14229329 B: 11485 P: 3694 Total Pages: 20 04/17/2024 04:31 PM By: BGORDON Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.

Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC. 1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

When recorded, return to:

Olympia Ranch 3, LLC Attn: Ryan Button 527 E. Pioneer Road, Suite 200 Draper, Utah 84020

174602-CP1 Parcel No(s). 26-34-201-003 & 26-34-226-008

(Space above for recorder's use only)

# **TECHNOLOGY EASEMENT AGREEMENT**

THIS TECHNOLOGY EASEMENT AGREEMENT (this "Agreement") is entered into this day of \_\_\_\_\_\_\_\_, 2024 (the "Effective Date"), by and between OLYMPIA RANCH, LLC, a Utah limited liability company ("Grantor") and TECH HOLDINGS, LLC, a Utah limited liability company ("Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties" and individually as a "Party."

#### RECITALS

- A. Grantor is the owner of that certain real property located in Salt Lake County, Utah, more particularly described on <u>Exhibit A</u> attached hereto and incorporated herein by this reference (the "**Grantor Property**").
- B. Grantee desires to obtain a non-exclusive, perpetual technology easement for the design, engineering, construction, installation, testing, repair, replacement, relocation, improvement, maintenance, and removal of utilities and facilities for high-speed internet services ("Basic Services") and for additional technology services including, but not limited to, cable TV, phone service and other services ("Additional Services") (the "Easement") on, over, under, through and across certain portions of the Grantor Property, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"), for the purposes more particularly described herein.
- C. Grantor is willing to grant the Easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

### TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the above-mentioned recitals, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and based upon the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Grant of Easement. Subject to the terms and conditions contained herein, Grantor hereby grants and conveys to Grantee the non-exclusive Easement on, over, under, through, and across the Easement Area for the sole purpose of design, engineering, construction, installation, testing, repair, replacement, relocation, improvement, maintenance, and removal of lines, equipment, lock boxes, taps, drop cables, utilities, improvements, infrastructure, and other facilities for Basic Services and for Additional Services (collectively, the "Easement Purposes"). Grantee shall have the exclusive right to use the Easement Area for the Easement Purposes; provided that Grantee's exclusive right to use the Easement Area for the Easement Purposes does not preclude any other party from using the Easement Area for

purposes other than the Easement Purposes in a manner that does not interferes with Grantee's rights under this Agreement. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to both latent and patent defects, and the existence of hazardous substances or materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Grantee shall obtain any and all required consents, approvals, permissions, and agreements to construct and install facilities related to the provision of Basic Services and Additional Services thereon.

- 2. Access. Grantee and its invitees, licensees, contractors, and agents (collectively, "Grantee's Agents") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement at their own risk. Grantee and Grantee's Agents, successors, and assigns release Grantor from any claims relating to the condition of the Easement Area (except for any requirements set forth in Section 3 below) and the entry upon the Easement Area by Grantee, Grantee's Agents, and other such parties.
- 3. Reservation by Grantor; Relocation of Easement. Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, or excavate or alter ground level by cut or fill, within the Easement Area. Except as otherwise set forth in this Section 3, and except for the provision of Basic Services and the provision of Additional Services, Grantor reserves the right to use the Easement Area for any purpose whatsoever; provided, however, Grantor's use does not unreasonably interfere with Grantee's use of the Easement Area for the purposes set forth herein or with any other rights granted to Grantee under this Agreement. In addition to the foregoing, Grantor may, at Grantor's sole discretion, cause the relocation of the Easement Area; provided, however that the new easement area shall (i) be at the sole cost and expense of Grantor, (ii) provide substantially the same rights to Grantee as those set forth in this Agreement; (iii) not interfere with any ongoing provision of Basic Services or Additional Services; and (iv) be located within the boundaries of the roadways identified in the final plat for Joshua Tree at Olympia Phase 1 and shall not encroach upon or be located within the boundaries of any lots identified on such plat. Upon relocation of the Easement Area as set forth in this Section, Grantor and Grantee agree to execute and record a written instrument detailing the vacation of the Easement and the location of the new easement area.
- **4.** <u>No Interference</u>. Grantee covenants that in the exercise of its rights hereunder or with the Grantee's use of the Easement Area, Grantee shall not conduct any activity, nor grant any rights to a third party, which would unreasonably interfere with Grantor's use of the Grantor Property, including the Easement Area, for Grantor's intended development of the Grantor Property for the construction and use of single family and/or multi-family homes.
- 5. No Creation of Public Utility Easement. Under no condition shall any area covered by the Easement Area become a public utility easement; provided that Rocky Mountain Power and Dominion Energy will each have the right to use the Easement Area to provide power or natural gas service to any lot or unit set forth on a plat. Except with respect to successors in interest providing the same utility service (power or gas respectively), the right of Rocky Mountain Power and Dominion Energy to use the Easement Area for such purposes is specific to such entities and may not be assigned, transferred, expanded, or otherwise modified in any way without the express written consent of Grantee. Further, no other utility provider will have the right to use or cross the Easement Area without the express written consent of Grantee.
- 6. <u>Maintenance and Restoration</u>. Grantee, at its sole cost and expense, shall be responsible for the repair and upkeep of the facilities related to the provision of Basic Services and Additional Services

