

34

WHEN RECORDED MAIL TO:
Magna Metro Township
8952 West Main Street
Magna, UT 84044
ATTN: Greg Schulz
Salt Lake City, Utah 84190

TEMPORARY CONSTRUCTION AND PERPETUAL EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION AND PERPETUAL EASEMENT AGREEMENT (this "Agreement") is made effective as of the 26 day of June, 2020 (the "Effective Date"), by and between KENNECOTT UTAH COPPER LLC, a Utah limited liability company ("Grantor"), and MAGNA METRO TOWNSHIP, a body corporate and politic of the State of Utah ("Grantee").

A. Grantee is authorized by law to obtain temporary easements for construction purposes;

B. Grantee desires to extend that certain public road known as Beagley Road located at approximately 2550 South, Magna Metro Township, Salt Lake County Project No. EFCMC 19 0016 ("Beagley Road") over the portions of Grantor's real property depicted on Exhibit A attached hereto (the "Grantor Property");

C. Concurrently with this Agreement, at Grantee's request, Grantor has or will grant to Grantee by separate instruments certain perpetual easements (the "Perpetual Easements") for the use, maintenance, repair and replacement of Beagley Road over portions of the Grantor Property; and

D. Grantee also desires to obtain from Grantor and Grantor is willing to grant to Grantee temporary construction easements on necessary portions of the Grantor Property upon the terms set forth in this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grantor hereby grants to Grantee, and to Grantee's agents, employees,

13421022
10/08/2020 01:07 PM \$0.00
Book - 11035 Pg - 2451-2484
RASHELLE HOEBS
RECORDER, SALT LAKE COUNTY, UTAH

MAGNA METRO TOWNSHIP
SLED COUNCIL CLERK N WATT
2001 S STATE ST STE H2-700
SLC UT 84190
BY: JLA, DEPUTY - MA 34 P.

contractors and consultants, certain non-exclusive temporary construction easements (the "Temporary Construction Easements") in, on, over, under, across and through the necessary portions of the Grantor Property for (a) temporary vehicular and pedestrian access, ingress, and egress to and from adjacent property; (b) temporary storage of construction equipment and materials, and for construction staging; and (c) temporary construction and installation of Beagley Road. The Temporary Construction Easements are legally described in Exhibit B attached hereto. The Perpetual Easements are legally described in Exhibit C attached hereto. Grantee hereby agrees this Agreement shall apply to the Perpetual Easements and govern all activities of Grantee and Grantee's agents, employees, contractors and consultants on the Grantor Property. All work related to or arising out of the construction of Beagley Road shall be at the sole cost and risk of Grantee.

2. Grantee accepts the Perpetual Easements and the Temporary Construction Easements "AS IS", "WHERE IS", without warranties, either express or implied, "with all faults", including but not limited to both latent and patent defects, and the existence of hazardous substances, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Grantor Property, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

3. The term of the Temporary Construction Easements shall begin on the Effective Date and shall expire without further notice or condition upon the first to occur of the following: (a) final completion of Grantee's construction project for Beagley Road; or (b) December 31, 2020. Notwithstanding the foregoing, the expiration or earlier termination of the Temporary Construction Easements shall neither terminate the Perpetual Easements nor Grantee's obligations under this Agreement. This Agreement shall automatically terminate upon Grantor's conveyance to Grantee of fee title to the Grantor Property except for Grantee's obligations under this Agreement intended to survive termination.

4. Grantee covenants and agrees to minimize interference with the use and enjoyment of the Grantor Property by Grantor and its lessees, contractors and agents including, without limitation, coordinating in advance with Grantor's lessees to ensure the Grantee's activities do not unreasonably interfere with Grantor's lessees. Grantee further covenants and agrees to take all actions necessary to prevent damage to access roads, utility lines, canals, ditches, drainage channels, pumps, diversions, fences, gates, cattle guards, and all other existing facilities and improvements (the "**Existing Improvements**") located on the Grantor Property that could be impacted by Grantee's activities. Before the expiration of the Temporary Construction Easement, Grantee, at its sole expense, shall repair any and all damage to the Existing Improvements, refill all excavations made by Grantee, grade and replace soil, reseed the area, replace and/or repair irrigation systems, and otherwise restore the disturbed portions of the Grantor Property (other than Beagley Road) as near as reasonably possible to its pre-construction condition. This Section shall survive the expiration or earlier termination of the Temporary Construction Easement.

5. Grantee shall not grant additional easements, licenses, or rights-of-way within the Grantor Property without the prior written consent of Grantor.

6. Grantee shall comply and cause Grantee's agents, employees, contractors and consultants to comply with all applicable federal, state and local laws, statutes, regulations and ordinances ("**Applicable Laws**") and shall be responsible for obtaining all necessary permits and governmental approvals (the "**Project Permits**") required in connection with Grantee's construction project for Beagley Road. Grantee shall at all times keep the Grantor Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Grantor Property or any portion thereof on account of any act by or on behalf of Grantee,

Grantee shall, within thirty (30) days after notice from Grantor, cause such mechanics' lien to be removed from the Grantor Property. This Section shall survive the expiration or earlier termination of the Temporary Construction Easement.

7. Grantee shall indemnify, defend, and hold harmless Grantor and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants or representatives from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs on account of breach of this Agreement, violation of Applicable Laws and/or the Project Permits, mechanics' lien claims, injury or death of any person, or damages to property arising from or related to the use of the Grantor Property by Grantee and/or its employees, agents, contractors, subcontractors, advisors, consultants or representatives. Grantor, at Grantee's expense, shall have the right to participate in the defense of any claim. This Section shall survive the expiration or earlier termination of the Temporary Construction Easement.

8. At all times while this Agreement is in effect, Grantee shall maintain and cause all contractors and consultants to maintain policy of commercial general liability insurance, worker's compensation and automobile liability insurance (in form reasonably acceptable to Grantor) with respect to the Grantor Property and Grantee's activities thereon. The commercial general liability insurance policy shall be written on an occurrence basis and include contractual liability coverage to cover Grantee's indemnity obligations hereunder. Such policy shall have a limit of liability of \$3,000,000.00 combined single limit per occurrence. The commercial general liability insurance policy shall protect Grantor, its parent, subsidiaries and affiliates and its and their respective directors, officers, employees and agents from any and all liabilities and claims for damages for personal injury, bodily injury, including accidental death, and from

claims for property damage that may arise from Grantee's use, occupancy and operations under this Agreement or with respect to the Grantor Property, whether performed by Grantee itself, its contractors, or anyone directly or indirectly employed by them. Such policy shall name Grantor as an additional insured.

9. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise.

10. To the fullest extent permitted by law, under no circumstances shall Grantor be liable for any consequential, exemplary, punitive, special, indirect or incidental damages or economic losses arising out of any claim, demand, or action brought with respect to this Agreement.

11. This Agreement may be amended only by written instrument executed by all parties.

12. All of the grants, covenants, terms, provisions, and conditions in this Agreement shall run with the land and shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties.

13. This Agreement, including exhibits, constitutes the entire agreement of the parties and supersedes all prior understandings, representations, or agreements of the parties regarding the subject matter in this document.

14. Each individual executing this Agreement does hereby represent and warrant that he or she has been duly authorized to sign this Agreement in the capacity and for the entities identified.

15. The parties shall perform those acts and/or sign all documents required by this Agreement and which may be reasonably necessary to effectuate the terms of this Agreement.

16. The parties shall not, by virtue of this Agreement nor by the act of any party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

17. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the parties and their permitted successors and assigns.

18. Grantee may record this Agreement. Upon the expiration or earlier termination of this Agreement and within five days of Grantor's request, Grantee shall deliver to Grantor a release of the Temporary Construction Easements to remove this Agreement from title to the Grantor's property.

19. This Agreement shall be construed, administered and enforced according to the laws of the State of Utah.

20. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
dates below written to be effective as of the Effective Date.

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited
liability company formerly known as Kennecott Utah
Copper Corporation

Date: June _____, 2020

By: _____
Print Name: _____
Title: _____

GRANTEE:

MAGNA METRO TOWNSHIP, a body corporate
and politic of the State of Utah

Date: June 18, 2020

By: Dan W. Peck
Print Name: DAN W. PECK
Title: Mayor

Approved as to form:

Paul H. Ashton
Paul Ashton, counsel to Magna Metro Township

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

The foregoing instrument was acknowledged before me this ___ day of June, 2020, by _____, as _____ of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

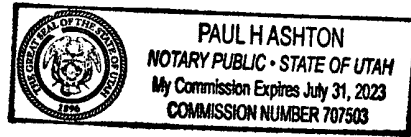
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 18 day of June, 2020, by Dan Pacy, as Mayor of MAGNA METRO TOWNSHIP, a body corporate and politic of the State of Utah.

Paul Hashton

NOTARY PUBLIC
Residing at: _____

My Commission Expires:



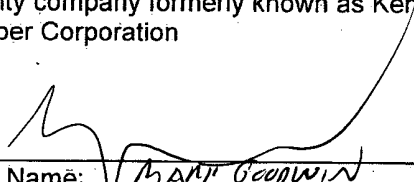
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the
dates below written to be effective as of the Effective Date.

Approved as to form
Rio Tinto Legal *HCT*
Hugh Thatcher
Chief Counsel - US

GRANTOR:

KENNECOTT UTAH COPPER LLC, a Utah limited liability company formerly known as Kennecott Utah Copper Corporation

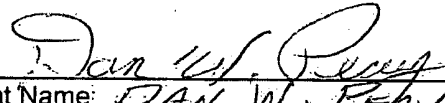
Date: June 26, 2020

By: 
Print Name: MATT GOODWIN
Title: GM FINANCE

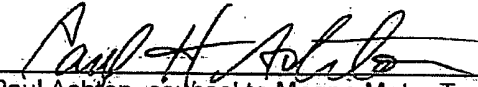
GRANTEE:

MAGNA METRO TOWNSHIP, a body corporate and politic of the State of Utah

Date: June 18, 2020

By: 
Print Name: DAN W. PEBY
Title: MAYOR

Approved as to form:


Paul Ashton, counsel to Magna Metro Township

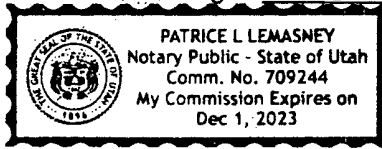
STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 26 day of June, 2020, by Mark Goodwin, as GM Finance of KENNECOTT UTAH COPPER LLC, a Utah limited liability company.

