

When recorded return to:
Redevelopment Agency of West Jordan City
8000 S. Redwood Rd
West Jordan, UT 84088

ROAD AND EASEMENT AGREEMENT

THIS ROAD AND EASEMENT AGREEMENT ("Agreement") is made this 9 day of Oct, 2024 by and between THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY, a political subdivision of the State of Utah ("RDA") and SAWTELL PROPERTIES LLC, a Utah limited liability company ("Sawtell"). RDA or Sawtell shall be referred to herein from time to time as a "Party" and together as the "Parties".

RECITALS

A. RDA is the owner of that certain real property located in the City of West Jordan ("City"), County of Salt Lake ("County"), State of Utah ("State"), located near 8700 SOUTH 5600 WEST legally described on Exhibit A ("RDA Property"), attached hereto and depicted on the site plan attached hereto as Exhibit B ("Site Plan").

B. Sawtell is the owner of that certain real property adjacent to the RDA Property, legally described on Exhibit C ("Sawtell Property"), attached hereto and depicted on the Site Plan.

C. Sawtell and RDA have entered into that certain Purchase and Sale Agreement, dated as of 3/9/23 (as may be amended from time to time, the "Purchase Agreement") for the purchase by Sawtell of a portion of the RDA Property consisting of approximately 2.859 acres of land and depicted on the Site Plan as the "Property". Sawtell has agreed to purchase the Property upon the satisfaction and/or waiver of certain conditions set forth in the Purchase Agreement.

D. Sawtell and RDA have entered into that certain Buyback Agreement, dated as of 10/9/24 that requires RDA to re-purchase the Property back from Sawtell in the event Sawtell is unable to secure zoning from the City for the Property that allows for 16 units per acre.

E. Sawtell and RDA plan to develop a road that will be partially located on the Sawtell Property and the RDA Property and will benefit both Parties. The Parties enter into this Agreement for the purpose of allocating responsibility for the performance of the Road Work (as defined below), and payment of the costs related thereto.

NOW THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

POOR COPY
- CO RECORDER -

ARTICLE 1
PROJECT DESIGN AND DEFINITIONS

1.1 Business Days. The term "**Business Days**" means the individual weekdays of Monday through and including Friday, except for when any such weekday is a holiday recognized by the State, in which event such week day shall not be deemed a Business Day.

1.2 Road Work. The term "**Road Work**" means the design and construction of the full width shared Road (defined below) identified on the Site Plan.

1.3 Governmental Approvals. The term "**Governmental Approvals**" means all ordinances, consents, permits and approvals that are required by applicable Governmental Authorities and are necessary for the construction of the Road, including, without limitation, all planned development and conditional use permits (if any), site plan approvals, parcel map conditions, permit conditions, zoning variances, building permits and other notices, licenses, permits and other certificates and authority required in connection with the construction or use of the Road.

1.4 Governmental Authorities. The term "**Governmental Authorities**" shall mean all federal, State and local governments, and subdivisions thereof, together with all other governmental or quasi-governmental authorities having jurisdiction over the Road.

1.5 Project Engineer. The term "**Project Engineer**" means the engineer selected by Sawtell to prepare the plans and specifications for the design of the Road.

1.6 Road. The term "**Road**" means the road located on the Sawtell Property and the RDA Property as depicted on the Site Plan.

ARTICLE 2
SITE WORK PLANS

2.1 The Plans. Within sixty (60) days following the later to occur of: (a) the Closing of the acquisition by Sawtell of the Property as described in the Purchase Agreement, or (b) a Party's decision to construct the Road, the Party electing to move forward with the construction of the Road (hereafter referred to as the "**Constructing Party**") shall cause to be prepared and delivered to the other Party (the "**non-constructing Party**") for its reasonable approval the plans for the construction of the Road (the "**Plans**").