in the Easement Area. Grantee agrees to repair any damage, other than normal wear and tear, to the Easement Area directly caused by Grantee's or Grantee's Agents' exercise of its/their rights hereunder.

- 7. <u>Indemnification</u>. Grantee shall indemnify, defend, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the "Indemnitees") harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the "Claims" or a "Claim") from or by Grantee, and/or Grantee's Agents, arising from or relating to any use of the Easement Area by Grantee or Grantee's Agents in violation of the terms of this Agreement. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.
- **8.** <u>Liens.</u> Grantee shall keep the Easement Area and the Grantor Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and defend Grantor from any liens that may be placed on the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or Grantee's Agents. Any such liens shall be released of record or bonded over within thirty (30) days after Grantor provides Grantee written notice of the same.
- **9.** Attorneys' Fees. In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the Prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action. The phrase "legal proceedings" shall include appeals from a lower court judgment. The phrase "Prevailing Party" shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought.
- 10. No Public Use/Dedication. The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property by Grantee shall be limited to the express purposes contained herein. Neither Grantee, nor its successors or assigns, shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement. The provisions of this Agreement are not intended to and do not constitute a public easement or any other grant, dedication, or conveyance for public use of the Easement Area.
- 11. Run with the Land/Successors. Each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to Grantor and Grantee, their successors and assigns. Grantee may assign this Agreement without the prior consent of Grantor.
- Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. Each Party hereby waives the application of any rule of

law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney) prepared the Agreement or any earlier draft of the same. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures and acknowledgments to follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

# **GRANTOR**:

**OLYMPIA RANCH, LLC,** 

a Utah limited liability company

Name: RYAN BY HON

Its: MANAGER

STATE OF UTAH ) :ss COUNTY OF SALT LAKE )

On this 15 day of April, 2024, before me, Wall of Labelli, a Notary Public, personally appeared Ryan Button, the Manager of Olympia Ranch, LLC, a Utah limited liability company, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Notary Rublic

My Commission Expires: 12-2-2027

CANDICE PORTER

Notary Public, State of Utah
Commission # 734252
My Commission Expires
December 2, 2027

### **GRANTEE:**

# TECH HOLDINGS, LLC,

a Utah limited liability company

Name: Ryan Button

STATE OF <u>Utam</u> ) :ss () COUNTY OF <u>Salf Lake</u> )

WITNESS my hand and official seal.

Notary Public

My Commission Expires: 12-2-2027

CANDICE PORTER

Notary Public, State of Utah Commission # 734252 My Commission Expires December 2, 2027

### **EXHIBIT A**

(Legal Description of the Grantor Property)

That certain real property located in Salt Lake County, Utah, described as follows:

#### PARCEL 1:

# Joshua Tree at Olympia Phase 1

A parcel of land, situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the southerly boundary line of Creek Ridge West Subdivision Phase 6, recorded December 21, 2018 in Book 2018P at Page 419 in the Office of the Salt Lake County Recorder and a point on the Westerly Right-of-Way Line of Oceanside Drive, said point being North 89°30'06" West 1,663.46 feet along the section line from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence along said Westerly Right-of-Way Line the following six (6) courses:

- (1) South 00°06'53" East 28.10 feet;
- (2) Southeasterly 160.46 feet along the arc of a 331.50 foot radius curve to the left (center bears North 89°53'07" East and the chord bears South 13°58'54" East 158.90 feet with a central angle of 27°44'03");
  - (3) South 27°50'55" East 205.91 feet;
- (4) Southeasterly 130.15 feet along the arc of a 268.50 foot radius curve to the right (center bears South 62°09'05" West and the chord bears South 13°57'44" East 128.88 feet with a central angle of 27°46'22");
  - (5) South 00°04'33" East 62.30 feet:
- (6) Southwesterly 26.86 feet along the arc of a 17.00 foot radius curve to the right (center bears South 89°55'27" West and the chord bears South 45°11'38" West 24.15 feet with a central angle of 90°32'23");

thence North 89°32'10" West 494.35 feet;

thence North 00°27'50" East 127.05 feet;

thence South 89°32'10" East 60.00 feet;

thence Northeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 14.14 feet with a central angle of 90°00'00");

thence North 00°27'50" East 277.95 feet;

thence South 89°32'10" East 166.84 feet;

thence Northeasterly 33.80 feet along the arc of a 260.50 foot radius curve to the left (center bears North 00°32′20″ East and the chord bears North 86°49′19″ East 33.77 feet with a central angle of 07°26′02″);

thence North 00°27'50" East 150.42 feet to said southerly boundary line of Creek Ridge West Subdivision Phase 6;

thence South 89°30'06" East 70.53 feet along said southerly boundary line to the point of beginning.

Contains 183,658 Square Feet or 4.216 Acres and 23 Lots and 7 Townhome Units and 2 Parcels

### PARCEL 2:

### Joshua Tree at Olympia Phase 2

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Southerly Boundary line of Creek Ridge West Subdivision Phase 6, recorded December 21, 2018 in Book 2018P at Page 419 in the Office of the Salt Lake County Recorder, said point being North 89°30'06" West 1,733.99 feet along the section line from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°27'50" West 150.42 feet;

thence Southwesterly 33.80 feet along the arc of a 260.50 foot radius curve to the right (center bears North 06°53'42" West and the chord bears South 86°49'19" West 33.77 feet with a central angle of 07°26'02");

thence North 89°32'10" West 166.84 feet;

thence South 00°27'50" West 277.95 feet:

thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 14.14 feet with a central angle of 90°00'00");

thence North 89°32'10" West 60.00 feet;

thence South 00°27'50" West 127.05 feet to the Northerly Right-of-Way line of Olympia Boulevard:

thence North 89°32'10" West 927.29 feet along said Northerly Right-of-Way line;

thence Northeasterly 12.60 feet along the arc of a 30.00 foot radius curve to the left (center bears North 65°57'29" West and the chord bears North 12°00'19" East 12.51 feet with a central angle of 24°04'24");

thence North 00°01'53" West 556.05 feet to the section line;

thence South 89°30'06" East 70.00 feet along said section line;

thence South 00°01'53" East 288.19 feet;

thence Southeasterly 7.81 feet along the arc of a 5.00 foot radius curve to the left (center bears North 89°58'07" East and the chord bears South 44°47'01" East 7.04 feet with a central angle of 89°30'17"):

thence South 89°32'10" East 305.99 feet;

thence Northeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 7.07 feet with a central angle of 90°00'00");

thence North 00°27'50" East 134.90 feet;

thence South 89°32'10" East 403.64 feet;

thence North 00°27'50" East 149.81 feet to the Southerly Boundary line of Creek Ridge West Subdivision Phase 6;

thence South 89°30'06" East 408.02 feet along said Southerly Boundary to the point of beginning.

Contains 433,364 Square Feet or 9.949 Acres and 16 Lots and 91 Townhome Units and 7 Parcels

#### **PARCEL 3:**

# Joshua Tree at Olympia Phase 3

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Southerly Boundary line of Creek Ridge West Subdivision Phase 6, recorded December 21, 2018 in Book 2018P at Page 419 in the Office of the Salt Lake County Recorder, said point being North 89°30'06" West 2,142.01 feet along the section line from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°27'50" West 152.81 feet;

thence North 89°32'10" West 403.64 feet:

thence South 00°27'50" West 134.90 feet;

thence Southwesterly 7.85 feet along the arc of a 5.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 7.07 feet with a central angle of 90°00'00");

thence North 89°32'10" West 305.99 feet;

thence Northwesterly 7.81 feet along the arc of a 5.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°47'01" West 7.04 feet with a central angle of 89°30'17");

thence North 00°01'53" West 288.19 feet to the section line;

thence South 89°30'06" East 722.12 feet along said section line to the point of beginning.