Patrice L Lemasney

NOTARY PUBLIC
Residing at: South Jordan

My Commission Expires:
Dec 1, 2023



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

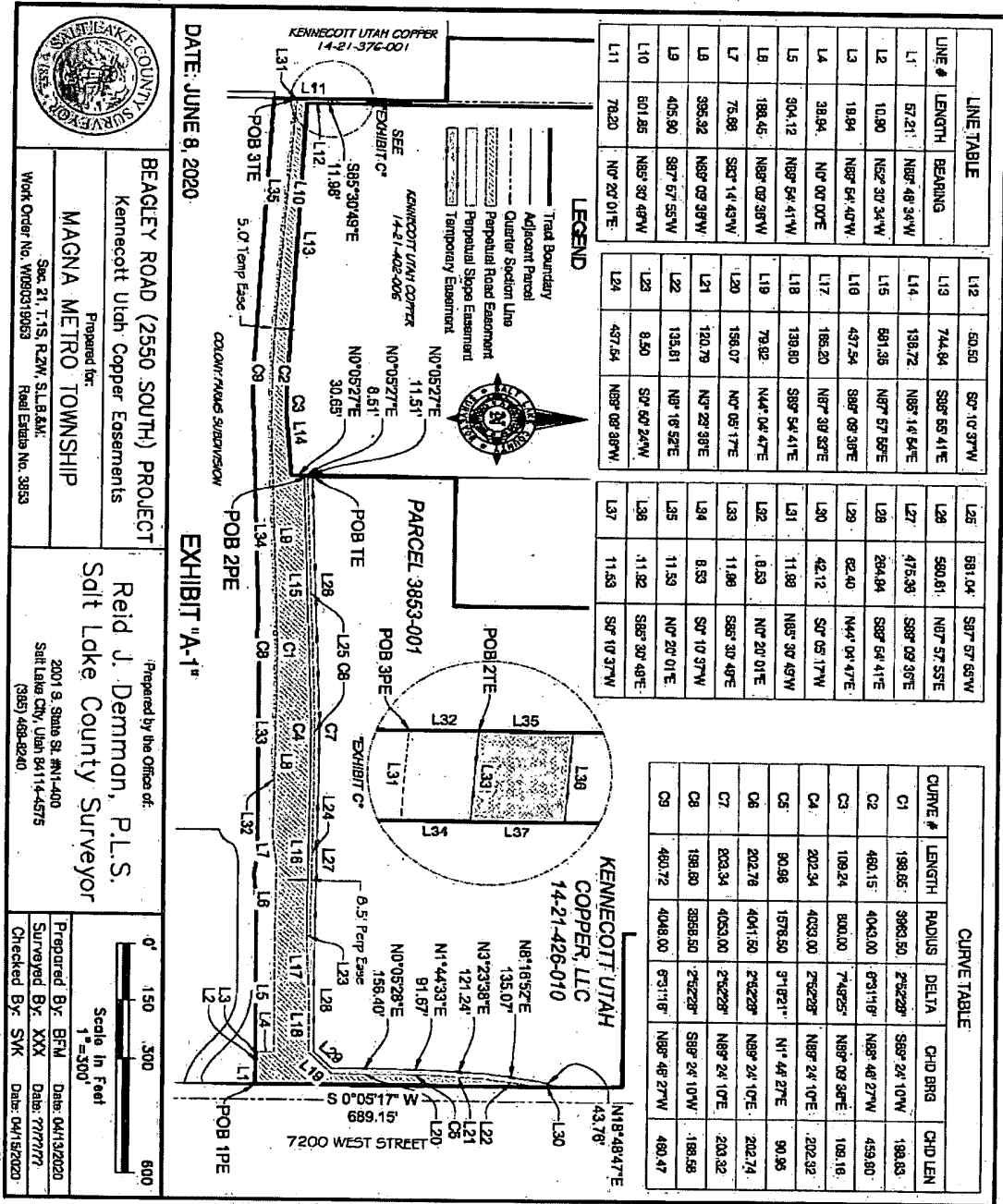
The foregoing instrument was acknowledged before me this ___ day of June, 2020, by _____, as _____ of MAGNA METRO TOWNSHIP, a body corporate and politic of the State of Utah.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

EXHIBIT A

DEPICTION OF GRANTOR PROPERTY



LINE TABLE		
LINE #	LENGTH	BEARING
L1	57.21	N89° 48' 34"W
L2	10.90	N59° 30' 34"W
L3	18.94	N89° 54' 40"W
L4	38.94	N0° 00' 00"E
L5	304.12	N89° 54' 41"W
L6	188.45	N89° 09' 39"W
L7	75.98	S83° 14' 43"W
L8	395.92	N89° 09' 39"W
L9	405.90	S87° 57' 55"W
L10	601.85	N89° 30' 49"W
L11	78.20	N0° 20' 01"E
L12	50.50	S0° 10' 37"W
L13	744.64	S89° 55' 41"E
L14	138.72	N89° 14' 54"E
L15	691.35	N87° 57' 59"E
L16	497.54	S89° 08' 39"E
L17	185.20	N87° 38' 32"E
L18	138.80	S89° 54' 41"E
L19	79.82	N44° 04' 47"E
L20	158.07	N0° 05' 17"E
L21	120.79	N0° 29' 38"E
L22	135.81	N0° 16' 52"E
L23	8.50	S0° 50' 24"W
L24	437.54	N89° 09' 38"W
L25	681.04	S87° 57' 59"W
L26	590.81	N07° 57' 55"E
L27	475.93	S89° 09' 39"E
L28	284.94	S89° 54' 41"E
L29	62.40	N44° 04' 47"E
L30	42.12	S0° 05' 17"W
L31	11.88	N89° 30' 49"W
L32	8.53	N0° 20' 01"E
L33	11.88	S89° 30' 49"E
L34	8.53	S0° 10' 37"W
L35	11.53	N0° 16' 52"E
L36	11.53	S87° 57' 59"W
L37	11.53	S89° 30' 49"E
L38	11.53	S87° 57' 59"W
L39	11.53	S89° 30' 49"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	199.85	3983.50	2°52'29"	S89° 24' 10"W	188.83
C2	460.15	4043.00	6°31'16"	N89° 48' 27"W	459.80
C3	109.24	800.00	7°49'25"	N89° 09' 38"E	108.16
C4	202.34	4033.00	2°52'29"	N89° 24' 10"E	202.32
C5	90.98	1576.50	3°18'21"	N1° 44' 27"E	90.99
C6	202.78	4041.50	2°52'29"	N89° 24' 10"E	202.74
C7	803.34	4053.00	2°52'29"	N89° 24' 10"E	203.32
C8	198.60	3983.50	2°52'29"	S89° 24' 10"W	188.58
C9	480.72	4048.00	6°31'16"	N89° 48' 27"W	480.47

DATE: JUNE 8, 2020

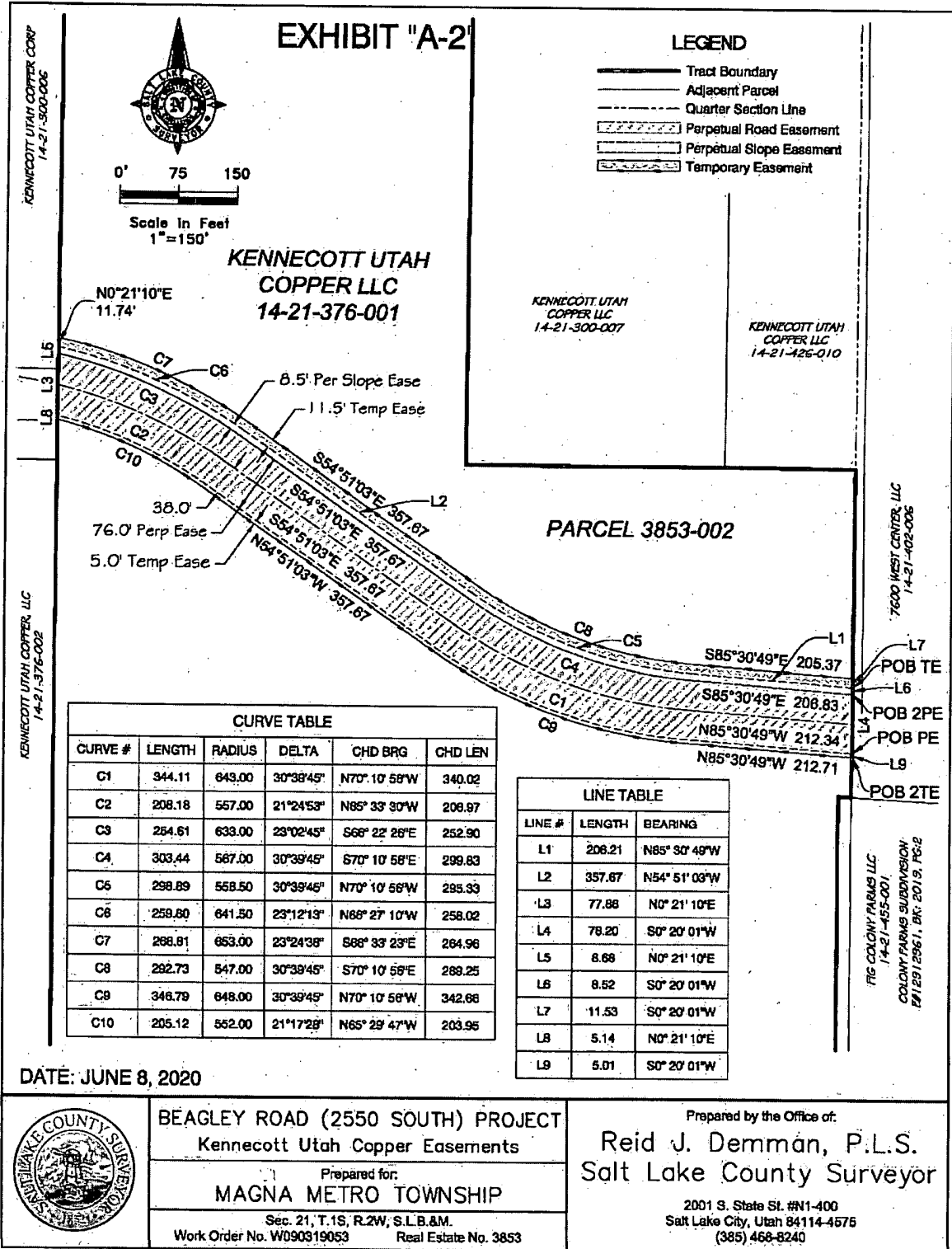
BEAGLEY ROAD (2550 SOUTH) PROJECT
 Kennebec Utah Copper Easements

