

176952-CPI

When recorded, return to:

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

14241424 B: 11491 P: 8173 Total Pages: 20
05/16/2024 03:02 PM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Parcel No(s). 26-34-226-008 and 26-34-276-020

(Space above for recorder's use only)

TECHNOLOGY EASEMENT AGREEMENT

THIS TECHNOLOGY EASEMENT AGREEMENT (this "Agreement") is entered into this 14 day of May, 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 Exhibit A 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 interfere 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. **No Interference.** 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. **Maintenance and Restoration.** 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. **Indemnification.** 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. **Liens.** 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.

12. **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:

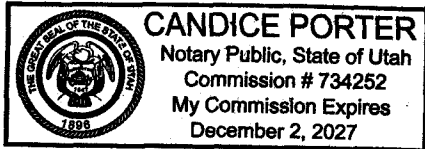
OLYMPIA RANCH, LLC,
a Utah limited liability company

By: [Signature]
Name: Ryan Button
Its: MANAGER

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

On this 15 day of May, 2024, before me, Candice Porter, 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.



[Signature]
Notary Public
My Commission Expires: 12-2-2027

GRANTEE:

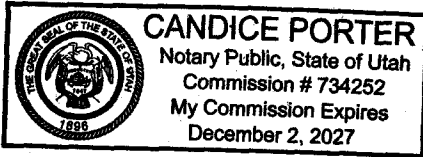
TECH HOLDINGS, LLC,
a Utah limited liability company

By: [Signature]
Name: Ryan Button
Its: MANAGER

STATE OF Utah)
)
) :ss
COUNTY OF Salt Lake)

On this 15 day of May, 2024, before me, Candice Porter, a Notary Public, personally appeared Ryan Button, the Manager of TECH HOLDINGS, 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.



[Signature]

Notary Public

My Commission Expires: 12-2-2027

EXHIBIT A

(Legal Description of the Grantor Property)

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

PARCEL 1 (Proposed Great Basin at Olympia – Phase 1)

A parcel of land, situate in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, 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 10.20 feet along the section line and South 249.46 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°30'58" East 155.96 feet;

thence South 00°29'02" West 9.00 feet;

thence South 89°30'58" East 343.15 feet;

thence North 00°30'22" West 8.04 feet;

thence North 89°29'38" East 155.00 feet;

thence South 00°30'22" East 1,408.60 feet;

thence South 56°51'10" West 132.32 feet;

thence South 74°01'37" West 66.16 feet;

thence Southwesterly 130.90 feet along the arc of a 466.00 foot radius curve to the left (center bears South 15°58'23" East and the chord bears South 65°58'46" West 130.47 feet with a central angle of 16°05'42");

thence South 57°55'55" West 28.39 feet;

thence Southwesterly 294.31 feet along the arc of a 534.00 foot radius curve to the right (center bears North 32°04'05" West and the chord bears South 73°43'16" West 290.60 feet with a central angle of 31°34'42");

thence Southwesterly 26.49 feet along the arc of a 17.00 foot radius curve to the left (center bears South 00°29'23" East and the chord bears South 44°52'24" West 23.89 feet with a central angle of 89°16'25");

thence North 00°14'11" East 102.01 feet;

thence Southeasterly 26.97 feet along the arc of a 17.00 foot radius curve to the left (center bears South 89°45'49" East and the chord bears South 45°12'33" East 24.23 feet with a central angle of 90°53'28");

thence Northeasterly 198.28 feet along the arc of a 466.00 foot radius curve to the left (center bears North 00°39'17" West and the chord bears North 77°09'21" East 196.78 feet with a central angle of 24°22'43");

thence Northeasterly 27.97 feet along the arc of a 17.00 foot radius curve to the left (center bears North 25°02'00" West and the chord bears North 17°50'26" East 24.92 feet with a central angle of 94°15'07");