2.2 Approval of the Plans. The non-constructing Party shall approve or reasonably disapprove the Plans within ten (10) business days following receipt thereof. The non-constructing Party's failure to either approve or reasonably disapprove the Plans within such ten (10) business day period shall constitute non-constructing Party's approval thereof. If the non-constructing Party reasonably disapproves any element of the Plans, then the non-constructing Party shall notify the Constructing Party in writing of any reasonably required changes and the reasons for the requested changes, and the Constructing Party shall either (i) promptly incorporate any such changes into the Plans and redeliver them, as revised, to the non-constructing Party, or (ii) notify the non-constructing Party that the Constructing Party elects not to make all or certain of the requested changes. The Parties agree to meet and confer in good faith to resolve any differences either may have regarding the final approval of the Plans. Once the Plans have been approved by the non-

constructing Party, the non-constructing Party shall sign the approved Plans. If, however, the Parties are unable to reach an agreement on the Plans, the Parties shall submit the issues then in dispute to the Project Engineer for decision. Project Engineer shall decide which additional changes, if any, the Constructing Party should make to the Plans within five (5) Business Days of Project Engineer's receipt of the Plans from the Constructing Party, together with the non-constructing Party's original writing describing the non-constructing Party's disapproval of certain elements of the Plans and the reasons therefor and the Constructing Party's list of the non-constructing Party's requested changes that the Constructing Party does not want to make and the reasons for the Constructing Party's decision not to incorporate the non-constructing Party's requested changes. Project Engineer's decision shall be delivered to the Parties in writing with an explanation of Project Engineer's decision and shall be binding on the Parties.

2.3 Governmental Approvals. The Constructing Party shall submit or cause to be submitted the Plans to the Governmental Authorities in order to obtain all Governmental Approvals related to the construction of the Road. The non-constructing Party agrees to reasonably cooperate with the Constructing Party in connection with the submittal and processing of the Plans and the receipt of the Governmental Approvals. In the event any changes to the Plans are requested by the Governmental Authorities, the Constructing Party shall communicate the requested changes to the non-constructing Party prior to making any changes to the Plans, however, the Constructing Party shall be entitled to make all changes to the Plans that are required by the applicable Governmental Authorities in connection with issuing the Governmental Approvals for the construction of the Road. The Constructing Party shall have no obligation to commence construction of the Road until the Governmental Approvals are effective, irrevocable and in a non-appealable form.

ARTICLE 3

CONSTRUCTION OF SITE WORK IMPROVEMENTS

3.1 Road Work Improvements. The Constructing Party shall be responsible for the design and construction of the Road.

3.2 Road Work Improvements Contract/Contractor. The Constructing Party will recommend to the non-constructing Party three (3) or more general contractors to perform the construction of the Road. The general contractors will be subject to non-constructing Party's prior approval, which approval will not be unreasonably withheld, conditioned or delayed. If non-constructing Party fails to approve or disapprove of a general contractor within seven (7) Business Days after the Constructing Party's request, non-constructing Party shall be deemed to have approved such general contractor. The Constructing Party will bid out the work for the Road Work to such approved general contractors and the Road Work shall be awarded to the lowest responsible bidder (the "General Contractor"). The Constructing Party shall enter into a construction contract with the General Contractor for the construction of the Road Work. The non-constructing Party acknowledges that while the Constructing Party will be responsible for seeing that the Road is constructed pursuant to the terms of this Agreement, the Constructing Party is not acting in the capacity of a general contractor.

3.3 Completion of Road. The Constructing Party shall cause the General Contractor to substantially complete the Road Work. Within thirty (30) days following substantial completion of the Road Work, the Parties shall meet and confer and prepare a written punch list setting forth

the incomplete and defective items of the Road Work that require additional work by the General Contractor ("**Road Work Punch List**"). To the extent reasonably practicable, the Constructing Party shall cause the General Contractor to perform or cause all items of incomplete work disclosed in the Road Work Punch List to be completed within thirty (30) days following preparation of the Road Work Punch List, provided that if such work requires more than thirty (30) days to complete, the Constructing Party shall not be in default hereunder if it causes the General Contractor to commence to complete such Road Work Punch List items within such thirty (30) day period and causes the General Contractor to diligently pursue to completion such Road Work Punch List items.