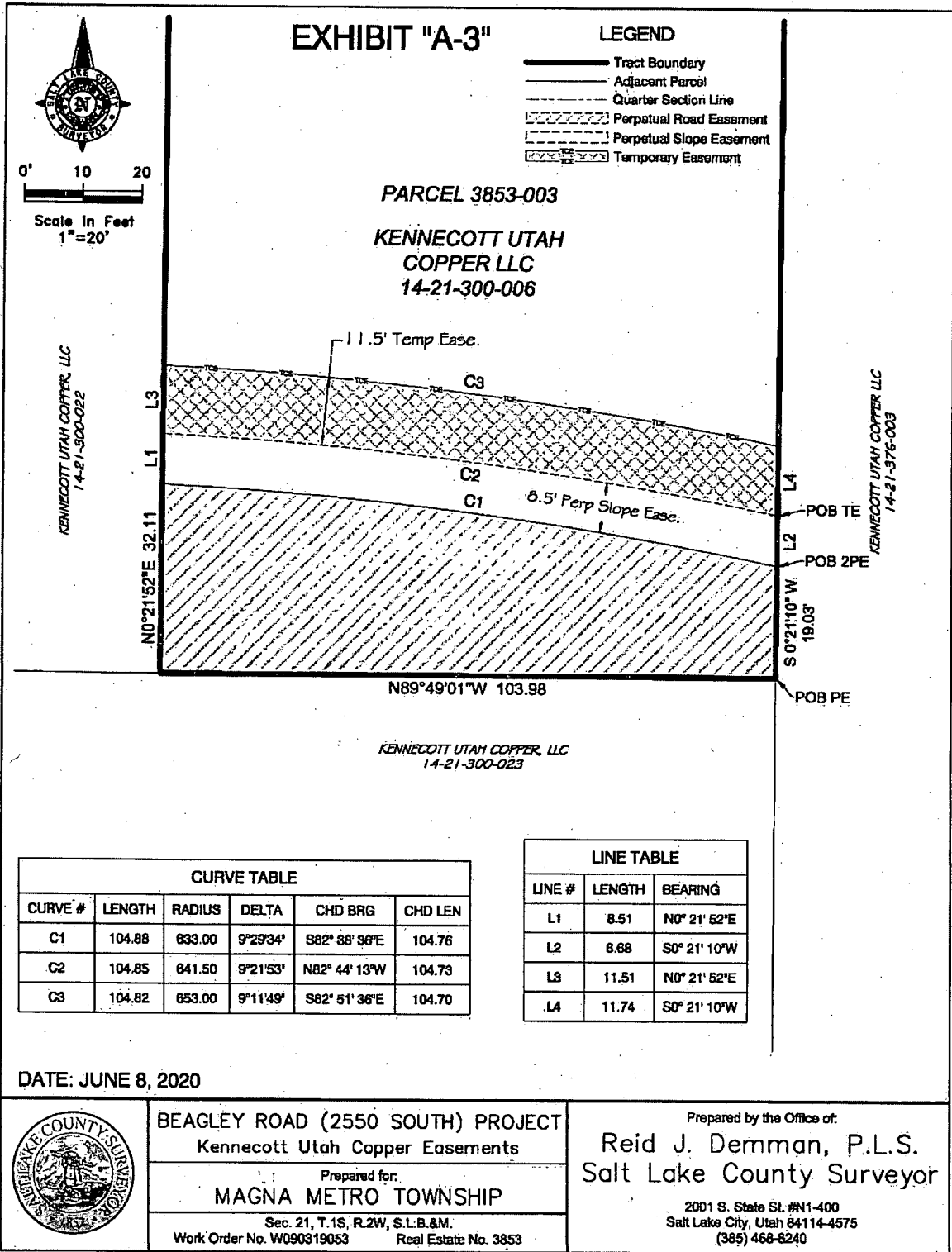
MAGNA METRO TOWNSHIP
 Prepared for:
 Sec. 21, T.1S, R.2W, S.L.B.&M.
 Work Order No. W090319053 Road Easement No. 3853

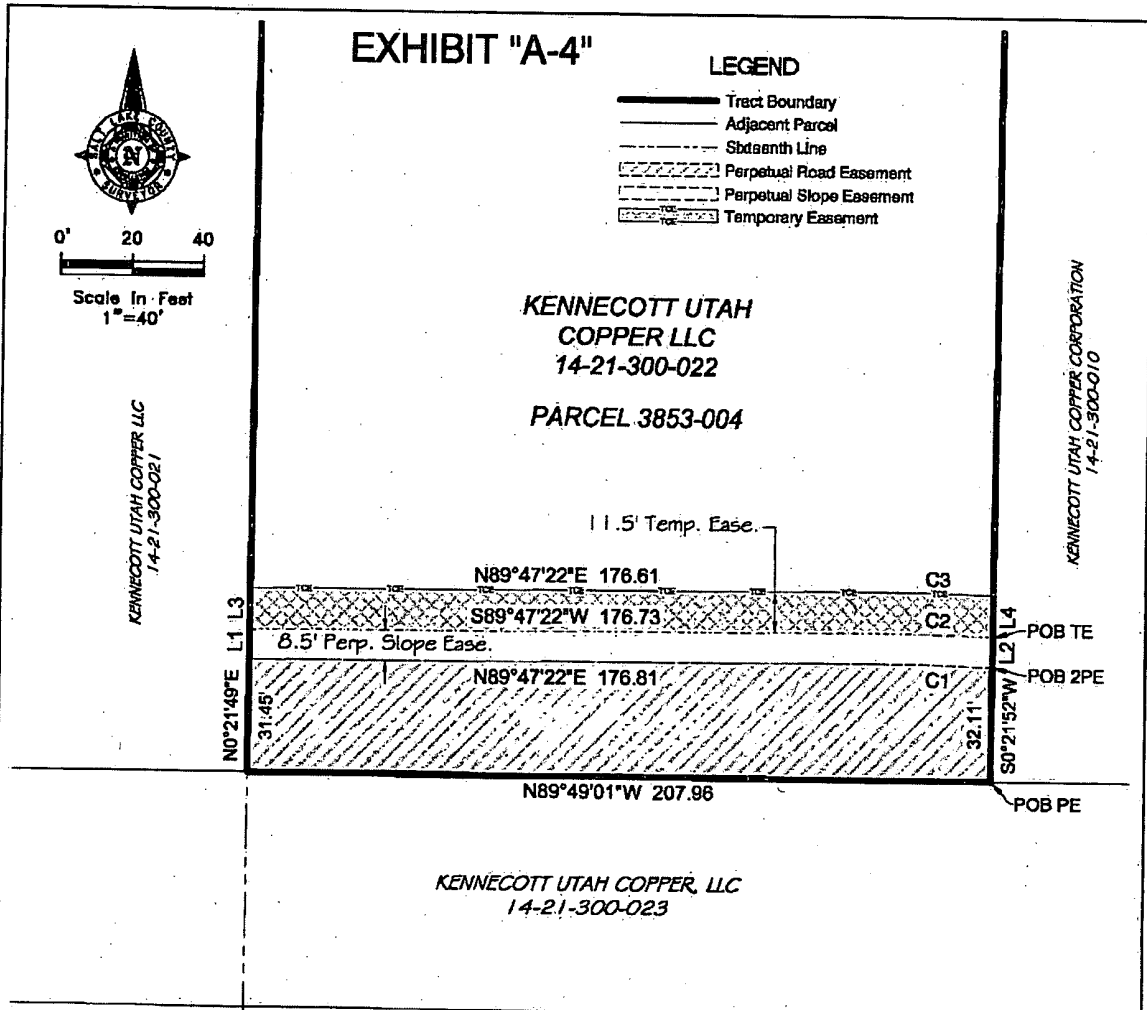
Reid J. Demman, P.L.S.
 Salt Lake County Surveyor
 2001 S. State St. #11400
 Salt Lake City, Utah 84114-4575
 (385) 488-8240

Prepared By: BFM Date: 04/13/2020
 Surveyed By: XXX Date: 7/7/77
 Checked By: SKK Date: 04/15/2020

Scale in Feet
 1" = 300'







CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	31.17	633.00	2°49'16"	S88° 48' 01"E	31.16
C2	31.25	641.50	2°47'28"	N88° 48' 54"W	31.25
C3	31.37	653.00	2°45'08"	S88° 50' 04"E	31.36

LINE TABLE		
LINE #	LENGTH	BEARING
L1	8.50	N0° 21' 49"E
L2	8.51	S0° 21' 52"W
L3	11.50	N0° 21' 49"E
L4	11.51	S0° 21' 52"W

DATE: JUNE 8, 2020



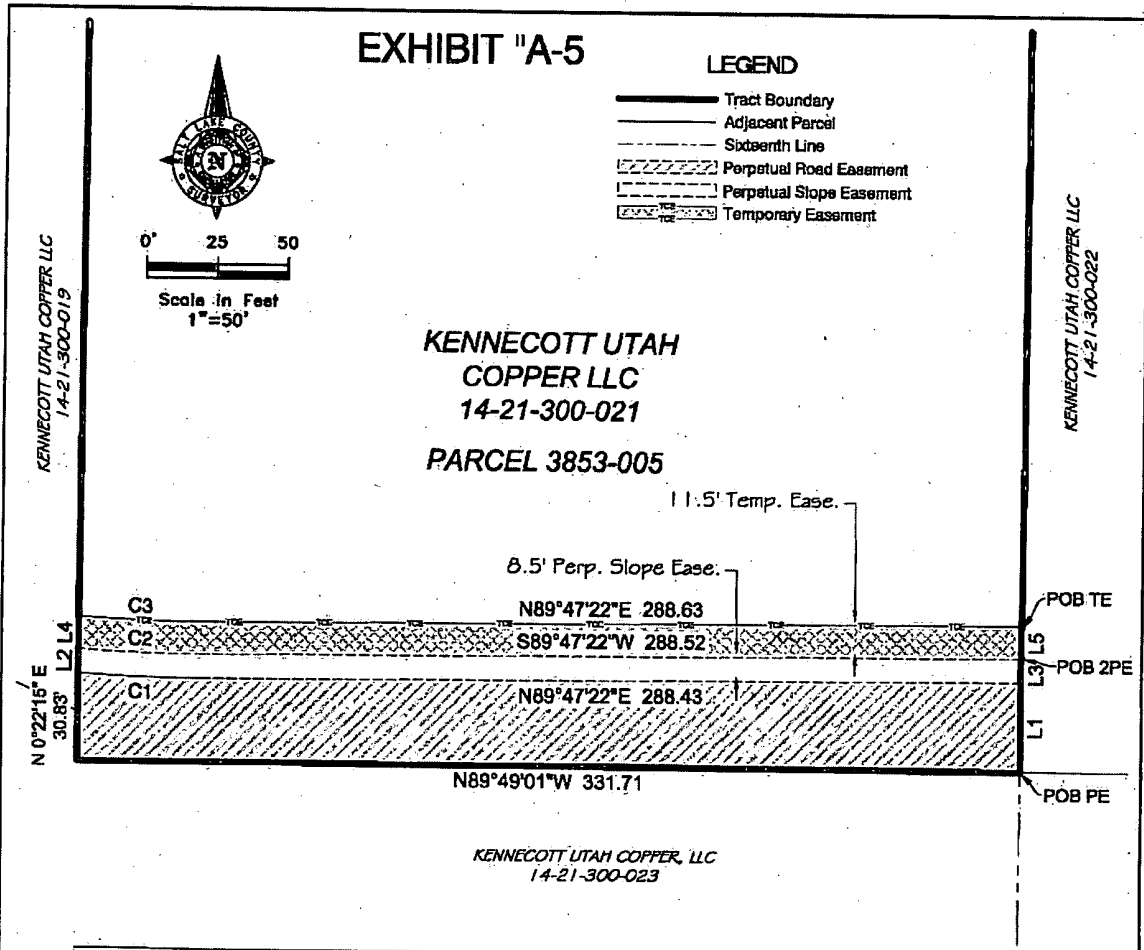
BEAGLEY ROAD (2550 SOUTH) PROJECT
 Kennecott Utah Copper Easements