thence Northwesterly 17.21 feet along the arc of a 277.50 foot radius curve to the right (center bears North 60°42'53" East and the chord bears North 27°30'30" West 17.21 feet with a central angle of 03°33'15");

thence North 64°16'07" East 55.00 feet;

thence Southeasterly 12.81 feet along the arc of a 222.50 foot radius curve to the left (center bears North 64°16'07" East and the chord bears South 27°22'52" East 12.81 feet with a central angle of 03°17'57");

thence Southeasterly 27.43 feet along the arc of a 17.00 foot radius curve to the left (center bears North 60°58'10" East and the chord bears South 75°15'36" East 24.55 feet with a central angle of 92°27'32");

thence Northeasterly 99.53 feet along the arc of a 534.00 foot radius curve to the right (center bears South 31°29'22" East and the chord bears North 63°51'01" East 99.39 feet with a central angle of 10°40'45");

thence North 15°58'23" West 77.98 feet;

thence North 00°30'22" West 398.91 feet;

thence North 89°34'46" West 20.89 feet;

thence North 00°25'14" East 55.00 feet;

thence North 89°34'46" West 74.65 feet;

thence Southwesterly 30.13 feet along the arc of a 72.00 foot radius curve to the left (center bears South 00°25'14" West and the chord bears South 78°25'52" West 29.91 feet with a central angle of 23°58'43");

thence North 00°30'22" West 760.89 feet;

thence North 89°30'58" West 275.16 feet;

thence North 00°16'16" East 165.00 feet to the point of beginning.

Contains 564,370 Square Feet or 12.956 Acres and 93 Lots and 2 Parcels

PARCEL 2 (Proposed Great Basin at Olympia – Phase 2A)

A parcel of land, situate in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°48'53" East 641.53 feet along the section line;

thence South 00°30'22" East 251.11 feet to the northerly boundary line of Great Basin at Olympia Phase 1;

thence along said northerly boundary line the following five (5) courses:

- (1) South 89°29'38" West 155.00 feet;
 - (2) South 00°30'22" East 8.04 feet;
 - (3) North 89°30'58" West 343.15 feet;
 - (4) North 00°29'02" East 9.00 feet;
 - (5) North 89°30'58" West 155.96 feet;
- thence North 00°16'16" East 249.46 feet to the section line;
- thence South 89°30'06" East 9.02 feet along the section line to the point of beginning.

Contains 166,815 Square Feet or 3.830 Acres and 22 Lots and 1 Parcel

PARCEL 3 (Proposed Great Basin at Olympia – Phase 2B)

A parcel of land, situate in the Northwest Quarter of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being South 89°48'53" East 374.58 feet along the section line and South 1,170.89 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

- thence South 00°25'14" West 55.00 feet;
- thence South 89°34'46" East 20.89 feet;
- thence South 00°30'22" East 398.91 feet;
- thence South 15°58'23" East 77.98 feet;
- thence Southwesterly 99.53 feet along the arc of a 534.00 foot radius curve to the left (center bears South 20°48'37" East and the chord bears South 63°51'01" West 99.39 feet with a central angle of 10°40'45");
- thence Northwesterly 27.43 feet along the arc of a 17.00 foot radius curve to the right (center bears North 31°29'22" West and the chord bears North 75°15'36" West 24.55 feet with a central angle of 92°27'32");
- thence Northwesterly 12.81 feet along the arc of a 222.50 foot radius curve to the right (center bears North 60°58'10" East and the chord bears North 27°22'52" West 12.81 feet with a central angle of 03°17'57");
- thence South 64°16'07" West 55.00 feet;
- thence Southeasterly 17.21 feet along the arc of a 277.50 foot radius curve to the left (center bears North 64°16'07" East and the chord bears South 27°30'30" East 17.21 feet with a central angle of 03°33'15");
- thence Southwesterly 27.97 feet along the arc of a 17.00 foot radius curve to the right (center bears South 60°42'53" West and the chord bears South 17°50'26" West 24.92 feet with a central angle of 94°15'07");
- thence Southwesterly 198.28 feet along the arc of a 466.00 foot radius curve to the right (center bears North 25°02'00" West and the chord bears South 77°09'21" West 196.78 feet with a central angle of 24°22'43");

