, State of Utah, said strip being portions of Lots 1 through 4, and Parcel 'A', 201 Mountain View Park, according to the official plat thereof, as recorded in the office of the County Recorder on June 6th, 2019, as Entry No.: 13004113, in Book 2019P, at Page 178, the sidelines of said strip are 10.00 feet both sides and concentric with the following described centerline:

Beginning at the East face of an existing building situate on said Lot 1, 201 Mountain View Park Subdivision, said point being South 0°13'23" East, along the West line of the Southwest Quarter and the west line of said subdivision, a distance of 683.69 feet and North 89°46'37" East, perpendicular to said West line of the Southwest Quarter, a distance of 276.43 feet, from the West Quarter Corner of said Section 23; and running thence North 89°54'49" East, a distance of 69.95 feet; thence North 44°54'49" East, a distance of 14.14 feet; thence North 0°05'11" West, parallel with the lot line common to Lots 1 and 2, a distance of 126.50 feet; thence North 44°54'49" East, a distance of 14.14 feet; thence North 89°54'49" East, parallel with the North lines of Lots 2 and 3, a distance of 665.51 feet; thence North 44°54'49" East, a distance of 14.14 feet; thence North 0°05'11" West, parallel with and 10.00 feet perpendicularly distant Westerly of the West line of Lots 3 and 4, a distance of 436.34 feet; thence North 45°00'45" East 14.12 feet, to a point 10.00 feet south of the North line of said Lot 4; thence South 89°53'19" East, parallel with said North line of Lot 4, a distance of 937.67 feet, to the East line of said Lot 4 and a point of termination for this description, said terminus point being South 87°41'12" East, a distance of 1992.94 feet, from aforesaid West Quarter Corner of said Section 23.

Contains: 45,850 Sq. Ft., or 1.053 Acres

Power Easement 2

A strip of land 20.00 feet in width, situate within the Southwest Quarter of Section 23, Township 1 South, Range 2 West, Salt Lake Base and Meridian, located in West Valley City, County of Salt Lake, State of Utah, said strip being portions of Lots 1 through 4, 201 Mountain View Park, according to the official plat thereof, as recorded in the office of the County Recorder on June 6th, 2019, as Entry No.: 13004113, in Book 2019P, at Page 178, the sidelines of said strip are 10.00 feet both sides and concentric with the following described centerline:

Beginning at the South face of an existing building situate on said Lot 1, 201 Mountain View Park Subdivision, said point being South 0°13'23" East, along the West line of the Southwest Quarter and the west line of said subdivision, a distance of 1193.13 feet and North 89°46'37" East, perpendicular to said West line of the Southwest Quarter, a distance of 265.18 feet, from the West Quarter Corner of said Section 23; and running thence South 0°05'11" East, parallel with the Lot line common to Lots 1 and 2, a distance of 20.54 feet; thence South 45°05'11" East, a distance of 14.14 feet, to a point 10.00 feet perpendicularly distant northerly of the North line of North line of Beagley Road; thence North 89°54'49" East, parallel with said North line, a distance of 1709.75 feet to the East line of said Lot 4, and a point of termination for this description, said terminus point being South 58°28'58" East, a distance of 2333.87 feet from aforesaid West Quarter Corner of said Section 23.

Contains: 34,886 Sq. Ft., or 0.801 of an Acre.

EXHIBIT D
TEMPORARY CONSTRUCTION EASEMENT AREA
[SEE ATTACHED]

EXHIBIT D

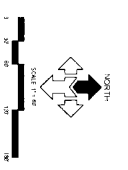
EXHIBIT D

DESIGNER'S NOTE

Construction access boundary for all work excluding concrete/soil trucks work to remain inside the 20' easement.