Prepared for:
MAGNA METRO TOWNSHIP

Sec. 21, T. 1S, R. 2W, S.L.B.&M.
 Work Order No. W090319053 Real Estate No. 3853

Prepared by the Office of:
Reid J. Demman, P.L.S.
 Salt Lake County Surveyor

2001 S. State St. #N1-400
 Salt Lake City, Utah 84114-4575
 (385) 468-8240



CURVE TABLE						LINE TABLE		
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN	LINE #	LENGTH	BEARING
C1	43.32	567.00	4°22'38"	S88° 01' 20"E	43.31	L1	31.46	S0° 21' 49"W
C2	43.23	558.50	4°28'06"	N87° 59' 35"W	43.22	L2	8.52	N0° 22' 15"E
C3	43.12	547.00	4°30'58"	S87° 57' 09"E	43.10	L3	8.50	S0° 21' 49"W
						L4	11.53	N0° 22' 15"E
						L5	11.50	S0° 21' 49"W

DATE: JUNE 8, 2020

BEAGLEY ROAD (2550 SOUTH) PROJECT
 Kennecott Utah Copper Easements

Prepared for:
MAGNA METRO TOWNSHIP
 Sec. 21, T.1S, R.2W, S.L.B.&M.
 Work Order No. W090319053 Real Estate No. 3853

Prepared by the Office of:
Reid J. Demman, P.L.S.
 Salt Lake County Surveyor

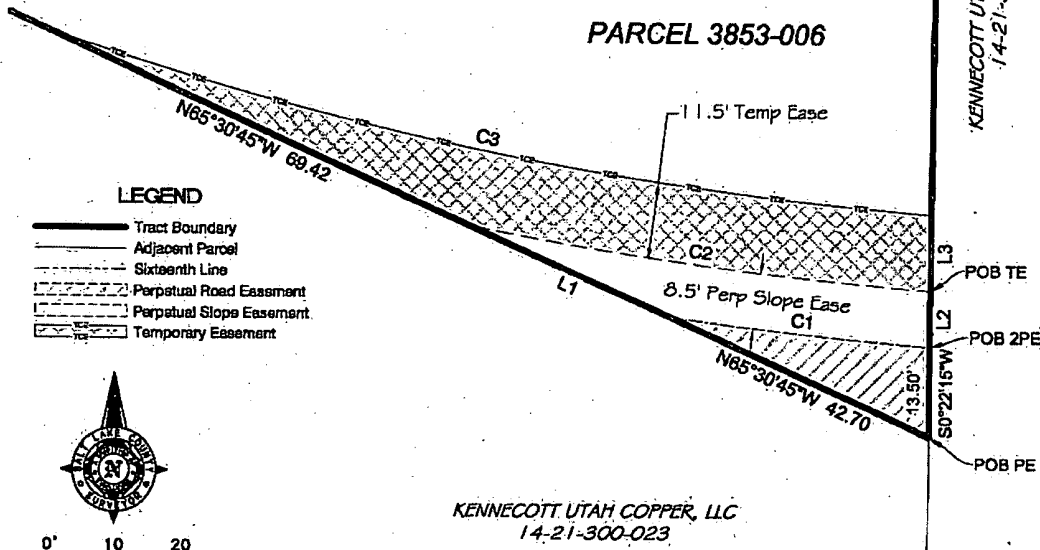
2001 S. State St. #N1-400
 Salt Lake City, Utah 84114-4575
 (385) 468-8240

EXHIBIT "A-6"

**KENNECOTT UTAH
 COPPER LLC
 14-21-300-019**

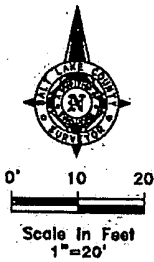
PARCEL 3853-006

KENNECOTT UTAH COPPER LLC
 14-21-300-019



LEGEND

- Tract Boundary
- Adjacent Parcel
- Sixteenth Line
- Perpetual Road Easement
- Perpetual Slope Easement
- Temporary Easement



**KENNECOTT UTAH COPPER, LLC
 14-21-300-023**

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	39.18	587.00	3°57'32"	S83° 51' 15"E	39.17
C2	70.14	558.50	7°11'44"	N82° 10' 40"W	70.09
C3	135.72	547.00	14°12'58"	S78° 35' 12"E	135.37

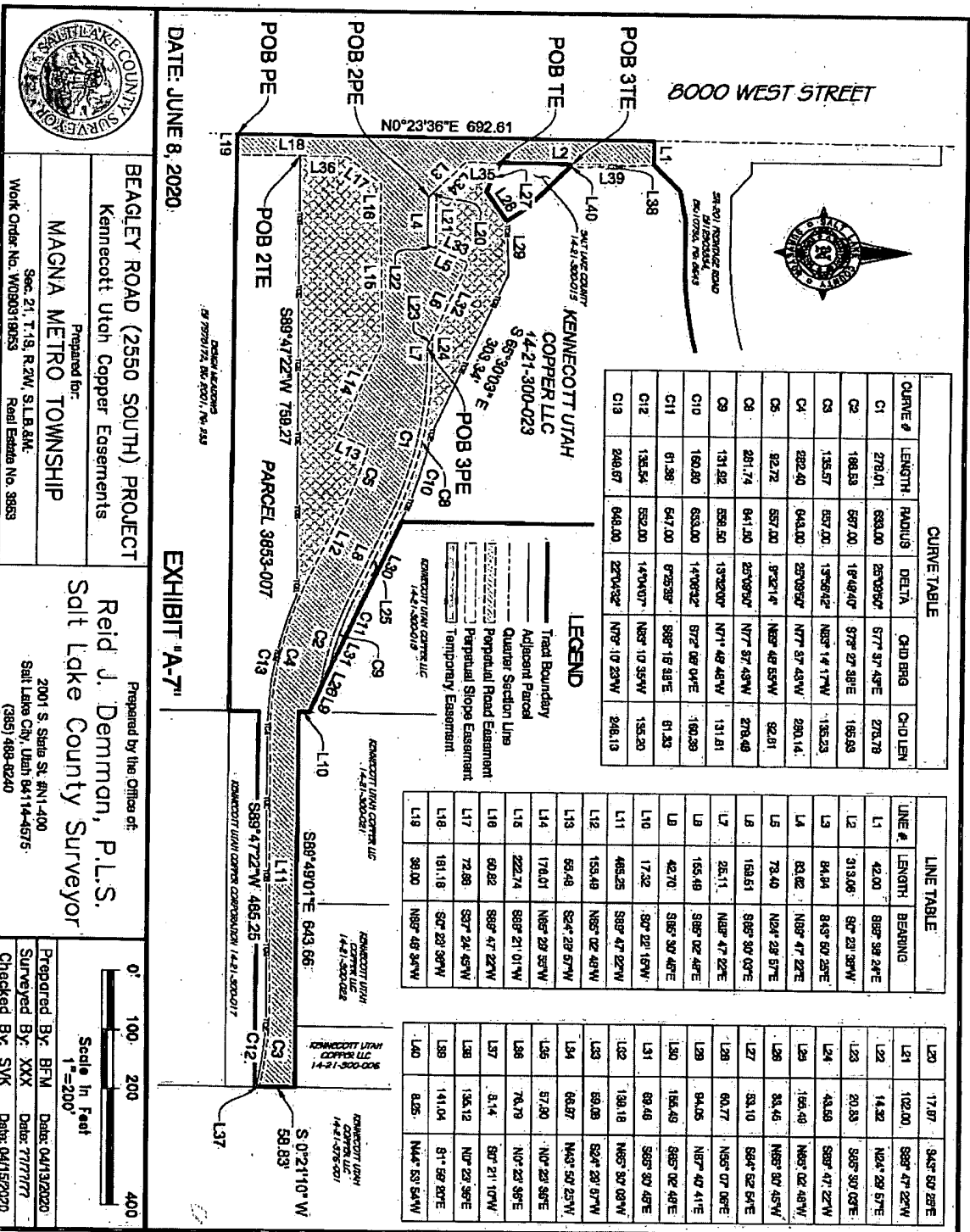
LINE TABLE		
LINE #	LENGTH	BEARING
L1	33.45	N65° 30' 45"W
L2	8.52	S0° 22' 15"W
L3	11.53	S0° 22' 15"W

DATE: JUNE 8, 2020



BEAGLEY ROAD (2550 SOUTH) PROJECT
 Kennecott Utah Copper Easements
 Prepared for:
MAGNA METRO TOWNSHIP
 Sec. 21, T.1S, R.2W, S.L.B.&M.
 Work Order No. W090319053 Real Estate No. 3853

Prepared by the Office of:
Reid J. Demman, P.L.S.
 Salt Lake County Surveyor
 2001 S. State St. #N1-400
 Salt Lake City, Utah 84114-4575
 (385) 468-8240



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	278.01	693.00	257050'	S77° 37' 43"E	273.78
C2	188.58	607.00	18° 48' 40"	S78° 27' 38"E	165.89
C3	135.57	607.00	13° 30' 42"	N83° 14' 17"W	135.23
C4	222.40	648.00	2370950'	N77° 57' 43"W	220.14
C5	92.72	657.00	9° 22' 14"	N82° 48' 55"W	92.01
C6	201.74	941.50	2370950'	N77° 57' 43"W	278.48
C9	131.92	659.50	13° 32' 00"	N71° 48' 48"W	131.81
C10	160.89	633.00	14° 08' 42"	S72° 02' 04"E	160.28
C11	61.36	647.00	6° 35' 39"	S88° 12' 33"E	61.33
C12	135.54	652.00	14° 04' 07"	N83° 10' 35"W	135.20
C13	248.87	648.00	270452'	N70° 10' 23"W	248.13

LINE TABLE

LINE #	LENGTH	BEARING
L1	42.00	S88° 38' 24"E
L2	313.06	S0° 29' 38"W
L3	84.94	S45° 50' 25"E
L4	83.82	N88° 47' 27"E
L5	73.40	N24° 28' 57"E
L6	169.61	S89° 30' 00"E
L7	25.11	N88° 47' 27"E
L8	155.49	S88° 02' 48"E
L9	42.70	S88° 30' 48"E
L10	17.32	S0° 22' 15"W
L11	485.25	S89° 47' 52"W
L12	153.48	N85° 02' 48"W
L13	65.48	S24° 29' 57"W
L14	178.01	N85° 29' 55"W
L15	222.74	S88° 21' 01"W
L16	60.82	S89° 47' 22"W
L17	72.88	S87° 24' 45"W
L18	161.18	S0° 23' 38"W
L19	38.00	N88° 48' 34"W

L20	17.87	S45° 50' 25"E
L21	102.00	S88° 47' 22"W
L22	14.82	N24° 29' 57"E
L23	20.83	S85° 30' 03"E
L24	43.88	S88° 47' 22"W
L25	166.48	N88° 47' 22"W
L26	33.45	N85° 30' 48"W
L27	33.10	S84° 52' 54"E
L28	60.77	N85° 07' 08"E
L29	94.05	N87° 40' 41"E
L30	156.49	S85° 02' 48"E
L31	69.48	S88° 30' 48"E
L32	139.18	N85° 30' 03"W
L33	69.08	S24° 29' 57"W
L34	68.87	N43° 50' 25"W
L35	57.80	N0° 22' 38"E
L36	78.78	N0° 22' 38"E
L37	8.14	S0° 21' 07"W
L38	135.12	N0° 22' 38"E
L39	141.04	S1° 58' 20"E
L40	8.25	N44° 53' 54"W

DATE: JUNE 8, 2020.