thence Northwesterly 26.97 feet along the arc of a 17.00 foot radius curve to the right (center bears North 00°39'17" West and the chord bears North 45°12'33" West 24.23 feet with a central angle of 90°53'28");

thence North 00°14'11" East 358.97 feet;

thence Northwesterly 128.32 feet along the arc of a 700.00 foot radius curve to the left (center bears North 89°45'49" West and the chord bears North 05°00'54" West 128.14 feet with a central angle of 10°30'11");

thence North 74°24'14" East 41.92 feet;

thence Northeasterly 23.71 feet along the arc of a 84.50 foot radius curve to the right (center bears South 15°35'46" East and the chord bears North 82°26'38" East 23.64 feet with a central angle of 16°04'48");

thence South 89°30'58" East 129.78 feet;

thence North 00°29'02" East 74.00 feet;

thence Northeasterly 113.02 feet along the arc of a 72.00 foot radius curve to the right (center bears South 89°30'58" East and the chord bears North 45°27'08" East 101.77 feet with a central angle of 89°56'12");

thence South 89°34'46" East 74.65 feet to the point of beginning.

Contains 189,118 Square Feet or 4.342 Acres and 35 Lots and 1 Parcel

EXHIBIT B

(Legal Description of the Easement Area)

PTE No. 1

A parcel of land, situate in the Northeast Quarter of Section 34 and the Northwest Quarter of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°48'53" East 641.53 feet along the section line;
thence South 00°30'22" East 571.11 feet;
thence South 89°29'38" West 83.00 feet;
thence Northwesterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears North 00°30'22" West and the chord bears North 45°30'22" West 9.90 feet with a central angle of 90°00'00");
thence North 00°30'22" West 386.05 feet;
thence Northeasterly 4.46 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°29'38" East and the chord bears North 12°15'37" East 4.42 feet with a central angle of 25°31'57");
thence Northwesterly 143.79 feet along the arc of a 60.00 foot radius curve to the left (center bears North 64°58'25" West and the chord bears North 43°37'46" West 111.77 feet with a central angle of 137°18'42");
thence Southwesterly 3.97 feet along the arc of a 10.00 foot radius curve to the right (center bears North 22°17'07" West and the chord bears South 79°05'57" West 3.95 feet with a central angle of 22°46'09");
thence North 89°30'58" West 309.33 feet;
thence Northwesterly 3.97 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°29'02" East and the chord bears North 78°07'54" West 3.95 feet with a central angle of 22°46'09");
thence Southwesterly 141.94 feet along the arc of a 60.00 foot radius curve to the left (center bears South 23°15'11" West and the chord bears South 45°29'02" West 111.08 feet with a central angle of 135°32'17");
thence Southeasterly 3.97 feet along the arc of a 10.00 foot radius curve to the right (center bears South 67°42'53" West and the chord bears South 10°54'03" East 3.95 feet with a central angle of 22°46'09");
thence South 00°29'02" West 168.36 feet;
thence Southwesterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears North 89°30'58" West and the chord bears South 45°29'02" West 9.90 feet with a central angle of 90°00'00");
thence North 89°30'58" West 83.59 feet;
thence North 00°16'16" East 349.46 feet to the section line;
thence South 89°30'06" East 9.02 feet along the section line;
thence South 00°20'30" West 2.00 feet;
thence North 89°30'06" West 7.02 feet;
thence South 00°16'16" West 345.46 feet;

