RECORDING REQUESTED BY:

VP DAYBREAK OPERATIONS LLC 9350 S. 150 E., Suite 100 Sandy, Utah 84070 Attention: John Warnick/Isaac Parkle

APN: 26-13-352-004

14111189 B: 11422 P: 2493 Total Pages: 10 05/30/2023 01:48 PM By: tpham Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To ROCKY MOUNTAIN POWER ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT

GRANT OF POWER LINE EASEMENT

THIS POWER LINE EASEMENT AGREEMENT (this "Easement Agreement") is entered into this _2H** day of ______, 2023, by and between VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company ("Grantor"), and PACIFICORP, an Oregon corporation d/b/a ROCKY MOUNTAIN POWER ("Grantee").

RECITALS

The following Recitals are a material part of this Agreement:

- A. Grantor is the owner of that certain real property situated in Salt Lake County, Utah, Salt Lake County Assessor Parcel Number 26-13-352-004 ("Grantor's Property").
- B. Grantor desires to grant to Grantee a non-exclusive power line easement on certain portions of Grantor's Property as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. Grant of Easement.

- 1.1 Grantor hereby conveys to Grantee a permanent, non-exclusive easement solely for the construction, operation, inspection, maintenance, repair, replacement, alteration and removal of an electric power transmission line with attached distributions lines and all necessary or desirable accessories and appurtenances thereto (collectively, the "Lines"), including without limitation: supporting towers, poles, props, guys and anchors on, under or across Grantor's Property, which easement area is more particularly described on Exhibit "A", and depicted on Exhibit "A-1", attached hereto and incorporated herein by reference (the "Easement Area").
- 1.2 The use of the Easement Area by Grantee shall be in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement Area and other property of Grantor, consistent with the practical use thereof by Grantee for the purposes above stated.

- 1.3 Grantee shall (i) obtain, at Grantee's sole cost and expense, all necessary permits and licenses from public authorities for the activities permitted herein; and (ii) comply with all applicable laws and regulations regarding such activities.
- 1.4 Promptly after any activity permitted under this Easement Agreement that causes disturbance of the surface area of the Easement Area, Grantee shall use commercially reasonable efforts to restore the Easement Area, as nearly as practicable, to its original condition.
- 2. <u>Use of Easement Area by Grantor</u>. Grantee hereby agrees that Grantor and its employees, agents, invitees, lessees and assigns may use the Easement Area for any purpose that does not materially interfere with Grantee's use and enjoyment of the Easement Area as provided for in Section 1.
- Indemnification. Grantee agrees to indemnify and hold harmless Grantor, its parents and affiliates, and all of their respective officers, directors, employees and agents (collectively, the "Grantor Indemnitees") from and against any and all loss and expense, including attorneys' fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law upon any Grantor Indemnitee and arising out of or in any manner connected with Grantee's exercise of its rights or performance of its obligations under this Easement Agreement, including liability and claims for (i) damage because of bodily injuries, including death, sustained by any person or persons; (ii) damage to property sustained by any person or persons; (iii) damages, costs or claims arising from or relating to actual or alleged environmental contamination or pollution or the actual or alleged violation of any current or future federal, state or local environmental law, regulation or ruling; (iv) any other loss or damage suffered or incurred by any Grantor Indemnitee (items (i) through (iv) are collectively referred to as "Liabilities"). Grantee shall indemnify and save the Grantor Indemnitees harmless from and against Liabilities, whether or not such Liabilities arise or are claimed to have arisen in whole or in part out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute, ordinance or regulation, but excluding any Liabilities to the extent caused by the gross negligence or willful misconduct of a Grantor Indemnitee.
- 4. <u>Relocation</u>. If at any time Grantee's use of the Easement Area or any portion thereof shall interfere with any operations of Grantor, whether or not such operations are now in existence, Grantee shall, upon request from Grantor, relocate the Lines or portion thereof on other land provided by Grantor so as to avoid such interference. In such event, Grantee shall execute and deliver a recordable instrument terminating this Easement Agreement as to the affected portion of the Easement Area, and Grantor shall grant Grantee an easement on the land upon which the Lines are to be relocated and the parties shall enter into a new agreement on terms and conditions similar to those contained in this Easement Agreement. The actual costs of such relocation shall be borne by Grantor.
- 5. <u>Termination</u>. This Easement Agreement shall terminate if the Easement Area is not used for the purposes permitted herein for a continuous period of one (1) year. Upon any termination of this Easement Agreement, Grantee shall, upon the request of Grantor, execute and deliver to Grantor a recordable instrument reasonably acceptable to Grantor terminating this Easement Agreement.