EXHIBIT "A-7"



BEAGLEY ROAD (2550 SOUTH) PROJECT
 Kennecott Utah Copper Easements
 Prepared for:
MAGNA METRO TOWNSHIP
 Sec. 21, T.18, R.2W, S.L.B. 84M.
 Work Order No. W090319053 Real Estate No. 3853

Prepared by the Office of:
Reid J. Demman, P.L.S.
 Salt Lake County Surveyor
 2001 S. State St. #N1-400
 Salt Lake City, Utah 84114-4575
 (385) 488-8240

Scale in Feet
 1"=200'
 Prepared By: BFM Date: 04/19/2020
 Surveyed By: XXX Date: 7/7/77/77
 Checked By: SVK Date: 04/19/2020

EXHIBIT B

LEGAL DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENTS

PARCEL 3853.001 (14-21-426-010)

Three temporary construction easements being part of an entire tract of land described in that Quit Claim Deed recorded October 2, 2018 as Entry No. 12860367 in Book 10718, at Page 2888 in the office of the Salt Lake County Recorder. Said temporary construction easements are located in the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and are described as follows:

3853.001:TE

Beginning at a point on a westerly boundary line of said entire tract, which is 1648.53 feet N. 89°51'01" W. along the southerly line of said Section 21 and 1001.22 feet North from the Southeast Corner of said Section 21; thence N. 00°05'27" E. 11.51 feet along said westerly boundary line of said entire tract; thence N. 87°57'55" E. 580.61 feet to the point of tangency with a 4053.00 – foot radius curve to the right, concave southerly; thence Easterly 203.34 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 89°09'36" E. 475.36 feet; thence S. 89°54'41" E. 264.94 feet; thence N. 44°04'47" E. 62.40 feet; thence N. 00°05'28" E. 156.40 feet; thence N. 01°44'33" E. 91.67 feet; thence N. 03°23'38" E. 121.24 feet; thence N. 08°16'52" E. 135.07 feet; thence N. 18°48'47" E. 43.76 feet to the westerly right-of-way line of 7200 West Street; thence S. 00°05'17" W. 42.12 feet along said westerly right of way line; thence S. 08°16'52" W. 135.81 feet; thence S. 03°23'38" W. 120.79 feet to the point of tangency with a 1576.50 – foot radius curve to the left, concave easterly; thence Southerly 90.96 feet along the arc of said curve, through a central angle of 03°18'21"; thence S. 00°05'17" W. 156.07 feet; thence S. 44°04'47" W. 79.92 feet; thence N. 89°54'41" W. 139.80 feet; thence S. 87°39'33" W. 165.20 feet; thence N. 00°50'24" E. 8.50 feet; thence N. 89°09'36" W. 437.54 feet to the point of tangency with a 4041.50 – foot radius curve to the left, concave southerly; thence Westerly 202.76 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 87°57'55" W. 581.04 feet to the **Point of Beginning**.

The above-described temporary construction easement contains 26,462 square feet in area of 0.607 acre, more or less

And

3853.001:2TE

Beginning at a point on a westerly boundary line of said entire tract, which is 2655.57 feet N. 89°51'01" W. along the southerly line of said Section 21 and 1046.40 feet N. 00°20'01" E. along the Quarter Section line from the Southeast Corner of said Section 21; thence N. 00°20'01" E. 11.53 feet along said westerly boundary line of said entire tract; thence S. 85°30'49" E. 11.92 feet to a easterly boundary line of entire tract; thence S. 00°10'37" W.

11.53 feet along said easterly boundary line; thence N. 85°30'49" W. 11.96 feet to the **Point of Beginning**.

The above-described temporary construction easement contains 137 square feet in area or 0.003 acres, more or less

And

3853.001:3TE

Beginning at a point on a westerly boundary line of said entire tract, which is 2655.57 feet N. 89°51'01" W. along the southerly line of said Section 21 and 956.67 feet N. 00°20'01" E. along the Quarter Section line from the Southeast Corner of said Section 21; thence N. 00°20'01" E. 5.01 feet along said westerly boundary line of said entire tract; thence S. 85°30'49" E. 501.85 feet to the point of tangency with a 4043.00 – foot radius curve to the left, concave northerly; thence Easterly 460.15 feet along the arc of said curve, through a central angle of 06°31'16"; thence N. 87°57'55" E. 405.90 feet to the point of tangency with a 3963.50 foot radius curve to the right, concave southerly; thence Easterly 198.85 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 89°09'36" E. 245.32 feet; thence S. 00°50'24" W. 5.00 feet; thence N. 89°09'36" W. 245.32 feet to the point of tangency with a 3958.50 – foot radius curve to the left, concave northerly; thence Westerly 198.60 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 87°57'55" W. 405.90 feet to the point of tangency with a 4048.00 – foot radius curve to the right, concave northerly; thence Westerly 460.72 feet along the arc of said curve, through a central angle of 06°31'16"; thence N. 85°30'49" W. 501.49 feet to the **Point of Beginning**.

The above-described temporary construction easement contains 9,051 square feet in area or 0.208 acres, more or less

PARCEL 3853.002 (14-21-376-003)

Two temporary construction easements being part of an entire tract of land described as Parcel 8 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said temporary construction easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and are described as follows:

3853.002:TE

Beginning at a point on the easterly boundary line of said entire tract and the easterly line of the Southwest Quarter of Section 21, which is 2655.17 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1046.39 feet N. 00°20'01" E. from the Southwesterly Corner of said Section 21; thence N. 85°30'49" W. 206.21 feet to the point of tangency with a 558.50 – foot radius curve to the right, concave northerly; thence Westerly 298.89 feet along the arc of said

curve, through a central angle of 30°39'45"; thence N. 54°51'03" W. 357.67 feet to the point of tangency with a 641.50 – foot radius curve to the left, concave southwesterly; thence Northeasterly 259.80 feet along the arc of said curve, through a central angle of 23°12'13" to the westerly boundary line of said entire tract; thence N. 00°21'10" E. 11.74 feet along said westerly boundary line to the point of non-tangency with a 653.00 – foot radius curve to the right, concave southwesterly (Radius point bears S. 11°44'18" W.); thence Southeasterly 266.81 feet along the arc of said curve, through a central angle of 23°24'38"; thence S. 54°51'03" E. 357.67 feet to the point of tangency with a 547.00 – foot radius curve to the left, concave northerly; thence Easterly 292.73 feet along the arc of said curve, through a central angle of 30°39'45"; thence S. 85°30'49" E. 205.37 feet to the easterly boundary line of said entire tract and Quarter Section line; thence S. 00°20'01" W. 11.53 feet along said lines to the **Point of Beginning**.

The above-described temporary construction easement contains 12,910 square feet in area or 0.296 acres, more or less

And

3853.002:2TE

Beginning at a point on the easterly boundary line of said entire tract and the easterly line of the Southwest Quarter of Section 21, which is 2655.17 feet S. 89°51'17" E. along the southerly line of said Section 21 and 956.66 feet N. 00°20'01" E. from the Southwesterly Corner of said Section 21; thence N. 85°30'49" W. 212.71 feet to the point of tangency with a 648.00 –foot radius curve to the right, concave northerly; thence Westerly 346.79 feet along the arc of said curve, through a central angle of 30°39'45"; thence N. 54°51'03" W. 357.67 feet to the point of tangency with a 552.00 – foot radius curve to the left, concave southwesterly; thence Northeasterly 205.12 feet along the arc of said curve, through a central angle of 21°17'28" to the westerly boundary line of said entire tract; thence N. 00°21'10" E. 5.14 feet along said westerly boundary line to a point of non-tangency with a 557.00 – foot radius curve to the right, concave southwesterly (Radius point bears S. 13°44'04" W.); thence Southeasterly 208.18 feet along the arc of said curve, through a central angle of 21°24'53"; thence S. 54°51'03" E. 357.67 feet to the point of tangency with a 643.00 – foot radius curve to the left, concave northerly; thence Easterly 344.11 feet along the arc of said curve, through a central angle of 30°39'45"; thence S. 85°30'49" E. 212.34 feet to said easterly boundary line and Quarter Section line; thence S. 00°20'01" W. 5.01 feet along said lines to the **Point of Beginning**.

The above-described temporary construction easement contains 5,606 square feet in area or 0.129 acres, more or less

PARCEL 3853.003 (14-21-300-006)

A temporary construction easement being part of an entire tract of land described as Parcel No. 2 in that Warranty Deed recorded November 21, 1989 as Entry No. 4850413 in Book 6177, at

Page 1715 in the office of the Salt Lake County Recorder. Said temporary construction easement is located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.003:TE

Beginning at a point on the easterly boundary line of said entire tract 1639.80 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1469.08 feet N. 00°21'10" E. from the Southwesterly Corner of said Section 21; thence Westerly 104.85 feet along the arc of a non-tangent 641.50-foot radius curve to the left, concave southerly (Radius Point bears S. 11°56'43" W.); through a central angle of 09°21'53", to the westerly boundary line of said entire tract; thence N. 00°21'52" E. (Record = North) 11.51 feet along said westerly boundary line to a point of non-tangency with a 653.00-foot radius curve to the right, concave southerly (Radius point bears S. 02°32'29" W.); thence Easterly 104.82 feet along the arc of said curve, through a central angle of 09°11'49", to said easterly boundary line; thence S. 00°21'10" W. (Record = South) 11.74 feet along said easterly boundary line to the **Point of Beginning**.