thence South 89°30'58" East 81.60 feet;
 thence Northeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears North 00°29'02" East and the chord bears North 45°29'02" East 7.07 feet with a central angle of 90°00'00");
 thence North 00°29'02" East 168.36 feet;
 thence Northwesterly 3.18 feet along the arc of a 8.00 foot radius curve to the left (center bears North 89°30'58" West and the chord bears North 10°54'03" West 3.16 feet with a central angle of 22°46'09");
 thence Northeasterly 146.67 feet along the arc of a 62.00 foot radius curve to the right (center bears North 67°42'53" East and the chord bears North 45°29'02" East 114.78 feet with a central angle of 135°32'17");
 thence Southeasterly 3.18 feet along the arc of a 8.00 foot radius curve to the left (center bears North 23°15'11" East and the chord bears South 78°07'54" East 3.16 feet with a central angle of 22°46'09");
 thence South 89°30'58" East 309.33 feet;
 thence Northeasterly 3.18 feet along the arc of a 8.00 foot radius curve to the left (center bears North 00°29'02" East and the chord bears North 79°05'57" East 3.16 feet with a central angle of 22°46'09");
 thence Southeasterly 148.59 feet along the arc of a 62.00 foot radius curve to the right (center bears South 22°17'07" East and the chord bears South 43°37'46" East 115.49 feet with a central angle of 137°18'42");
 thence Southwesterly 3.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 64°58'25" East and the chord bears South 12°15'37" West 3.54 feet with a central angle of 25°31'57");
 thence South 00°30'22" East 386.05 feet;
 thence Southeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears North 89°29'38" East and the chord bears South 45°30'22" East 7.07 feet with a central angle of 90°00'00");
 thence North 89°29'38" East 81.00 feet;
 thence North 00°30'22" West 567.14 feet;
 thence North 89°48'53" West 639.56 feet;
 thence North 00°20'30" East 2.00 feet to the point of beginning.

Contains 5,835 Square Feet or 0.134 Acres

PTE No. 2

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 South 89°48'53" East 564.24 feet along the section line and South 647.07 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 89°29'38" East 83.00 feet;
 thence South 00°30'22" East 973.21 feet;
 thence South 74°01'37" West 82.85 feet;
 thence Northwesterly 11.79 feet along the arc of a 7.00 foot radius curve to the right (center bears North 15°58'23" West and the chord bears North 57°42'33" West 10.45 feet with a central angle of 96°31'40");

thence Northwesterly 17.55 feet along the arc of a 112.50 foot radius curve to the right (center bears North 80°33'17" East and the chord bears North 04°58'33" West 17.53 feet with a central angle of 08°56'21");
 thence North 00°30'22" West 965.17 feet;
 thence Northeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears North 89°29'38" East and the chord bears North 44°29'38" East 9.90 feet with a central angle of 90°00'00");
 thence South 00°30'22" East 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°30'22" East and the chord bears South 44°29'38" West 7.07 feet with a central angle of 90°00'00");
 thence South 00°30'22" East 965.17 feet;
 thence Southeasterly 17.24 feet along the arc of a 110.50 foot radius curve to the left (center bears North 89°29'38" East and the chord bears South 04°58'33" East 17.22 feet with a central angle of 08°56'21");
 thence Southeasterly 8.42 feet along the arc of a 5.00 foot radius curve to the left (center bears North 80°33'17" East and the chord bears South 57°42'33" East 7.46 feet with a central angle of 96°31'40");
 thence North 74°01'37" East 81.33 feet;
 thence North 00°30'22" West 969.69 feet;
 thence South 89°29'38" West 81.00 feet;
 thence North 00°30'22" West 2.00 feet to the point of beginning.