ARTICLE 4 CONSTRUCTION COST REIMBURSEMENT

4.1 Road Work Costs. For purposes hereof, the term "**Road Work Costs**" means all hard and soft costs associated with the Road Work. By way of example and without limiting the foregoing, such costs include costs of preparing the Plans; geotechnical consultant, Project Engineer's and engineering fees and costs; costs of all applications, submittals, permits or other fees (including any letter of credit fees) to obtain all applicable Governmental Approvals for the construction of the Road; impact or related fees; all project management costs; costs of preparing the final construction plans and drawings for the Road; costs of preparing the ALTA survey; costs of preparing any geotechnical and environmental reports; contractors' fees, including general conditions; premiums for payment, performance, completion and other bonds required by any Governmental Authorities; costs of complying with all Governmental Approvals; premiums for insurance relating to the performance of the Road Work; and costs of the Road, including labor and materials costs. The non-constructing Party agrees to reimburse the Constructing Party for fifty percent (50%) of the Road Work Costs as provided herein. Road Work Costs shall not include overhead or administrative expenses of the Constructing Party.

4.2 Payment of the non-constructing Party Share. At the option of the Constructing Party, the non-constructing Party's share of the Road Work Costs shall be paid by the non-constructing Party to the Constructing Party either (a) in installments by check within thirty (30) days after receipt of an application for payment from the Constructing Party, such application to be submitted no more frequently than monthly as work progresses and shall include evidence of reasonable back up information to substantiate the costs incurred and conditional lien waiver, or (b) in full within thirty (30) days after invoice therefor, such invoice to be provided to the non-constructing Party following substantial completion of the Road Work and shall include evidence of reasonable back up information to substantiate the costs incurred and final unconditional lien waivers. In the event the non-constructing Party does not pay its share of Road Work Costs in a timely fashion as set forth herein, the Constructing Party shall have the right, in addition to all other rights and remedies provided herein, shall have the right to pursue all other remedies available at law or in equity.

ARTICLE 5 DEDICATION OF THE ROAD

5.1 Dedication of the Road. Should the City be willing to accept a dedication of the Road upon completion, or any portion thereof, the Parties shall work together in good faith to dedicate the Road, or portion thereof, to the City so that it will become a public road.

ARTICLE 6
INTENTIONALLY DELETED

ARTICLE 7
MAINTENANCE AND EASEMENTS

7.1 Construction Easements. The non-constructing Party hereby grants to the Constructing Party and its employees, representatives, agents, licensees, invitees and contractors (including, without limitation, the General Contractor) for the term of this Agreement, temporary construction and construction access easements upon, over, across and under the non-constructing Party's Property to construct the Road to the extent required by the Constructing Party to perform any of the Constructing Party's obligations hereunder. In the event the non-constructing Party performs the Road Work on behalf of the Constructing Party as provided in Section 9.4 of this Agreement, the Constructing Party hereby grants to the non-constructing Party and its employees, representatives, agents, licensees, invitees and contractors (including, without limitation, the General Contractor) for the term of this Agreement, temporary construction and construction access easements upon, over, across and under the Constructing Party's Property to construct the Road Work to the extent required by the non-constructing Party to perform any of the non-constructing Party's obligations hereunder.

7.2 Access Easement. In the event the Road or portion thereof remains private, RDA hereby grants to Sawtell, and Sawtell hereby grants to RDA, and to each of their respective successors, assigns, tenants, subtenants, suppliers, customers, patrons, employees, licenses, agents, contractors, and invitees a perpetual, non-exclusive easement for the ingress and egress of vehicular and pedestrian traffic over, across and upon portions of their respective property whereupon the Road is located as shown on Exhibit "B" and as more fully described on Exhibit "D", attached hereto and incorporated herein.

7.3 Maintenance and Repair. For so long as the Road, or any portion thereof, is a private road, the Constructing Party shall be responsible, at its sole cost, for the maintenance and repair of any private portion of the Road, until such time as the non-constructing Party begins construction on its property adjacent to the Road, at which point, the Parties shall equally share in the costs for the maintenance and repair of the Road. At the time the Parties are responsible to equally share in the costs of the maintenance and repair of the private portion of the Road as set forth herein, the Constructing Party shall initially pay for any costs associated with the maintenance and repair of the Road. Upon completion of any maintenance and repair, the Constructing Party shall submit an itemized statement and proof of payment to the non-constructing party, and the non-constructing party shall reimburse the Constructing Party within thirty (30) days for fifty percent (50%) of such costs. Each Party hereby grants to the other Party a non-exclusive perpetual easement to enter the other Party's property adjacent to the Road to the extent reasonably necessary in relation to carrying out its maintenance and repair obligations. Any maintenance or repair shall be promptly completed and shall be performed pursuant to City requirements. Any damage done to either Party's property due to any easement granted herein shall be promptly repaired and restored to the same condition as it was prior to entry. Notwithstanding the foregoing, should a repair or maintenance issue be required on the private portion of the Road solely due to the actions or negligence of one Party, or its agents, employees

or contractors, said Party shall be fully responsible for all costs associated with the required repair or maintenance as a result of such action or negligence.