Contains 154,672 Square Feet or 3.551 Acres and 16 Lots and 54 Townhome Units and 3 Parcels.

### EXHIBIT B

(Legal Description of the Easement Area)

### Joshua Tree at Olympia

PTE No. 1

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,659.35 feet along the section line and South 124.37 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Southwesterly 10.57 feet along the arc of a 7.00 foot radius curve to the right (center bears South 73°30'10" West and the chord bears South 26°44'57" West 9.59 feet with a central angle of 86°29'35");

thence South 69°59'45" West 5.80 feet;

thence Southwesterly 101.52 feet along the arc of a 262.50 foot radius curve to the right (center bears North 21°46'15" West and the chord bears South 79°18'30" West 100.89 feet with a central angle of 22°09'31");

thence North 89°32'10" West 48.98 feet;

thence North 00°27'50" East 142.00 feet;

thence North 89°32'10" West 20.00 feet;

thence South 00°27'50" West 142.00 feet;

thence North 89°32'10" West 184.01 feet;

thence North 00°27'50" East 142.00 feet;

thence North 89°32'10" West 20.00 feet;

thence South 00°27'50" West 142.00 feet;

thence North 89°32'10" West 184.01 feet;

thence North 00°27'50" East 142.00 feet;

thence North 89°32'10" West 20.00 feet;

thence South 00°27'50" West 142.00 feet;

thence North 89°32'10" West 184.01 feet; thence North 00°27'50" East 142.00 feet;

thence North 89°32'10" West 20.00 feet:

thence South 00°27'50" West 142.00 feet;

thence North 89°32'10" West 13.63 feet;

thence Southwesterly 128.81 feet along the arc of a 82.00 foot radius curve to the left (center bears South 00°27'50" West and the chord bears South 45°27'50" West 115.97 feet with a central angle of 90°00'00");

thence South 00°27'50" West 50.90 feet;

thence Southwesterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 9.90 feet with a central angle of 90°00'00");

thence North 89°32'10" West 51.88 feet:

thence North 00°27'50" East 283.99 feet;

thence North 89°31'08" West 26.00 feet;

thence South 00°27'50" West 43.60 feet;

thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 14.14 feet with a central angle of 90°00'00");

thence North 89°32'10" West 133.17 feet;

thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°32'10" West 14.14 feet with a central angle of 90°00'00");

thence North 00°27'50" East 43.69 feet;

thence South 89°30'06" East 2.00 feet;

thence South 00°27'50" West 43.69 feet;

thence Southeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 44°32'10" East 11.31 feet with a central angle of 90°00'00");

thence South 89°32'10" East 133.17 feet;

thence Northeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 11.31 feet with a central angle of 90°00'00");

thence North 00°27'50" East 43.60 feet;

thence North 89°30'06" West 233.50 feet;

thence South 00°01'53" East 277.19 feet;

thence Southeasterly 7.81 feet along the arc of a 5.00 foot radius curve to the left (center bears North 89°58'07" East and the chord bears South 44°47'01" East 7.04 feet with a central angle of 89°30'17");

thence South 89°32'10" East 46.94 feet;

thence North 00°27'50" East 282.10 feet:

thence South 89°30'06" East 2.00 feet;

thence South 00°27'50" West 284.10 feet;

thence North 89°32'10" West 48.94 feet;

thence Northwesterly 10.94 feet along the arc of a 7.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°47'01" West 9.86 feet with a central angle of 89°30'17");

thence North 00°01'53" West 279.21 feet;

thence South 89°30'06" East 265.52 feet;

thence South 00°27'50" West 2.08 feet;

thence South 89°32'10" East 927.17 feet;

thence South 00°06'53" East 17.68 feet;

thence Southeasterly 97.65 feet along the arc of a 341.50 foot radius curve to the left (center bears North 89°53'07" East and the chord bears South 08°18'21" East 97.31 feet with a central angle of 16°22'57");

thence South 73°30'10" West 2.00 feet;

thence Northwesterly 98.22 feet along the arc of a 343.50 foot radius curve to the right (center bears North 73°30'10" East and the chord bears North 08°18'21" West 97.88 feet with a central angle of 16°22'57");

thence North 00°06'53" West 15.70 feet:

thence North 89°32'10" West 925.19 feet;

thence South 00°27'50" West 279.90 feet;

thence South 89°32'10" East 49.88 feet;

thence Northeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 7.07 feet with a central angle of 90°00'00");