Contains 4,275 Square Feet or 0.098 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 South 89°48'53" East 44.02 feet along the section line and South 1,332.33 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 57°43'47" East 2.70 feet;
 thence Southeasterly 124.60 feet along the arc of a 712.00 foot radius curve to the right (center bears South 80°12'34" West and the chord bears South 04°46'38" East 124.45 feet with a central angle of 10°01'38");
 thence South 00°14'11" West 358.97 feet;
 thence Southeasterly 7.93 feet along the arc of a 5.00 foot radius curve to the left (center bears South 89°45'49" East and the chord bears South 45°12'33" East 7.13 feet with a central angle of 90°53'28");
 thence Northeasterly 193.17 feet along the arc of a 454.00 foot radius curve to the left (center bears North 00°39'17" West and the chord bears North 77°09'21" East 191.72 feet with a central angle of 24°22'43");
 thence Northeasterly 8.23 feet along the arc of a 5.00 foot radius curve to the left (center bears North 25°02'00" West and the chord bears North 17°50'26" East 7.33 feet with a central angle of 94°15'07");

thence Northwesterly 100.60 feet along the arc of a 289.50 foot radius curve to the right (center bears North 60°42'53" East and the chord bears North 19°19'49" West 100.10 feet with a central angle of 19°54'38");

thence North 89°30'58" West 156.58 feet;

thence North 00°29'02" East 40.00 feet;

thence South 89°30'58" East 152.47 feet;

thence Northerly 9.57 feet along the arc of a 289.50 foot radius curve to the right (center bears North 88°35'23" East and the chord bears North 00°27'47" West 9.57 feet with a central angle of 01°53'38");

thence North 00°29'02" East 174.43 feet;

thence North 89°30'58" West 152.31 feet;

thence North 00°29'02" East 40.00 feet;

thence South 89°30'58" East 152.31 feet;

thence North 00°29'02" East 90.00 feet;

thence North 89°30'58" West 117.78 feet;

thence Southwesterly 21.75 feet along the arc of a 77.50 foot radius curve to the left (center bears South 00°29'02" West and the chord bears South 82°26'38" West 21.68 feet with a central angle of 16°04'48");

thence South 74°24'14" West 30.55 feet;

thence North 57°43'47" West 2.70 feet;

thence North 74°24'14" East 32.36 feet;

thence Northeasterly 22.31 feet along the arc of a 79.50 foot radius curve to the right (center bears South 15°35'46" East and the chord bears North 82°26'37" East 22.24 feet with a central angle of 16°04'46");

thence South 89°30'58" East 119.78 feet;

thence South 00°29'02" West 94.00 feet;

thence North 89°30'58" West 152.31 feet;

thence South 00°29'02" West 36.00 feet;

thence South 89°30'58" East 152.31 feet;

thence South 00°29'02" West 176.43 feet;

thence Southerly 11.57 feet along the arc of a 287.50 foot radius curve to the left (center bears South 89°30'58" East and the chord bears South 00°40'09" East 11.57 feet with a central angle of 02°18'22");

thence North 89°30'58" West 152.54 feet;

thence South 00°29'02" West 36.00 feet;

thence South 89°30'58" East 156.27 feet;

thence Southeasterly 101.59 feet along the arc of a 287.50 foot radius curve to the left (center bears North 80°57'37" East and the chord bears South 19°09'45" East 101.06 feet with a central angle of 20°14'44");

thence Southwesterly 11.52 feet along the arc of a 7.00 foot radius curve to the right (center bears South 60°42'53" West and the chord bears South 17°50'26" West 10.26 feet with a central angle of 94°15'07");

thence Southwesterly 194.02 feet along the arc of a 456.00 foot radius curve to the right (center bears North 25°02'00" West and the chord bears South 77°09'21" West 192.56 feet with a central angle of 24°22'43");

thence Northwesterly 11.10 feet along the arc of a 7.00 foot radius curve to the right (center bears North 00°39'17" West and the chord bears North 45°12'33" West 9.98 feet with a central angle of 90°53'28");

thence North 00°14'11" East 358.97 feet;

thence Northwesterly 126.06 feet along the arc of a 710.00 foot radius curve to the left (center bears North 89°45'49" West and the chord bears North 04°51'00" West 125.90 feet with a central angle of 10°10'23") to the point of beginning.