ARTICLE 8
BUYBACK AGREEMENT

8.1 Notwithstanding anything in this Agreement to the contrary, in the event RDA does repurchase the Property pursuant to the Buyback Agreement, Sawtell shall maintain its rights to access, use and construct the Road as if Sawtell were still owner of the Property and as set forth in this Agreement, as well as any other rights and obligations set forth in this Agreement, including, but not limited to, easement access over the entire Road.

ARTICLE 9
GENERAL PROVISIONS

9.1 Termination. This Agreement shall terminate upon satisfaction of all the following conditions:

- (a) Completion of the Road;
- (b) The non-constructing Party's full payment to the Constructing Party of its share of the Road Work Costs; and
- (c) Either (1) the City accepting dedication of entirety of the Road, such that no portion of the Road remains a private road or (2) for any portion of the Road that is not dedicated to and accepted by the City, the parties' execution of a cross easement and access agreement incorporating the provisions set forth in Article 7, above.

Notwithstanding the foregoing, the indemnities contained herein and any and all other obligations that expressly survive the termination of this Agreement, or were to be performed or accrued prior to the termination date shall survive any termination of this Agreement.

9.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors, heirs, assigns and personal representatives of each Party and shall run with the land. Notwithstanding the foregoing, in the event of an assignment, no such assignment shall become effective until the assignor Party provides, (i) the other Party with at least ten (10) days' prior written notice of such assignment prior to the effective date of such assignment, (ii) such assignee assumes all of assignor's obligations under this Agreement and (iii) a copy of such assignment assumption agreement is provided to the other Party and the other Party approves the form of such assignment and assumption (which approval will not be unreasonably withheld, conditioned or delayed).

9.3 Non-constructing Party's Failure to Perform. If the non-constructing Party shall fail to pay when due its share of the Road Work Costs, or if non-constructing Party fails to pay when due any other amounts owed to the Constructing Party hereunder, interest shall accrue on the unpaid amount at the Default Rate. In such event, non-constructing Party shall also be responsible for any costs of collection and attorneys' fees incurred by the Constructing Party in collecting the payments due hereunder. For the purposes hereof, the "**Default Rate**", shall mean the national average prime rate of interest as published in the Wall Street Journal as of the date of

the occurrence of the default plus five percent (5%), but in no event shall the Default Rate exceed the maximum interest rate allowed by applicable law. In addition, non-constructing Party shall be liable to the Constructing Party for all damages suffered or incurred by the Constructing Party on account of non-constructing Party's failure to perform any other obligation of non-constructing Party under this Agreement.