thence North 00°27'50" East 50.90 feet;

thence Northeasterly 131.95 feet along the arc of a 84.00 foot radius curve to the right (center bears South 89°32'10" East and the chord bears North 45°27'50" East 118.79 feet with a central angle of 90°00'00");

thence South 89°32'10" East 11.63 feet;

thence North 00°27'50" East 140.00 feet:

thence South 89°32'10" East 24.00 feet;

thence South 00°27'50" West 140.00 feet;

thence South 89°32'10" East 180.01 feet;

thence North 00°27'50" East 140.00 feet;

thence South 89°32'10" East 24.00 feet;

thence South 00°27'50" West 140.00 feet;

thence South 89°32'10" East 180.01 feet;

thence North 00°27'50" East 140.00 feet;

thence South 89°32'10" East 24.00 feet;

thence South 00°27'50" West 140.00 feet;

thence South 89°32'10" East 180.01 feet;

thence North 00°27'50" East 140.00 feet;

thence South 89°32'10" East 24.00 feet; thence South 00°27'50" West 140.00 feet;

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thence South 89°32'10" East 46.97 feet;

thence Northeasterly 100.78 feet along the arc of a 260.50 foot radius curve to the left (center bears North 00°23'20" East and the chord bears North 79°18'20" East 100.16 feet with a central angle of 22°10'00");

thence North 69°59'45" East 5.83 feet:

thence Northeasterly 7.55 feet along the arc of a 5.00 foot radius curve to the left (center bears North 20°00'15" West and the chord bears North 26°44'57" East 6.85 feet with a central angle of 86°29'35");

thence North 73°30'10" East 2.00 feet to the point of beginning.

Contains 9,096 Square Feet or 0.209 Acres

### PTE No. 2

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,624.37 feet along the section line and South 204.58 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 62°09'05" West 2.00 feet;

thence Northwesterly 7.17 feet along the arc of a 5.00 foot radius curve to the left (center bears South 62°09'05" West and the chord bears North 68°55'35" West 6.57 feet with a central angle of 82°09'20");

thence South 69°59'45" West 10.88 feet;

thence Southwesterly 69.20 feet along the arc of a 339.50 foot radius curve to the right (center bears North 21°25'49" West and the chord bears South 74°24'34" West 69.08 feet with a central angle of 11°40'45");

thence South 00°27'50" West 201.33 feet;

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thence Southeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 44°32'10" East 11.31 feet with a central angle of 90°00'00");

thence South 89°32'10" East 139.00 feet;

thence South 00°27'50" West 30.00 feet;

thence North 89°32'10" West 436.58 feet;

thence North 00°27'50" East 23.95 feet;

thence South 89°32'10" East 52.25 feet;

thence Northeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 11.31 feet with a central angle of 90°00'00"):

thence North 00°27'50" East 202.00 feet;

thence North 89°32'10" West 144.27 feet;

thence South 00°27'50" West 313.20 feet;

thence North 89°32'10" West 30.00 feet;

thence North 00°27'50" East 65.70 feet;

thence Northwesterly 14.92 feet along the arc of a 9.50 foot radius curve to the left (center bears North 89°32'10" West and the chord bears North 44°32'10" West 13.44 feet with a central angle of 90°00'00");

thence North 89°32'10" West 315.83 feet:

thence Southwesterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 00°27'50" West and the chord bears South 45°27'50" West 11.31 feet with a central angle of 90°00'00");

thence South 00°27'50" West 62.58 feet;

thence North 89°32'10" West 30.00 feet;

thence North 00°27'50" East 158.55 feet;

thence Northwesterly 25.78 feet along the arc of a 33.00 foot radius curve to the left (center bears North 89°32'10" West and the chord bears North 21°54'47" West 25.13 feet with a central angle of 44°45'15");

thence Southwesterly 68.53 feet along the arc of a 62.00 foot radius curve to the right (center bears North 41°09'47" West and the chord bears South 80°30'07" West 65.09 feet with a central angle of 63°19'49"):

thence Northwesterly 0.88 feet along the arc of a 2.32 foot radius curve to the left (center bears South 22°10'02" West and the chord bears North 78°41'04" West 0.88 feet with a central angle of 21°42'12");

thence North 89°32'10" West 59.66 feet;

thence South 00°27'50" West 92.15 feet;

thence Southeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 44°32'10" East 11.31 feet with a central angle of 90°00'00");