The above-described temporary construction easement contains 1,206 square feet in area or 0.028 acre, more or less

PARCEL 3853.004 (14-21-300-022)

A temporary construction easement being part of an entire tract of land described as Parcel 9 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said temporary construction easement is located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.004:TE

Beginning at a point on the easterly boundary line of said entire tract, which is 1544.96 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1482.05 feet North from the Southwesterly Corner of said Section 21, at a point of non-tangency with a 641.50 foot radius curve to the left, concave southerly (Radius point bears S. 02°34'50" W.); thence Westerly 31.25 feet along the arc of said curve, through a central angle of 02°47'28"; thence S. 89°47'22" W. 176.73 feet to the westerly boundary line of said entire tract and the westerly sixteenth line of the Southwest Quarter said Section 21; thence N. 00°21'49" E. (Record = North) 11.50 feet along said lines; thence N. 89°47'22" E. 176.61 feet to the point of tangency with a 653.00 – foot radius curve to the right, concave southerly; thence Easterly 31.37 feet along the arc of said curve, through a central angle of 02°45'08" to said easterly boundary line; thence S. 00°21'52" W. (Record = South) 11.51 feet along said easterly boundary line to the **Point of Beginning**.

The above-described temporary construction easement contains 2,392 square feet in area or 0.055 acre, more or less.

PARCEL 3853.005 (14-21-300-021)

A temporary construction easement being part of an entire tract of land described as Parcel 10 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said temporary construction easement is located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.005:TE

Beginning at a point on the easterly boundary line of said entire tract and the westerly sixteenth line of the Southwest Quarter said Section 21, which is 1327.58 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1481.53 feet N. 00°21'49" E. along said westerly sixteenth line from the Southwesterly Corner of said Section 21; thence S. 89°47'22" W. 288.52 feet to the point of tangency with a 558.50 foot radius curve to the right, concave northerly; thence Westerly 43.23 feet along the arc of said curve, through a central angle of 04°26'06" to the westerly boundary line of said entire tract; thence N. 00°22'15" E. (Record = North) 11.53 feet along said westerly boundary line to a point of non-tangency with a 547.00-foot radius curve to the left, concave northerly (Radius point bears N. 04°18'20" E.); thence Easterly 43.12 feet along the arc of said curve, through a central angle of 04°30'58"; thence N. 89°47'22" E. 288.63 feet to said easterly boundary line and westerly sixteenth line; thence S. 00°21'49" W. 11.50 feet along said easterly boundary line and westerly sixteenth line, to the **Point of Beginning**.

The above-described temporary construction easement contains 3,816 square feet in area or 0.088 acre, more or less

PARCEL 3853.006 (14-21-300-019)

A temporary construction easement being part of an entire tract of land described as Parcel 11 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said temporary construction easement is located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.006:TE

Beginning at a point on the easterly boundary line of said entire tract, which is 1005.28 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1481.13 feet North from the Southwesterly Corner of said Section 21, at a point of non-tangency with a 558.50-foot radius curve to the right, concave northerly (Radius point bears N. 04°13'28" E.); thence Westerly

B-5

70.14 feet along the arc of said curve, through a central angle of $07^{\circ}11'44''$ to the southwesterly boundary line of said entire tract; thence N. $65^{\circ}30'45''$ W. 69.42 feet (Record = North $65^{\circ}53'$ West) along said southwesterly boundary line to a point of non-tangency with a 547.00-foot radius curve to the left, concave northerly (Radius point bears N. $18^{\circ}31'16''$ E.); thence Easterly 135.72 feet along the arc of said curve, through a central angle of $14^{\circ}12'56''$ to said easterly boundary line; thence S. $00^{\circ}22'15''$ W. (Record = South) 11.53 feet along said easterly boundary line to the **Point of Beginning**.

The above-described temporary construction easement contains 1,135 square feet in area of 0.026 acre, more or less

PARCEL 3853.007 (14-21-300-023)

Three temporary construction easements being part of an entire tract of land described as Parcel 12 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said temporary construction easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and are described as follows:

3853.007:TE

Beginning at a point which is 42.00 feet perpendicular distance easterly of the westerly line of said Section 21 at the southwesterly corner of a parcel of land described in that Special Warranty Deed recorded September 18, 1987 as Entry No. 4524364 in Book 5962, at Page 1136 in the office of said Recorder, which is 1764.33 feet N. $00^{\circ}23'36''$ E. along the westerly line of said Section 21 and 42.00 feet East from the Southwesterly Corner of said Section 21; thence along the southwesterly and southeasterly boundary line of said parcel of land the following two (2) courses: 1) S. $64^{\circ}52'54''$ E. 53.10 feet (Record = South $65^{\circ}16'14''$ East 53.91); 2) N. $55^{\circ}07'06''$ E. (Record = North $54^{\circ}43'46''$ East) 60.77 feet; thence N. $87^{\circ}40'41''$ E. 94.05 feet; thence S. $65^{\circ}30'03''$ E. 303.34 feet to the point of non-tangency with a 653.00 – foot radius curve to the right, concave southerly (Radius point bears S. $10^{\circ}50'40''$ W.); thence Easterly 160.80 feet along the arc of said curve, through a central angle of $14^{\circ}06'32''$; thence S. $65^{\circ}02'48''$ E. 155.49 feet to the point of tangency with a 547.00 – foot radius curve to the left, concave northerly; thence Easterly 61.36 feet along the arc of said curve, through a central angle of $06^{\circ}25'39''$ to the northeasterly boundary line of said entire tract; thence S. $65^{\circ}30'45''$ E. (Record = North $65^{\circ}53'$ West) 69.46 feet along said northeasterly boundary line to a point of non-tangency with a 558.50 – foot radius curve to the right, concave northerly (Radius point bears N. $11^{\circ}25'11''$ E.); thence Westerly 131.92 feet along the arc of said curve, through a central angle of $13^{\circ}32'00''$; thence N. $65^{\circ}02'48''$ W. 155.49 feet to the point of tangency with a 641.50 – foot radius curve to the left, concave southerly; thence Westerly 281.74 feet along the arc of said curve, through a central angle of $25^{\circ}09'50''$; thence S. $89^{\circ}47'22''$ W. 43.58 feet; thence N. $65^{\circ}30'03''$ W. 139.18 feet; thence S. $24^{\circ}29'57''$ W. 59.08 feet; thence S. $89^{\circ}47'22''$ W. 102.00 feet; thence N. $43^{\circ}50'25''$ W. 66.97 feet to a point 42.00 feet perpendicular distant

easterly of said westerly line of Section 21; thence N. $00^{\circ}23'36''$ E. 57.90 feet to the **Point of Beginning**.

The above-described temporary construction easement contains 38,142 square feet in area or 0.875 acre, more or less

And

3853.007:2TE

Beginning at a point 36.00 feet perpendicular distance easterly of the westerly line of said Section 21, which is 1431.42 feet N. $00^{\circ}23'36''$ E. along the westerly line of said Section 21 and 36.00 feet East from the Southwesterly Corner of said Section 2; thence N. $00^{\circ}23'36''$ E. 76.79 feet; thence N. $37^{\circ}24'45''$ E. 72.86 feet; thence N. $89^{\circ}47'22''$ E. 50.82 feet; thence N. $88^{\circ}21'01''$ E. 222.74 feet; thence S. $65^{\circ}29'55''$ E. 176.01 feet; thence N. $24^{\circ}29'57''$ E. 55.48 feet to a point of non-tangency with a 557.00-foot radius curve to the right, concave southerly (Radius point bears S. $15^{\circ}24'58''$ W.); thence Easterly 92.72 feet along the arc of said curve, through a central angle of $09^{\circ}32'14''$; thence S. $65^{\circ}02'48''$ E. 155.49 feet to the point of tangency with a 643.00-foot radius curve to the left, concave northerly; thence Easterly 282.40 feet along the arc of said curve, through a central angle of $25^{\circ}09'50''$; thence N. $89^{\circ}47'22''$ E. 465.25 feet to the point of tangency with a 557.00-foot radius curve to the right, concave southerly; thence Easterly 135.57 feet along the arc of said curve, through a central angle of $13^{\circ}56'42''$ to an easterly boundary line of said entire tract; thence S. $00^{\circ}21'10''$ W. (Deed = South) 5.14 feet along said easterly boundary line, to a point of non-tangency with a 552.00-foot radius curve to the left, concave southerly (Radius point bears S. $13^{\circ}51'28''$ W.); thence Westerly 135.54 feet along the arc of said curve, through a central angle of $14^{\circ}04'07''$; thence S. $89^{\circ}47'22''$ W. 465.25 feet to the point of tangency with a 648.00-foot radius curve to the right, concave northerly; thence Westerly 249.67 feet along the arc of said curve, through a central angle of $22^{\circ}04'32''$; thence S. $89^{\circ}47'22''$ W. 759.27 feet to the **Point of Beginning**.

The above-described temporary construction easement contains 81,508 square feet in area or 1.871 acres, more or less

And

3853.007:3TE

Beginning at a point 42.00 feet perpendicular distance easterly of the westerly line of said Section 21 at the northwesterly corner of a parcel of land described in that Special Warranty Deed recorded September 18, 1987 as Entry No. 4524364 in Book 5962, at Page 1136 in the office of said Recorder, said point is 1884.38 feet N. $00^{\circ}23'36''$ E. along the westerly line of said Section 21 and 42.00 feet East from the Southwesterly Corner of said Section 21; thence N. $00^{\circ}23'36''$ E. 135.12 feet along a line parallel with and 42.00 feet perpendicular distant easterly of said westerly line of Section 21 to a southerly boundary line of a parcel of land described in that Quit Claim Deed recorded December 14, 2018 as Entry No. 12903854 in Book

10738, at Page 8643 in the office of said Recorder; thence S. 01°59'20" E. 141.04 feet to a northeasterly boundary line of said parcel of land; thence N. 44°53'54" W. (Deed = North 45°17'14" West) 8.25 feet along said northeasterly boundary line to the **Point of Beginning**.

The above-described temporary construction easement contains 396 square feet in area or 0.009 acre, more or less.