9.4 The Constructing Party's Failure to Perform. If (a) the Constructing Party fails to complete the Road and (b) such failure is prohibiting the non-constructing Party from constructing improvements on non-constructing Party Property or is the sole reason that the non-constructing Party is unable to obtain a temporary certificate of occupancy for any improvements on the non-constructing Party Property and (d) the non-constructing Party demonstrates that (i) the Constructing Party has not been diligent in the completion of the Road, and (ii) the non-constructing Party can complete the Road more quickly than the Constructing Party, then upon thirty (30) days written notice to the Constructing Party, the non-constructing Party may deliver to the Constructing Party a takeover notice stating the basis for the need of takeover of the construction of the Road and demonstrating the Constructing Party's lack of diligence ("**Takeover Notice**"). The Takeover Notice shall include the non-constructing Party's schedule for completing the Road ("**Takeover Schedule**"). The Constructing Party may void any validly issued Takeover Notice by the non-constructing Party if the Constructing Party notifies the non-constructing Party within such 30-day period that the Constructing Party will complete the Road in accordance with the non-constructing Party's Takeover Schedule set forth in the Takeover Notice. Should the non-constructing Party take over the completion of the Road, the non-constructing Party shall complete same by the completion date set over in the Takeover Notice. In the event the non-constructing Party elects to takeover the Road as provided in this Section 9.4, at the option of the non-constructing Party, the Constructing Party's share of the Road Work Costs shall be paid by the Constructing Party to the non-constructing Party either (a) in installments by check within thirty (30) days after receipt of an application for payment from the non-constructing Party, such application to be submitted no more frequently than monthly as work progresses and shall include evidence of reasonable back up information to substantiate the costs incurred and conditional lien waiver, or (b) in full within thirty (30) days after invoice therefor, such invoice to be provided to the Constructing Party following substantial completion of the Road and shall include evidence of reasonable back up information to substantiate the costs incurred and final unconditional lien waivers. In the event the non-constructing Party takes over the construction of the Road as provided herein, the Constructing Party's share for such component of the Road Work the non-constructing Party elects to takeover shall not exceed the amount for such component as set forth in the contract between the Constructing Party and General Contractor, unless the non-constructing Party can reasonably substantiate that any cost increase is directly as a result of the Constructing Party's failures to timely begin or complete the Road. In the event the Constructing Party does not pay the Constructing Party's share of the Road Work Costs in a timely fashion as set forth herein, the non-constructing Party shall have the right, in addition to all other rights and remedies provided herein, to pursue any remedy against the Constructing Party available at law or in equity. If the non-constructing Party does not complete the Road by the completion date set forth in the Takeover Schedule, then any time thereafter the Constructing Party may issue a takeover notice to the non-constructing Party and resume responsibility for the completion of the Road in accordance with the terms of this Agreement so long as the Constructing Party agrees to diligently pursue the completion of the Road. The non-constructing Party covenants and agrees that any Road Work that the non-constructing Party performs pursuant to this Section 9.4 shall be performed in

compliance with the requirements of the applicable Approvals. The non-constructing Party right of takeover shall be the non-constructing Party's sole remedy for the Constructing Party's failure to complete the Road.

9.5 **Binding Effect.** Subject to any provision hereof restricting assignment, this Agreement shall be binding upon and inure to the benefit of the executing parties and their respective successors, assigns, heirs, executors and administrators.

9.6 **Costs and Attorneys' Fees.** If either party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement (or for damages by reason of an alleged breach of this Agreement), the prevailing party shall be awarded its attorney's fees and costs.

9.7 **Recording.** This Agreement, or a memorandum hereof, may be recorded by either party without further consent of the other party.

9.8 **Relationship of Parties.** Nothing contained in this Agreement shall be deemed or construed, either by the parties hereto or by any third party, to create the relationship of principal and agent or create any partnership, joint venture or other association between the Parties.

9.9 **Notices.** All notices, including deliveries of documentation (*e.g.*, plans and contracts) for review and approval herein shall be sent by a Party or its counsel by either personal delivery, or by a reputable overnight courier which keeps receipts of delivery (such as UPS or Federal Express), through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested or by e-mail. Any such notice shall be effective upon delivery, if delivered by personal delivery or overnight courier, seventy-two (72) hours after dispatch, if mailed in accordance with the above, and if given by e-mail, on the date of transmission. Notices to the respective parties shall be sent to the following addresses unless written notice of a change of address has been previously given pursuant hereto:

To RDA: Redevelopment Agency of West Jordan City
8000 S. Redwood Rd
West Jordan, UT 84088
Attn: Chris Pengra (chris.pengra@westjordan.utah.gov)

To Sawtell: Sawtell Properties LLC
225 South 200 East, STE #200
Salt Lake City, Utah 84111
Attn: Barrett Peterson (barrett@choosepeterson.com)

9.10 **Consents.** Whenever in this Agreement a Party is, or may be, called upon to give its consent or approval to any action, except as otherwise specifically provided herein, the consent or approval shall not be unreasonably withheld or delayed. All approvals, elections and consents contemplated by this Agreement shall be in writing signed by an authorized representative of the Party, including its counsel, granting such approval or consent or making such election. Any approval, consent or election which is not in writing shall not be effective.