thence South 89°32'10" East 41.00 feet;

thence South 00°27'50" West 24.00 feet;

thence North 89°32'10" West 300.51 feet;

thence North 00°01'53" West 24.00 feet;

thence South 89°32'10" East 43.87 feet;

thence Northeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 11.31 feet with a central angle of 90°00'00");

thence North 00°27'50" East 92.15 feet;

thence North 89°32'10" West 47.69 feet;

thence Southwesterly 7.90 feet along the arc of a 5.00 foot radius curve to the left (center bears South 00°27'50" West and the chord bears South 45°12'59" West 7.10 feet with a central angle of 90°29'43");

thence South 00°01'53" East 181.07 feet;

thence South 89°32'10" East 1,349,13 feet;

thence Northeasterly 7.90 feet along the arc of a 5.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°11'38" East 7.10 feet with a central angle of 90°32'23");

thence North 00°04'33" West 62.30 feet;

thence Northwesterly 124.33 feet along the arc of a 256.50 foot radius curve to the left (center bears South 89°55'27" West and the chord bears North 13°57'44" West 123.12 feet with a central angle of 27°46'22");

thence North 27°50'55" West 185.60 feet;

thence North 62°09'05" East 2.00 feet;

thence South 27°50'55" East 185.60 feet;

thence Southeasterly 125.30 feet along the arc of a 258.50 foot radius curve to the right (center bears South 62°09'05" West and the chord bears South 13°57'44" East 124.08 feet with a central angle of 27°46'22");

thence South 00°04'33" East 62.30 feet:

thence Southwesterly 11.06 feet along the arc of a 7.00 foot radius curve to the right (center bears South 89°55'27" West and the chord bears South 45°11'38" West 9.95 feet with a central angle of 90°32'23");

thence North 89°32'10" West 1,351.11 feet;

thence North 00°01'53" West 183.06 feet;

thence Northeasterly 11.06 feet along the arc of a 7.00 foot radius curve to the right (center bears North 89°58'07" East and the chord bears North 45°12'59" East 9.94 feet with a central angle of 90°29'43");

thence South 89°32'10" East 49.69 feet;

thence South 00°27'50" West 94.15 feet;

thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 14.14 feet with a central angle of 90°00'00");

thence North 89°32'10" West 43.15 feet;

thence South 00°27'50" West 20.00 feet;

thence South 89°32'10" East 298.00 feet:

thence North 00°27'50" East 20.00 feet;

thence North 89°32'10" West 39.00 feet;

thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°32'10" West 14.14 feet with a central angle of 90°00'00");

thence North 00°27'50" East 94.15 feet;

thence South 89°32'10" East 61.66 feet;

thence Southeasterly 1.64 feet along the arc of a 4.32 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 78°41'04" East 1.63 feet with a central angle of 21°42'12");

thence Northeasterly 68.16 feet along the arc of a 60.00 foot radius curve to the left (center bears North 22°10'02" East and the chord bears North 79°37'26" East 64.55 feet with a central angle of 65°05'12");

thence Southeasterly 29.26 feet along the arc of a 35.00 foot radius curve to the right (center bears South 42°33'26" West and the chord bears South 23°29'22" East 28.42 feet with a central angle of 47°54'24");

thence South 00°27'50" West 156.55 feet;

thence South 89°32'10" East 26.00 feet:

thence North 00°27'50" East 60.58 feet:

thence Northeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears South 89°32'10" East and the chord bears North 45°27'50" East 14.14 feet with a central angle of 90°00'00");

thence South 89°32'10" East 317.33 feet;

thence Southeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 44°32'10" East 14.14 feet with a central angle of 90°00'00");

thence South 00°27'50" West 65.20 feet;

thence South 89°32'10" East 26.00 feet;

thence North 00°27'50" East 313.20 feet;

thence South 89°32'10" East 148.27 feet;

thence South 00°27'50" West 204.00 feet;

thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 14.14 feet with a central angle of 90°00'00");

thence North 89°32'10" West 50.25 feet;

thence South 00°27'50" West 19.95 feet;

thence South 89°32'10" East 432.58 feet;

thence North 00°27'50" East 26.00 feet:

thence North 89°32'10" West 137.00 feet;

thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°32'10" West 14.14 feet with a central angle of 90°00'00");

thence North 00°27'50" East 203.01 feet;

thence Northeasterly 70.49 feet along the arc of a 337.50 foot radius curve to the left (center bears North 09°28'02" West and the chord bears North 74°32'57" East 70.36 feet with a central angle of 11°58'02");

thence North 69°59'45" East 10.91 feet;

thence Southeasterly 10.04 feet along the arc of a 7.00 foot radius curve to the right (center bears South 20°00'15" East and the chord bears South 68°55'35" East 9.20 feet with a central angle of 82°09'20") to the point of beginning.