Contains 3,876 Square Feet or 0.089 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 South 89°48'53" East 299.72 feet along the section line and South 1,235.58 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°25'14" 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°25'14" West and the chord bears South 45°27'08" West 7.07 feet with a central angle of 89°56'12");
thence South 00°29'02" West 385.43 feet;
thence Southeasterly 108.43 feet along the arc of a 210.50 foot radius curve to the left (center bears South 89°30'58" East and the chord bears South 14°16'24" East 107.24 feet with a central angle of 29°30'52");
thence Southeasterly 8.07 feet along the arc of a 5.00 foot radius curve to the left (center bears North 60°58'10" East and the chord bears South 75°15'36" East 7.22 feet with a central angle of 92°27'32");
thence Northeasterly 147.86 feet along the arc of a 546.00 foot radius curve to the right (center bears South 31°29'22" East and the chord bears North 66°16'07" East 147.41 feet with a central angle of 15°30'58");
thence North 74°01'37" East 31.18 feet;
thence Northeasterly 7.55 feet along the arc of a 5.00 foot radius curve to the left (center bears North 15°58'23" West and the chord bears North 30°47'40" East 6.85 feet with a central angle of 86°27'52");
thence Northwesterly 39.46 feet along the arc of a 189.50 foot radius curve to the right (center bears North 77°33'44" East and the chord bears North 06°28'19" West 39.39 feet with a central angle of 11°55'54");
thence North 00°30'22" West 376.94 feet;
thence Northwesterly 7.77 feet along the arc of a 5.00 foot radius curve to the left (center bears South 89°29'38" West and the chord bears North 45°02'34" West 7.01 feet with a central angle of 89°04'24");
thence North 89°34'46" West 180.83 feet;
thence North 00°25'14" East 2.00 feet;
thence South 89°34'46" East 180.83 feet;
thence Southeasterly 10.88 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°25'14" West and the chord bears South 45°02'34" East 9.82 feet with a central angle of 89°04'24");
thence South 00°30'22" East 376.94 feet;
thence Southeasterly 39.05 feet along the arc of a 187.50 foot radius curve to the left (center bears North 89°29'38" East and the chord bears South 06°28'19" East 38.98 feet with a central angle of 11°55'54");

thence Southwesterly 10.56 feet along the arc of a 7.00 foot radius curve to the right (center bears South 77°33'44" West and the chord bears South 30°47'40" West 9.59 feet with a central angle of 86°27'52");
thence South 74°01'37" West 31.18 feet;
thence Southwesterly 147.32 feet along the arc of a 544.00 foot radius curve to the left (center bears South 15°58'23" East and the chord bears South 66°16'07" West 146.87 feet with a central angle of 15°30'58");
thence Northwesterly 11.30 feet along the arc of a 7.00 foot radius curve to the right (center bears North 31°29'22" West and the chord bears North 75°15'36" West 10.11 feet with a central angle of 92°27'32");
thence Northwesterly 109.46 feet along the arc of a 212.50 foot radius curve to the right (center bears North 60°58'10" East and the chord bears North 14°16'24" West 108.26 feet with a central angle of 29°30'52");
thence North 00°29'02" East 385.43 feet;
thence Northeasterly 10.99 feet along the arc of a 7.00 foot radius curve to the right (center bears South 89°30'58" East and the chord bears North 45°27'08" East 9.89 feet with a central angle of 89°56'12") to the point of beginning.