9.11 Exhibits Incorporated. Each exhibit attached hereto and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to (by letter or description) herein. The exhibits consist of:

Exhibit A – Description of the RDA Property

Exhibit B - Site Plan

Exhibit C – Description of the Sawtell Property

Exhibit D – Description of the Road

Exhibit E – Map of the Road

9.12 Force Majeure. Notwithstanding anything to the contrary contained herein, if either Party fails to perform any of its obligations hereunder by virtue of any delay resulting from strikes, lockouts, earthquakes, floods, unavailability of materials or customary facilities, equipment or supplies, governmental building moratoriums, governmental or administrative action or inaction, acts of terror, riot, insurrection, inclement weather, mob violence or civil commotion, war, acts of God or acts beyond the reasonable control of RDA or Sawtell (except financial inability), RDA or Sawtell shall not be in default hereunder and RDA's or Sawtell's performance shall be correspondingly delayed. Any extension pursuant to this Section 9.12 shall be for a period equal to the actual length of such delay, together with any time reasonably required by RDA or Sawtell to re-plan, re-bid or otherwise re-commence the Road Work as a result of such delay

9.13 Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement. Furthermore, this Agreement may be executed and delivered by electronic transmission. The parties intend that electronic (e.g., .pdf format) signatures constitute original signatures and that an electronic copy or counterparts of this Agreement containing signatures (original or electronic) of a party is binding upon the party.

9.14 Mandatory Non-Binding Mediation. As a condition precedent to the institution of any action hereunder, all disputes shall be submitted to mediation before a professional mediator selected by the Parties. Such mediations shall be conducted at a mutually agreed time and place, and the costs and expenses of the mediator shall be split evenly between the Parties. Only upon the unsuccessful completion of such mediations shall either Party have the right to pursue further resolution of outstanding issues hereunder.

9.15 Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations, statements, understandings, negotiations and agreements, oral or written, between the parties, if any, with respect thereto.

9.16 Site Plan. The Site Plan attached as Exhibit B to this Agreement is for the limited purposes of showing the location of the Property and the location of the Road (collectively, the "DA Site Plan Items"). The Site Plan may be modified or changed to modify or change any of the DA Site Plan Items if agreed to in writing by the Parties. Other than the DA Site Plan Items,

the Site Plan is for illustration purposes only and, subject to the terms and provisions of this Agreement.

9.17 **Conflict.** To the extent there are any conflicting provisions between this Agreement and the Purchase Agreement, the terms and provisions of this Agreement shall control and prevail.

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

[signatures commence on following page]

THE REDEVELOPMENT AGENCY OF WEST JORDAN CITY,
a political subdivision of the State of Utah

By: Dirk Burton
Name: Dirk Burton
Title: Executive Director, Redevelopment Agency of West Jordan City

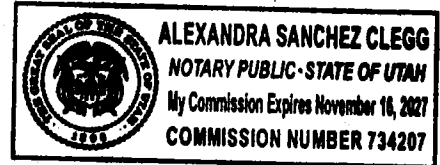
STATE OF UTAH)
 §
COUNTY OF SALT LAKE)

^{ASC}
I SUBSCRIBED AND SWORN TO before me this 9th day of October,
2020, by Dirk Burton in his capacity as Executive Director of the Redevelopment Agency of
West Jordan City, a Utah political subdivision, who duly acknowledged to me that he executed
the foregoing instrument on behalf of said entity for the purposes set forth therein.

Attest:
[Signature]



[Signature]
Notary Public



[signatures continue]

SAWTELL PROPERTIES LLC,
a Utah limited liability Company

By: *[Signature]*
Name: Barrett Peterson
Title: Manager

STATE OF UTAH)
 §
COUNTY OF Salt Lake)

~~2023~~ 2024 SUBSCRIBED AND SWORN TO before me this 9th day of October,
by Barrett Peterson in his capacity as Manager of Sawtell Properties,
LLC, a Utah limited liability company, who duly acknowledged to me that he executed the
foregoing instrument on behalf of said entity for the purposes set forth therein.