Contains 10,204 Square Feet or 0.234 Acres

# PTE No. 3

A parcel of land, situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,769.58 feet along the section line and South 229.59 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Northeasterly 32.56 feet along the arc of a 337.50 foot radius curve to the left (center bears North 00°30'59" East and the chord bears North 87°45'08" East 32.55 feet with a central angle of 05°31'42");

thence South 00°27'50" West 181.49 feet;

thence Southwesterly 43.98 feet along the arc of a 28.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 39.60 feet with a central angle of 90°00'01");

thence North 89°32'10" West 117.33 feet;

thence Northwesterly 43.98 feet along the arc of a 28.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°32'10" West 39.60 feet with a central angle of 90°00'00"):

thence North 00°27'50" East 179.95 feet:

thence South 89°32'10" East 140.83 feet;

thence South 00°27'50" West 2.00 feet;

thence North 89°32'10" West 138.83 feet;

thence South 00°27'50" West 177.95 feet;

thence Southeasterly 40.84 feet along the arc of a 26.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 44°32'10" East 36.77 feet with a central angle of 90°00'00");

thence South 89°32'10" East 117.33 feet;

thence Northeasterly 40.84 feet along the arc of a 26.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 36.77 feet with a central angle of 90°00'01");

thence North 00°27'50" East 179.30 feet;

thence Southwesterly 30.56 feet along the arc of a 339.50 foot radius curve to the right (center bears North 04°38'26" West and the chord bears South 87°56'16" West 30.55 feet with a central angle of 05°09'25");

thence North 00°30'59" East 2.00 feet to the point of beginning.

Contains 1,466 Square Feet or 0.034 Acres

### PTE No. 4

A parcel of land, situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 2,463.51 feet along the section line and South 230.01 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°27'50" West 2.00 feet;

thence Southwesterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears South 00°27'50" West and the chord bears South 45°27'50" West 7.07 feet with a central angle of 90°00'00");

thence South 00°27'50" West 53.36 feet;

thence Southeasterly 1.68 feet along the arc of a 5.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 09°09'55" East 1.67 feet with a central angle of 19°15'29");

thence Southerly 42.58 feet along the arc of a 62.00 foot radius curve to the right (center bears South 71°12'21" West and the chord bears South 00°52'54" West 41.75 feet with a central angle of 39°21'07");

thence Southeasterly 55.00 feet along the arc of a 63.00 foot radius curve to the right (center bears South 40°26'23" West and the chord bears South 24°32'53" East 53.27 feet with a central angle of 50°01'27");

thence South 00°27'50" West 31.97 feet;

thence Southeasterly 40.84 feet along the arc of a 26.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 44°32'10" East 36.77 feet with a central angle of 90°00'00");

thence South 89°32'10" East 281.33 feet;

thence Northeasterly 40.84 feet along the arc of a 26.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 36.77 feet with a central angle of 90°00'00");

thence North 00°27'50" East 182.00 feet;

thence North 89°32'10" West 350.83 feet;

thence North 00°27'50" East 2.00 feet;

thence South 89°32'10" East 352.83 feet;

thence South 00°27'50" West 184.00 feet:

thence Southwesterly 43.98 feet along the arc of a 28.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 39.60 feet with a central angle of 90°00'00");

thence North 89°32'10" West 281.33 feet;

thence Northwesterly 43.98 feet along the arc of a 28.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°32'10" West 39.60 feet with a central angle of 90°00'00");

thence North 00°27'50" East 31.97 feet;

thence Northwesterly 54.67 feet along the arc of a 61.00 foot radius curve to the left (center bears North 89°32'10" West and the chord bears North 25°12'46" West 52.86 feet with a central angle of 51°21'13");

thence Northeasterly 42.62 feet along the arc of a 60.00 foot radius curve to the left (center bears North 68°05'28" West and the chord bears North 01°33'26" East 41.73 feet with a central angle of 40°42'11");

thence Northwesterly 2.35 feet along the arc of a 7.00 foot radius curve to the right (center bears North 71°12'21" East and the chord bears North 09°09'55" West 2.34 feet with a central angle of 19°15'29");

thence North 00°27'50" East 53.36 feet;

thence Northeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears South 89°32'10" East and the chord bears North 45°27'50" East 9.90 feet with a central angle of 90°00'00") to the point of beginning.