Contains 2,615 Square Feet or 0.060 Acres

PTE No. 5

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 South 89°48'53" East 484.90 feet along the section line and South 949.43 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°30'22" East 204.82 feet;
thence Southwesterly 11.11 feet along the arc of a 7.00 foot radius curve to the right (center bears South 89°29'38" West and the chord bears South 44°57'26" West 9.98 feet with a central angle of 90°55'36");
thence North 89°34'46" West 73.90 feet;
thence North 00°30'22" West 200.63 feet;
thence Northeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 89°29'38" East and the chord bears North 44°29'38" East 14.14 feet with a central angle of 90°00'00");
thence North 89°29'38" East 71.00 feet;
thence South 44°29'38" West 2.83 feet;
thence South 89°29'38" West 69.00 feet;
thence Southwesterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 00°30'22" East and the chord bears South 44°29'38" West 11.31 feet with a central angle of 90°00'00");
thence South 00°30'22" East 198.66 feet;
thence South 89°34'46" East 71.93 feet;
thence Northeasterly 7.93 feet along the arc of a 5.00 foot radius curve to the left (center bears North 00°25'14" East and the chord bears North 44°57'26" East 7.13 feet with a central angle of 90°55'36");
thence North 00°30'22" West 202.82 feet;

thence North 44°29'38" East 2.83 feet to the point of beginning.

Contains 1,140 Square Feet or 0.026 Acres

PTE No. 6

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 South 89°48'53" East 278.91 feet along the section line and South 951.91 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 89°29'38" East 79.00 feet;
thence Southeasterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears South 00°30'22" East and the chord bears South 45°30'22" East 14.14 feet with a central angle of 90°00'00");
thence South 00°30'22" East 200.05 feet;
thence North 89°34'46" West 69.49 feet;
thence Southwesterly 19.67 feet along the arc of a 82.00 foot radius curve to the left (center bears South 00°25'14" West and the chord bears South 83°32'53" West 19.62 feet with a central angle of 13°44'42");
thence North 00°30'22" West 210.95 feet;
thence South 45°30'22" East 2.83 feet;
thence South 00°30'22" East 206.49 feet;
thence Northeasterly 17.65 feet along the arc of a 84.00 foot radius curve to the right (center bears South 11°37'14" East and the chord bears North 84°24'00" East 17.62 feet with a central angle of 12°02'28");
thence South 89°34'46" East 67.46 feet;
thence North 00°30'22" West 198.01 feet;
thence Northwesterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears South 89°29'38" West and the chord bears North 45°30'22" West 11.31 feet with a central angle of 90°00'00");
thence South 89°29'38" West 77.00 feet;
thence North 45°30'22" West 2.83 feet to the point of beginning.

Contains 1,174 Square Feet or 0.027 Acres

PTE No. 7

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 South 89°48'53" East 277.79 feet along the section line and South 824.92 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 45°30'22" East 2.83 feet;
thence South 00°30'22" East 87.00 feet;
thence North 89°29'38" East 202.00 feet;

thence North 00°30'22" West 87.00 feet;
thence South 89°29'38" West 202.00 feet;
thence North 45°30'22" West 2.83 feet;
thence North 89°29'38" East 206.00 feet;
thence South 00°30'22" East 91.00 feet;
thence South 89°29'38" West 206.00 feet;
thence North 00°30'22" West 91.00 feet to the point of beginning.

Contains 1,172 Square Feet or 0.027 Acres

PTE No. 8

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 South 89°48'53" East 276.47 feet along the section line and South 676.41 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 45°30'22" East 2.83 feet;
thence South 00°30'22" East 87.00 feet;
thence North 89°29'38" East 202.00 feet;
thence North 00°30'22" West 87.00 feet;
thence South 89°29'38" West 202.00 feet;
thence North 45°30'22" West 2.83 feet;
thence North 89°29'38" East 206.00 feet;
thence South 00°30'22" East 91.00 feet;
thence South 89°29'38" West 206.00 feet;
thence North 00°30'22" West 91.00 feet to the point of beginning.