- 6. <u>Assignment</u>. Grantee shall not assign this Easement Agreement or otherwise transfer or encumber the Easement Area or the other rights granted herein without the prior written consent of Grantor, which Grantor may approve or deny in Grantor's sole and absolute discretion. Notwithstanding the foregoing, Grantee shall be permitted to assign this Easement Agreement to an affiliate, or to an entity acquiring all or substantially all of the assets of Grantee without the consent of Grantor.
- 7. No Warranties. Grantee hereby accepts the Easement Area in its "AS IS" condition. Grantor makes no representations or warranties concerning the physical condition of the Easement Area or its suitability for Grantee's intended purpose. The easement hereby granted is subject to (i) all matters of record; (ii) other existing private, public and utility easements, if any; (iii) roads and highways, if any; (iv) drainage ditches, feeds, laterals, drain tile, pipes or other conduits, if any; (v) zoning laws and ordinances; and (vi) all matters (including but not limited to encroachments) which would be disclosed by an accurate survey and/or physical inspection of the Easement Area.
- 8. <u>Covenants Running with the Land</u>. All provisions of this Easement Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
- 9. <u>Severability</u>. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Easement Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.
- 10. <u>Recordation</u>. This Easement Agreement shall be recorded in the real property records of Salt Lake County, State of Utah.
- 11. <u>Amendments</u>. This Easement Agreement may only be amended by a written document signed by each of the parties or their applicable successors or assigns.
- 12. <u>Applicable Law.</u> The Easement Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah without regard for that state's principles of conflict of law.
- 13. <u>Jury Waiver</u>. To the fullest extent permitted by law, each of the Parties waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[Signatures and Acknowledgments on Following Pages]

Executed this 24% day of 34%	an . 2023.
Executed this 27 day of	GRANTOR:
	VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company
	By: LHMRE, LLC, a Utah limited liability company Its: Authorized Manager
	By: Its: Name: Mike Kunke
	ACKNOWLEDGMENT
STATE OF UTAH) COUNTY OF SALT LAKE)	SS.
2023 by Michael Runkel	was acknowledged before me this 24th day of May, the Treesure of LHMRE, LLC, a Utah Jimited manager of VP DAYBREAK OPERATIONS LLC, a my,
	Notary Public
[seal]	

[Signatures and Acknowledgments Continue on Following Page]

JULIE RANDALL
NOTARY PUBLIC-STATE OF UTAH
My Commission Expires April 29, 2027
COMMISSION NUMBER 730285

GRANTEE:

PACIFICORP, an Oregon Corporation d/b/a Rocky Mountain Power

By: Hull Ver Its: Row Birch' Name: Harold Oudley

ACKNOWLEDGMENTS

STATE OF UTAH)
COUNTY OF SALT LAKE	;ss.)
The foregoing instrume 2023, by	ent was acknowledged before me this 20 day of
Notary Public - Sta Commission Numb My Commission E January 6, 2	er: 728652 Notary Public Expires on

EXHIBIT "A"

LEGAL DESCRIPTION

DAYBREAK GRANDVILLE AVENUE PUBLIC UTILITY EASEMENTS

(Line 1)