EXHIBIT C

LEGAL DESCRIPTION OF PERPETUAL EASEMENTS

PARCEL 3853.001 (14-21-426-010)

Three perpetual easements being part of an entire tract of land described in that Quit Claim Deed recorded October 2, 2018 as Entry No. 12860367 in Book 10718, at Page 2888 in the office of the Salt Lake County Recorder. Said perpetual easements are located in the South Half of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.001:PE

Beginning at the northeasterly corner of Lot 4, Colony Farms Subdivision recorded January 3, 2019 as Entry No. 12912961 in Book 2019 of Plats, at Page 2 in the office of said Recorder at a point in the westerly right-of-way line of 7200 West Street, which is 40.96 feet N. 89°51'01" W. along the southerly line of said Section 21 and 890.00 feet N. 00°08'59" E. from the Southeast Corner of said Section 21; thence N. 89°48'34" W. 57.21 feet along the northerly line of said Lot 4, Colony Farms Subdivision; thence N. 52°30'34" W. 10.90 feet; thence N. 89°54'40" W. 19.94 feet; thence North 38.94 feet; thence N. 89°54'41" W. 304.12 feet; thence N. 89°09'36" W. 186.45 feet; thence S. 83°14'43" W. 75.66 feet; thence N. 89°09'36" W. 395.32 feet to a point of tangency with a 3963.50 – foot radius curve to the left, concave southerly; thence Westerly 198.85 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 87°57'55" W. 405.90 feet to a point of tangency with a 4043.00 – foot radius curve to the right, concave northerly; thence Westerly 460.15 feet along the arc of said curve, through a central angle of 06°31'16"; thence N. 85°30'49" W. 501.85 feet to a westerly boundary line of said entire tract; thence N. 00°20'01" E. 76.20 feet along said westerly boundary line; thence S. 85°30'49" E. 11.98 feet to a easterly boundary line of said entire tract; thence southerly, easterly and northerly along a easterly, northerly and westerly boundary lines of said entire tract the following five (5) courses: 1) S. 00°10'37" W. 50.50 feet; 2) S. 86°55'41" E. 744.84 feet to a point of tangency with a 800.00 – foot radius curve to the left, concave northerly; 3) Easterly 109.24 feet along the arc of said curve, through a central angle of 07°49'25"; 4) N. 85°14'54" E. 136.72 feet; 5) N. 00°05'27" E. 30.65 feet; thence N. 87°57'55" E. 581.35 feet to a point of tangency with a 4033.00 – foot radius curve to the right, concave southerly; thence Easterly 202.34 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 89°09'36" E. 437.54 feet; thence N. 87°39'33" E. 165.20 feet; thence S. 89°54'41" E. 139.80 feet; thence N. 44°04'47" E. 79.92 feet; thence N. 00°05'17" E. 156.07 feet to a point of tangency with a 1576.50 – foot radius curve to the right, concave easterly; thence Northerly 90.96 feet along the arc of said curve, through a central angle of 03°18'21"; thence N. 03°23'38" E. 120.79 feet; thence N. 08°16'52" E. 135.81 feet to said westerly right-of-way line of 7200 West Street; thence S. 00°05'17" W. 689.15 feet along said westerly right-of-way line to the Point of Beginning.

The above-described perpetual easement contains 183,793 square feet in area or 4.219 acres, more or less

And

3853.001:2PE

Beginning at a point on a westerly boundary line of said entire tract, which is 1648.53 feet N. 89°51'01" W. along the southerly line of said Section 21 and 992.71 feet North from the Southeast Corner of said Section 21; thence N. 00°05'27" E. 8.51 feet along said westerly boundary line; thence N. 87°57'55" E. 581.04 feet to a point of tangency with a 4041.50 – foot radius curve to the right, concave southerly; thence Easterly 202.76 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 89°09'36" E. 437.54 feet; thence S. 00°50'24" W. 8.50 feet; thence N. 89°09'36" W. 437.54 feet to a point of tangency with a 4033.34 – foot radius curve to the left, concave southerly; thence Westerly 202.34 feet along the arc of said curve, through a central angle of 02°52'28"; thence S. 87°57'55" W. 581.35 feet to said westerly boundary line of said entire tract and the **Point of Beginning**.

The above-described perpetual easement contains 10,383 square feet in area or 0.238 acres, more or less

And

3853.001:3PE

Beginning at a point on a westerly boundary line of said entire tract, which is 2655.57 feet N. 89°51'01" W. along the southerly line of said Section 21 and 1037.87 feet N. 00°20'01" E. along the Quarter Section line from the Southeast Corner of said Section 21; thence N. 00°20'01" E. 8.53 feet along said westerly boundary line of said entire tract; thence S. 85°30'49" E. 11.96 feet to a easterly boundary line of entire tract; thence S. 00°10'37" W. 8.53 feet along said easterly boundary line; thence N. 85°30'49" W. 11.98 feet to the **Point of Beginning**.

The above-described perpetual easement contains 102 square feet in area or 0.002 acres, more or less

PARCEL 3853.002 (14-21-376-003)

Two perpetual easements being part of an entire tract of land described as Parcel 8 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said perpetual easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.002:PE

Beginning at a point on the easterly boundary line of said entire tract and the easterly line of the Southwest Quarter of Section 21, which is 2655.17 feet S. 89°51'17" E. along the southerly line of said Section 21 and 961.67 feet N. 00°20'01" E. from the Southwesterly Corner of said Section 21; thence N. 85°30'49" W. 212.34 feet to the point of tangency with a 643.00 – foot radius curve to the right, concave northerly; thence Westerly 344.11 feet along the arc of said curve, through

a central angle of 30°39'45"; thence N. 54°51'03" W. 357.67 feet to the point of tangency with a 557.00 – foot radius curve to the left, concave southwesterly; thence Northeasterly 208.18 feet along the arc of said curve, through a central angle of 21°24'53" to the westerly boundary line of said entire tract; thence N. 00°21'10" E. 77.86 feet along said westerly boundary line to the point of non-tangency with a 633.00 – foot radius curve to the right, concave southwesterly (Radius point bears S. 12°06'12" W.); thence Southeasterly 254.61 feet along the arc of said curve, through a central angle of 23°02'45"; thence S. 54°51'03" E. 357.67 feet to the point of tangency with a 567.00 – foot radius curve to the left, concave northerly; thence Easterly 303.44 feet along the arc of said curve, through a central angle of 30°39'45"; thence S. 85°30'49" E. 206.83 feet to the easterly boundary line of said entire tract and Quarter Section line; thence S. 00°20'01" W. 76.20 feet along said lines to the **Point of Beginning**.

The above-described perpetual easement contains 85,305 square feet in area or 1.958 acres, more or less.

And

3853.002:2PE

Beginning at a point on the easterly boundary line of said entire tract and the easterly line of the Southwest Quarter of Section 21, which is 2655.17 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1037.87 feet N. 00°20'01" E. from the Southwesterly Corner of said Section 21; thence N. 85°30'49" W. 206.83 feet to the point of tangency with a 567.00 – foot radius curve to the right, concave northerly; thence Westerly 303.44 feet along the arc of said curve, through a central angle of 30°39'45"; thence N. 54°51'03" W. 357.67 feet to the point of tangency with a 633.00 – foot radius curve to the left, concave southwesterly; thence Northeasterly 254.61 feet along the arc of said curve, through a central angle of 23°02'45" to the westerly boundary line of said entire tract; thence N. 00°21'10" E. 8.68 feet along said westerly boundary line to the point of non-tangency with a 641.50 – foot radius curve to the right, concave southwesterly (Radius point bears S. 11°56'43" W.); thence Southeasterly 259.80 feet along the arc of said curve, through a central angle of 23°12'13"; thence S. 54°51'03" E. 357.67 feet to the point of tangency with a 558.50 – foot radius curve to the left, concave northerly; thence Easterly 298.89 feet along the arc of said curve, through a central angle of 30°39'45"; thence S. 85°30'49" E. 206.21 feet to the easterly boundary line of said entire tract and Quarter Section line; thence S. 00°20'01" W. 8.52 feet along said lines to the **Point of Beginning**.

The above-described perpetual easement contains 9,542 square feet in area or 0.219 acres, more or less

PARCEL 3853.003 (14-21-376-006)

Two perpetual easements being part of an entire tract of land described as Parcel No. 2 in that Warranty Deed recorded November 21, 1989 as Entry No. 4850413 in Book 6177, at Page 1715 in the office of the Salt Lake County Recorder. Said perpetual easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.003:PE

Beginning at the southeasterly corner of said entire tract, which is 1639.80 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1441.37 feet N. 00°21'10" E. from the Southwesterly Corner of said Section 21; thence N. 89°49'01" W. 103.98 feet (Record = West 104.12 feet) to the southwesterly corner of said entire tract; thence N. 00°21'52" E. (Record = North) 32.11 feet along the westerly boundary line of said entire tract to a point of non-tangency with a 633.00 - foot radius curve to the right, concave southerly (Radius point bears S. 02°36'37" W.); thence Easterly 104.88 feet along the arc of said curve, through a central angle of 09°29'34" to the easterly boundary line of said entire tract; thence S. 00°21'10" W. (Record = South) 19.03 feet along said easterly boundary line to the **Point of Beginning**.

The above-described perpetual easement contains 2,811 square feet in area or 0.065 acre, more or less.

And

3853.003:2PE

Beginning at a point on the easterly boundary line of said entire tract 1639.80 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1460.40 feet N. 00°21'10" E. from the Southwesterly Corner of said Section 21; thence Westerly 104.88 feet along the arc of a non-tangent 633.00-foot radius curve to the left, concave southerly (Radius point bears S. 12°06'12" W.), through a central angle of 09°29'34", to the westerly boundary line of said entire tract, thence N. 00°21'52" E. (Record = North) 8.51 feet along said westerly boundary line to a point of non-tangency with a 641.50-foot radius curve to the right, concave southerly (Radius point bears S. 02°34'50" W.); thence Easterly 104.85 feet along the arc of said curve, through a central angle of 09°21'53", to said easterly boundary line; thence S. 00°21'10" W. (Record = South) 8.68 feet along said easterly boundary line to the **Point of Beginning**.

The above-described perpetual easement contains 892 square feet in area or 0.021 acre, more or less

PARCEL 3853.004 (14-21-300-022)

Two perpetual easements being part of an entire tract of land described as Parcel 9 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.004:PE

Beginning at the southeasterly corner of said entire tract, which is 1544.69 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1441.43 feet North from the Southwesterly Corner of said Section 21; thence N. 89°49'01" W. 207.96 feet to the southwesterly corner of said entire tract and a point on the westerly sixteenth line of the Southwest Quarter said Section 21; thence

N. 00°21'49" E. (Record = North) 31.45 feet along said lines; thence N. 89°47'22" E. 176.81 feet to the point of tangency with a 633.00-foot radius curve to the right, concave southerly; thence Easterly 31.17 feet along the arc of said curve, through a central angle of 02°49'16", to the easterly boundary line of said entire tract; thence S. 00°21'52" W. (Deed = South) 32.11 feet along said easterly boundary line to the **Point of Beginning**.