Contains 1,172 Square Feet or 0.027 Acres

PTE No. 9

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 South 89°48'53" East 274.26 feet along the section line and South 425.90 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 45°00'40" East 2.85 feet;
thence South 00°30'22" East 210.49 feet;
thence North 89°29'38" East 76.98 feet;
thence Northeasterly 12.57 feet along the arc of a 8.00 foot radius curve to the left (center bears North 00°30'22" West and the chord bears North 44°29'38" East 11.31 feet with a central angle of 90°00'00");
thence North 00°30'22" West 201.02 feet;
thence North 89°30'58" West 84.99 feet;
thence North 45°00'40" West 2.85 feet;

thence South 89°30'58" East 88.99 feet;
thence South 00°30'22" East 202.99 feet;
thence Southwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears South 89°29'38" West and the chord bears South 44°29'38" West 14.14 feet with a central angle of 90°00'00");
thence South 89°29'38" West 78.98 feet;
thence North 00°30'22" West 214.53 feet to the point of beginning.

Contains 1,187 Square Feet or 0.027 Acres

PTE No. 10

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 South 89°48'53" East 399.26 feet along the section line and South 426.55 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°30'58" East 74.15 feet;
thence Southeasterly 10.87 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°29'02" West and the chord bears South 45°00'40" East 9.81 feet with a central angle of 89°00'36");
thence South 00°30'22" East 204.09 feet;
thence South 89°29'38" West 71.02 feet;
thence Northwesterly 15.71 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°30'22" West and the chord bears North 45°30'22" West 14.14 feet with a central angle of 90°00'00");
thence North 00°30'22" West 202.37 feet;
thence South 45°00'40" East 2.85 feet;
thence South 89°30'58" East 72.12 feet;
thence Southeasterly 7.77 feet along the arc of a 5.00 foot radius curve to the right (center bears South 00°29'02" West and the chord bears South 45°00'40" East 7.01 feet with a central angle of 89°00'36");
thence South 00°30'22" East 202.09 feet;
thence South 89°29'38" West 69.02 feet;
thence Northwesterly 12.57 feet along the arc of a 8.00 foot radius curve to the right (center bears North 00°30'22" West and the chord bears North 45°30'22" West 11.31 feet with a central angle of 90°00'00");
thence North 00°30'22" West 200.33 feet;
thence North 45°00'40" West 2.85 feet to the point of beginning.

Contains 33,093 Square Feet or 0.760 Acres

PTE No. 11

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 South 89°48'53" East 163.45 feet along the section line and South 168.31 feet from the Northwest Corner of Section 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°30'58" East 307.69 feet;
thence Southeasterly 10.87 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°29'02" West and the chord bears South 45°00'40" East 9.81 feet with a central angle of 89°00'36");
thence South 00°30'22" East 168.03 feet;
thence Southwesterly 11.12 feet along the arc of a 7.00 foot radius curve to the right (center bears South 89°29'38" West and the chord bears South 44°59'20" West 9.98 feet with a central angle of 90°59'24");
thence North 89°30'58" West 310.59 feet;
thence Northwesterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears North 00°29'02" East and the chord bears North 44°30'58" West 9.90 feet with a central angle of 90°00'00");
thence North 00°29'02" East 168.00 feet;
thence Northeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears South 89°30'58" East and the chord bears North 45°29'02" East 9.90 feet with a central angle of 90°00'00");
thence South 00°29'02" 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°29'02" West and the chord bears South 45°29'02" West 7.07 feet with a central angle of 90°00'00");
thence South 00°29'02" West 168.00 feet;
thence Southeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears South 89°30'58" East and the chord bears South 44°30'58" East 7.07 feet with a central angle of 90°00'00");
thence South 89°30'58" East 310.59 feet;
thence Northeasterly 7.94 feet along the arc of a 5.00 foot radius curve to the left (center bears North 00°29'02" East and the chord bears North 44°59'20" East 7.13 feet with a central angle of 90°59'24");
thence North 00°30'22" West 168.03 feet;
thence Northwesterly 7.77 feet along the arc of a 5.00 foot radius curve to the left (center bears South 89°29'38" West and the chord bears North 45°00'40" West 7.01 feet with a central angle of 89°00'36");
thence North 89°30'58" West 307.69 feet;
thence North 00°29'02" East 2.00 feet to the point of beginning.

Contains 1,984 Square Feet or 0.046 Acres