Contains 2,190 Square Feet or 0.050 Acres

#### PTE No. 5

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 2,639.33 feet along the section line and South 368.01 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 45°27'50" West 2.83 feet;

thence North 89°32'10" West 139.85 feet;

thence South 00°27'50" West 40.00 feet:

thence Southeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 44°32'10" East 11.31 feet with a central angle of 90°00'00");

thence South 89°32'10" East 123.85 feet;

thence Northeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 11.31 feet with a central angle of 90°00'00");

thence North 00°27'50" East 40.00 feet:

thence North 45°27'50" East 2.83 feet:

thence South 00°27'50" West 42.00 feet;

thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 14.14 feet with a central angle of 90°00'00");

thence North 89°32'10" West 123.85 feet;

thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°32'10" West 14.14 feet with a central angle of 90°00'00");

thence North 00°27'50" East 42.00 feet;

thence South 89°32'10" East 143.85 feet to the point of beginning.

Contains 752 Square Feet or 0.017 Acres

#### PTE No. 6

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 2,630.54 feet along the section line and South 248.54 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 89°32'10" West 2.00 feet;

thence Northwesterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears North 89°32'10" West and the chord bears North 44°32'10" West 11.31 feet with a central angle of 90°00'00");

thence North 89°32'10" West 133.17 feet;

thence Southwesterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 00°27'50" West and the chord bears South 45°27'50" West 11.31 feet with a central angle of 90°00'00");

thence South 00°27'50" West 44.47 feet;

thence South 89°32'10" East 149.17 feet;

thence North 00°27'50" East 44.47 feet;

thence South 89°32'10" East 2.00 feet;

thence South 00°27'50" West 46.47 feet;

thence North 89°32'10" West 153.17 feet:

thence North 00°27'50" East 46.47 feet;

thence Northeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears South 89°32'10" East and the chord bears North 45°27'50" East 14.14 feet with a central angle of 90°00'00");

thence South 89°32'10" East 133.17 feet;

thence Southeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 44°32'10" East 14.14 feet with a central angle of 90°00'00") to the point of beginning.

Contains 807 Square Feet or 0.019 Acres

#### PTE No. 7

A parcel of land, situate in the Northeast and Northwest Quarters of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 2,629.49 feet along the section line and South 118.35 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°27'50" West 90.18 feet;

thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°32'10" West and the chord bears South 45°27'50" West 14.14 feet with a central angle of 90°00'00");

thence North 89°32'10" West 133.17 feet;

thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°27'50" East and the chord bears North 44°32'10" West 14.14 feet with a central angle of 90°00'00"):

thence North 00°27'50" East 89.93 feet;

thence Northeasterly 43.98 feet along the arc of a 28.00 foot radius curve to the right (center bears South 89°32'10" East and the chord bears North 45°27'50" East 39.60 feet with a central angle of 90°00'00"):

thence South 89°32'10" East 97.17 feet;

thence Southeasterly 43.73 feet along the arc of a 28.00 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 44°47'47" East 39.42 feet with a central angle of 89°28'45");

thence North 89°47'47" West 2.00 feet;

thence Northwesterly 40.64 feet along the arc of a 25.87 foot radius curve to the left (center bears North 89°47'47" West and the chord bears North 44°47'47" West 36.59 feet with a central angle of 90°00'00");

thence North 89°32'10" West 97.18 feet;

thence Southwesterly 40.84 feet along the arc of a 26.00 foot radius curve to the left (center bears South 00°27'50" West and the chord bears South 45°27'50" West 36.77 feet with a central angle of 90°00'00");

thence South 00°27'50" West 89.93 feet;

thence Southeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 89°32'10" East and the chord bears South 44°32'10" East 11.31 feet with a central angle of 90°00'00");

thence South 89°32'10" East 133.17 feet;

thence Northeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°27'50" East 11.31 feet with a central angle of 90°00'00");

thence North 00°27'50" East 90.17 feet; thence South 89°47'47" East 2.00 feet to the point of beginning.

Contains 1,045 Square Feet or 0.024 Acres