A variable width public utility easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point that lies South 89°55'30" East 362.266 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 5938.599 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'54" West 386.318 feet; thence North 53°27'06" East 12.539 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 44°12'11" West, Chord: South 40°27'05" East 5.217 feet); thence along the arc of said curve 5.225 feet through a central angle of 10°41'27" to a point of reverse curvature with a 1242.000 foot radius tangent curve to the left, (radius bears North 54°53'39" East, Chord: South 35°40'57" East 25.000 feet); thence along the arc of said curve 25.000 feet through a central angle of 01°09'12" to a point of reverse curvature with a 4.500 foot radius non tangent curve to the right, (radius bears South 53°54'22" West, Chord: South 13°48'53" East 3.412 feet); thence along the arc of said curve 3.500 feet through a central angle of 44°33'30"; thence South 08°27'52" West 6.483 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'08" East, Chord: South 14°02'31" East 4.211 feet); thence along the arc of said curve 4.321 feet through a central angle of 45°00'47"; thence South 36°32'54" East 294.536 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 15.000 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 08°21'17" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15" to the point of beginning.

Property contains 0.056 acres, 2449 square feet.

(Line 2)

A variable width public utility easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point that lies South 89°55'30" East 694.156 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 5491.303 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'54" West 520.965 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 02°56'10" East, Chord: South 64°44'32" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15"; thence South 36°32'54" East 15.000 feet to a point on a 4.500 foot radius tangent curve

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to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 184.730 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 30.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 183.030 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 15.000 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 08°21'17" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15" to the point of beginning. Property contains 0.078 acres, 3401 square feet.

(Line 3)

A variable width public utility easement, located in the Southwest Quarter of Section 13 and the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point that lies South 89°55'30" East 1074.427 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4978.803 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'54" West 594.208 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 02°56'10" East, Chord: South 64°44'32" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15"; thence South 36°32'54" East 25.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 209.910 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 30.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the

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arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 217.093 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 19.000 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 08°21'17" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15" to the point of beginning. Property contains 0.089 acres, 3872 square feet.

(Line 4)

A variable width public utility easement, located in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point that lies South 89°55'31" East 1417.437 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4516.513 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'54" West 539.637 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 02°56'10" East, Chord: South 64°44'32" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15"; thence South 36°32'54" East 19.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 189.098 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 30.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 193.334 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 15.000 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 08°21'17" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15" to the point of beginning.

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Property contains 0.081 acres, 3524 square feet.

(Line 5)

A variable width public utility easement, located in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point that lies South 89°55'31" East 1778.420 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4030.007 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'54" West 569.818 feet to a point on a 28.000 foot radius non tangent curve to the right, (radius bears South 02°56'10" East, Chord: South 64°44'32" East 26.458 feet); thence along the arc of said curve 27.556 feet through a central angle of 56°23'15"; thence South 36°32'54" East 15.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 234.635 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 30.000 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 14°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 08°27'06" West 6.464 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears South 81°32'54" East, Chord: South 14°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 36°32'54" East 195.798 feet to a point on a 5.500 foot radius tangent curve to the left, (radius bears North 53°27'06" East, Chord: South 59°02'54" East 4.210 feet); thence along the arc of said curve 4.320 feet through a central angle of 45°00'00"; thence South 81°32'54" East 6.464 feet to a point on a 4.500 foot radius tangent curve to the right, (radius bears South 08°27'06" West, Chord: South 59°02'54" East 3.444 feet); thence along the arc of said curve 3.534 feet through a central angle of 45°00'00"; thence South 36°32'54" East 18.999 feet to a point on a 28.000 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 30°53'04" East 5.527 feet); thence along the arc of said curve 5.536 feet through a central angle of 11°19'42"; thence South 53°27'06" West 11.955 feet to the point of beginning.

Property contains 0.083 acres, 3627 square feet.

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EXHIBIT "A-1"