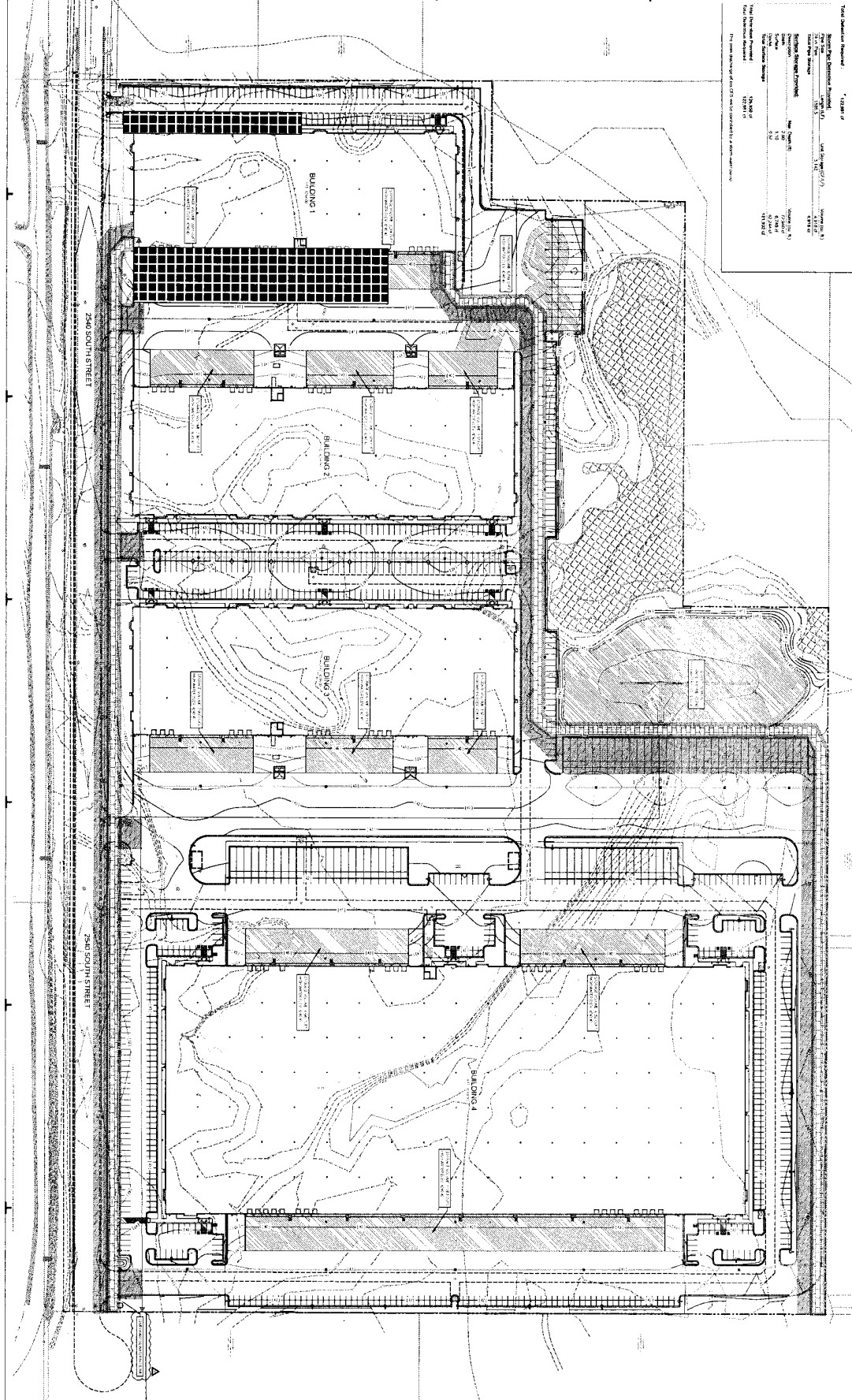
Construction easement for concrete/soil trucks will move in 50' sections as we pour the cutbank to limit disruption to site. Likely a couple of hours in each trip.

Easement lay down area.



PROPOSED CONSTRUCTION MATERIALS

Item	Quantity	Unit	Material
1	100	yd ³	Concrete
2	50	yd ³	Soil
3	20	yd ³	Gravel
4	10	yd ³	Asphalt
5	5	yd ³	Fill
6	2	yd ³	Structural Steel
7	1	yd ³	Reinforcing Steel
8	1	yd ³	Formwork
9	1	yd ³	Other
10	1	yd ³	Other
11	1	yd ³	Other
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99	1	yd ³	Other
100	1	yd ³	Other



REVISIONS

REV	DATE	DESCRIPTION
01	02/23/21	ISSUE FOR PERMITTING
02	02/23/21	ISSUE FOR PERMITTING
03	02/23/21	ISSUE FOR PERMITTING
04	02/23/21	ISSUE FOR PERMITTING
05	02/23/21	ISSUE FOR PERMITTING
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100	02/23/21	ISSUE FOR PERMITTING

201 MOUNTAIN VIEW PARK

6279 WEST 2551 SOUTH
WEST VALLEY, UTAH
LOCATED IN THE SW 1/4 OF SECTION 23, T1S, R2W, SLB&M

McNEIL ENGINEERING

McNeil Engineering, Inc. 1000 West Valley Parkway, Suite 200, West Valley, Utah 84115 (801) 226-7700

Civil Engineering • Consulting & Landscape Architecture
Structural Engineering • Land Surveying & P&S