The above-described perpetual easement contains 6,681 square feet in area or 0.153 acre, more or less

And

3853.004:2PE

Beginning at a point on the easterly boundary line of said entire tract, which is 1544.90 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1473.55 feet North from the Southwesterly Corner of said Section 21, said point being a point of non-tangency with a 633.00-foot radius curve to the left, concave southerly (Radius point bears S. 02°36'37" W.); thence Westerly 31.17 feet along the arc of said curve, through a central angle of 02°49'16"; thence S. 89°47'22" W. 176.81 feet to the westerly boundary line of said entire tract and the westerly sixteenth line of the Southwest Quarter said Section 21; thence N. 00°21'49" E. (Record = North) 8.50 feet along said lines; thence N. 89°47'22" E. 176.73 feet to the point of tangency with a 641.50-foot radius curve to the right, concave southerly; thence Easterly 31.25 feet along the arc of said curve, through a central angle of 02°47'28", to said easterly boundary line; thence S. 00°21'52" W. (Record = South) 8.51 feet along said easterly boundary line to the **Point of Beginning**.

The above-described perpetual easement contains 1,768 square feet in area or 0.041 acre, more or less

PARCEL 3853.005 (14-21-300-021)

Two perpetual easements being part of an entire tract of land described as Parcel 10 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said perpetual easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.005:PE

Beginning at the southeasterly corner of said entire tract at a point in the westerly sixteenth line of the Southwest Quarter of said Section 21, which is 1327.58 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1441.58 feet N. 00°21'49" E. along said westerly sixteenth line from the Southwesterly Corner of said Section 21; thence N. 89°49'01" W. 331.71 feet (Record = West 330.0 feet) along the southerly boundary line to the southwesterly corner of said entire tract; thence N. 00°22'15" E. (Record = North) 30.83 feet along the westerly boundary line of said entire tract, to a point of non-tangency with a 567.00-foot radius curve to the left, concave northerly (Radius point bears N. 04°09'59" E.); thence Easterly 43.32 feet along the arc of said curve, through a central angle of 04°22'38"; thence N. 89°47'22" E. 288.43 feet to the easterly

boundary line of said entire tract and said westerly sixteenth line; thence S. 00°21'49" W. 31.45 feet along said easterly boundary line and westerly sixteenth line, to the **Point of Beginning**.

The above-described easement contains 10,079 square feet in area or 0.231 acre, more or less

And

3853.005:2PE

Beginning at a point on the easterly boundary line of said entire tract and the westerly sixteenth line of the Southwest Quarter said Section 21, which is 1327.58 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1441.58 feet N. 00°21'49" E. along said westerly sixteenth line from the Southwesterly Corner of said Section 21; thence S. 89°47'22" W. 288.43 feet to the point of tangency with a 567.00-foot radius curve to the right, concave northerly; thence Westerly 43.32 feet along the arc of said curve, through a central angle of 04°22'38" to the westerly boundary line of said entire tract; thence N. 00°22'15" E. (Record = North) 8.52 feet along said westerly boundary line to a point of non-tangency with a 558.50-foot radius curve to the left, concave northerly (Radius point bears N. 04°13'28" E.); thence Easterly 43.23 feet along the arc of said curve, through a central angle of 04°26'06"; thence N. 89°47'22" E. 288.52 feet to said easterly boundary line and westerly sixteenth line; thence S. 00°21'49" W. 8.50 feet along said easterly boundary line and westerly sixteenth line, to the **Point of Beginning**.

The above-described perpetual easement contains 2820 square feet in area or 0.065 acre; more or less

PARCEL 3853.006 (14-21-300-019)

Two perpetual easements being part of an entire tract of land described as Parcel 11 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said perpetual easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.006:PE

Beginning at the southeasterly corner of said entire tract, which is 1005.13 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1459.11 feet North from the Southwesterly Corner of said Section 21; thence N. 65°30'45" W. 42.70 feet (Record = North 65°53' West) along the southwesterly boundary line of said entire tract, to a point of non-tangency with a 567.00-foot radius curve to the left, concave northerly (Radius point bears N. 08°07'32" E.); thence Easterly 39.18 feet along the arc of said curve, through a central angle of 03°57'32" to the easterly boundary line of said entire tract; thence S. 00°22'15" W. (Record = South) 13.50 feet along said easterly boundary line to the **Point of Beginning**.

The above-described perpetual easement contains 254 square feet in area or 0.006 acre, more or less

And

3853.006:2PE

Beginning at a point on the easterly boundary line of said entire tract, which is 1005.22 feet S. 89°51'17" E. along the southerly line of said Section 21 and 1472.62 feet North from the Southwesterly Corner of said Section 21, at a point of non-tangency with a 567.00-foot radius curve to the right, concave northerly (Radius point bears N. 04°09'59" E.); thence Westerly 39.18 feet along the arc of said curve, through a central angle of 03°57'32" to the southwesterly boundary line of said entire tract; thence N. 65°30'45" W. 33.45 feet (Record = North 65°53' West) along said southwesterly boundary line to a point of non-tangency with a 558.50-foot radius curve to the left, concave northerly (Radius point bears N. 11°25'11" E.); thence Easterly 70.14 feet along the arc of said curve, through a central angle of 07°11'44" to said easterly boundary line; thence S. 00°22'15" W. (Record = South) 8.52 feet along said easterly boundary line to the Point of Beginning.

The above-described perpetual easement contains 460 square feet in area or 0.011 acre, more or less

PARCEL 3853.007 (14-21-300-023)

Three perpetual easements being part of an entire tract of land described as Parcel 12 in that Special Warranty Deed recorded February 13, 2019 as Entry No. 12933990 in Book 10752 at Page 7696 in the office of the Salt Lake County Recorder. Said perpetual easements are located in the Southwest Quarter of Section 21, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and is described as follows:

3853.007:PE

Beginning at the southwesterly corner said entire tract at the Ensign Meadows recorded August 17, 2001 as Entry No. 7978172 in Book 2001 of Plats, at Page 233 in the office of said Recorder, which is 1327.18 feet N. 00°23'36" E. along the westerly line of said Section 21 from the Southwesterly Corner of said Section 21; thence N. 00°23'36" E. 692.61 feet along said westerly line of Section 21 to the westerly extension of a southerly boundary line of that Quit Claim Deed recorded December 14, 2018 as Entry No. 12903854 in Book 10738, at Page 8643 in the office of said Recorder; thence S. 89°36'24" E. 42.00 feet to a point 42.00-foot perpendicularly distant easterly of said Section line; thence S. 00°23'36" W. 313.06 feet along a line parallel with and perpendicularly distant easterly 42.00 feet from said westerly line of said Section 21; thence S. 43°50'25" E. 84.94 feet; thence N. 89°47'22" E. 83.62 feet; thence N. 24°29'57" E. 73.40 feet; thence S. 65°30'03" E. 159.51 feet; thence N. 89°47'22" E. 25.11 feet to the point of tangency with a 633.00-foot radius curve to the right, concave southerly; thence Easterly 278.01 feet along the arc of said curve, through a central angle of 25°09'50"; thence S. 65°02'48" E. 155.49 feet to the point of tangency with a 567.00-foot radius curve to the left, concave northerly; thence Easterly 166.53 feet along the arc of said curve, through a central angle of 16°49'40" to a northeasterly boundary line of said entire tract; thence S. 65°30'45" E. (Record = S. 65°53' E.) 42.70 feet along said northeasterly boundary line to an easterly boundary line of said entire tract and a westerly boundary line of a parcel of land described in that Warranty Deed recorded

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November 21, 1989 as Entry No. 4850413 in Book 6143, at Page 1715 in the office of said Recorder; thence S. 00°22'15" W. (Record = South) 17.32 feet along said easterly boundary line to and interior corner of said entire tract; thence S. 89°49'01" E. 643.66 feet (Record = East 660 feet) along a northerly boundary line to a northeasterly corner of said entire tract; thence S. 00°21'10" W. (Record = South) 58.83 feet along an easterly boundary line of said entire tract to a point of non-tangency with a 557.00 – foot radius curve to the left, concave southerly (Radius point bears S. 13°44'04" W.); thence Westerly 135.57 feet along the arc of said curve, through a central angle of 13°56'42"; thence S. 89°47'22" W. 465.25 feet to the point of tangency with a 643.00 – foot radius curve to the right, concave northerly; thence Westerly 282.40 feet along the arc of said curve, through a central angle of 25°09'50"; thence N. 65°02'48" W. 155.49 feet to the point of tangency with a 557.00 – foot radius curve to the left, concave southerly; thence Westerly 92.72 feet along the arc of said curve, through a central angle of 09°32'14"; thence S. 24°29'57" W. 55.48 feet; thence N. 65°29'55" W. 176.01 feet; thence S. 88°21'01" W. 222.74 feet; thence S. 89°47'22" W. 50.82 feet; thence S. 37°24'45" W. 72.86 feet; thence S. 00°23'36" W. 181.18 feet to the northerly boundary line of said Ensign Meadows; thence N. 89°46'34" W. (Plat = S. 89°57'43" W) 36.00 feet along said northerly boundary line to the **Point of Beginning**.

The above-described perpetual easement contains 146,286 square feet in area or 3.358 acres, more or less.

And

3853.007:2PE

Beginning at a point which is 1645.17 feet N. 00°23'36" E. along the westerly line of said Section 21 and 101.25 feet East from the Southwesterly Corner of said Section 21; thence N. 43°50'25" W. 17.97 feet; thence N. 89°47'22" E. 102.00 feet; thence S. 24°29'57" W. 14.32 feet; thence S. 89°47'22" W. 83.62 feet to the **Point of Beginning**.

The above-described perpetual easement contains 1,207 square feet in area or 0.028 acre, more or less.

And

3853.007:3PE

Beginning at a point which is 1646.12 feet N. 00°23'36" E. along the westerly line of said Section 21 and 360.45 feet East from the Southwesterly Corner of said Section 21; thence N. 65°30'03" W. 20.33 feet; thence N. 89°47'22" E. 43.58 feet to the point of tangency with a 641.50–foot radius curve to the right, concave southerly; thence Easterly 281.74 feet along the arc of said curve, through a central angle of 25°09'50"; thence S. 65°02'48" E. 155.49 feet to the point of tangency with a 558.50– foot radius curve to the left, concave northerly; thence Easterly 131.92 feet along the arc of said curve, through a central angle of 13°32'00" to a northeasterly boundary line of said entire tract; thence S. 65°30'45" E. (Record = S. 65°53' E.) 33.45 feet along said northeasterly boundary line, to a point of non-tangency with a 567.00–foot radius curve to the right, concave northerly (Radius point bears N. 08°07'32" E.); thence Westerly 166.53 feet along the arc of said

curve, through a central angle of $16^{\circ}49'40''$; thence N. $65^{\circ}02'48''$ W. 155.49 feet to the point of tangency with a 633.00 – foot radius curve to the left, concave southerly; thence Westerly 278.01 feet along the arc of said curve, through a central angle of $25^{\circ}09'50''$; thence S. $89^{\circ}47'22''$ W. 25.11 feet to the **Point of Beginning**.

The above-described perpetual easement contains 5,264 square feet in area or 0.121 acre, more or less.