[Signature]
Notary Public



Tax ID # 26-02-200-036
26-02-200-035
26-02-200-040

EXHIBIT A

LEGAL DESCRIPTION OF RDA PROPERTY

BEGINNING AT A POINT ON THE WEST LINE OF 5600 WEST STREET THAT IS SOUTH 00°03'00" WEST 660.80 FEET ALONG THE SECTION LINE AND NORTH 89°57'00" WEST 54.00 FEET FROM THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, AND RUNNING THENCE ALONG SAID WEST STREET LINE, DESCRIBED IN A WARRANTY DEED RECORDED AS ENTRY #11290766 IN BOOK 9971 AT PAGE 7239, SALT LAKE COUNTY RECORDER'S OFFICE, THE FOLLOWING SIX (6) COURSES: 1) SOUTH 00°03'00" WEST (SOUTH 00°02'46" WEST, BY RECORD) 1198.03 FEET, 2) SOUTH 02°59'37" WEST (SOUTH 02°59'23" WEST, BY RECORD) 305.68 FEET, 3) SOUTH 00°03'00" WEST (SOUTH 00°02'46" WEST, BY RECORD) 265.63 FEET, 4) NORTH 89°43'45" WEST 14.44 FEET, 5) SOUTH 00°03'00" WEST 92.20 FEET, 6) SOUTH 45°02'45" WEST 36.24 FEET (35.67 FEET, BY RECORD) TO THE NORTH LINE OF 9000 SOUTH STREET AS CONVEYED IN SAID WARRANTY DEED RECORDED AS ENTRY #11290766 AND IN A WARRANTY DEED RECORDED AS ENTRY #11290767 IN BOOK 9971 AT PAGE 7241, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE ALONG SAID NORTH STREET LINE THE FOLLOWING THREE (3) COURSES: 1) WESTERLY 120.52 FEET ALONG A NON-TANGENT, 4771.90-FOOT-RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°26'50", CHORD BEARS SOUTH 88°37'22" WEST 120.52 FEET, TO A POINT DESIGNATED AS POINT "B", WHICH POINT IS 87.90 FEET PERPENDICULARLY DISTANT NORTHERLY FROM STATION 121+07.07 OF THE CONTROL LINE FOR 9000 SOUTH STREET AS PART OF UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. MP-0182(6), 2) WESTERLY 154.41 FEET CONTINUING ALONG SAID 4771.90-FOOT-RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01°51'14", CHORD BEARS SOUTH 86°58'20" WEST 154.40 FEET, 3) SOUTH 89°58'12" WEST 296.88 FEET TO THE SOUTHEAST CORNER OF THE PROPERTY CONVEYED IN A WARRANTY DEED RECORDED AS ENTRY #11219986 IN BOOK 9939 AT PAGE 8519, SALT LAKE COUNTY RECORDER'S OFFICE; THENCE NORTH 00°05'23" EAST 208.71 FEET ALONG THE EAST LINE OF SAID PROPERTY TO A CORNER; THENCE SOUTH 89°58'12" WEST 208.71 FEET ALONG THE NORTH LINE OF SAID PROPERTY TO A CORNER ON THE EAST LINE OF THE PROPERTY CONVEYED IN SAID WARRANTY DEED RECORDED AS ENTRY #11290767; THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES: 1) NORTH 00°05'23" EAST 313.62 FEET, 2) SOUTH 89°54'37" EAST 20.00 FEET TO A RIGHT-OF-WAY MONUMENT AND TO A NON-TANGENT, 6950.00-FOOT-RADIUS CURVE TO THE LEFT, 3) NORTHERLY 841.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°56'13", CHORD BEARS NORTH 03°26'45" WEST (NORTH 03°22'45" WEST, BY RECORD) 840.94 FEET, TO THE SOUTH LINE OF THE FORMER NEW BINGHAM HIGHWAY TO A POINT DESIGNATED AS POINT "A", WHICH POINT IS 409.73 FEET PERPENDICULARLY DISTANT EASTERLY FROM STATION 1410+21.97 OF THE CONTROL LINE FOR THE MOUNTAIN VIEW CORRIDOR AS PART OF UTAH DEPARTMENT OF TRANSPORTATION HIGHWAY PROJECT NO. MP-0182(6); THENCE NORTH 58°16'26" EAST 1019.79 FEET (NORTH 57°50' EAST 1021.76 FEET, BY RECORD) ALONG THE SOUTH LINE OF SAID FORMER HIGHWAY TO THE WEST LINE OF SAID 5600 WEST STREET AND TO THE POINT OF BEGINNING.

LESS AND EXCLUDING THE FOLLOWING TRACT OF LAND:

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN IN WEST JORDAN CITY, SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT OF INTERSECTION OF THE SOUTHEASTERLY LINE OF THE ABANDONED NEW BINGHAM HIGHWAY AS IT EXISTS AT 67.50 FOOT HALF-WIDTH AND THE WEST LINE OF 5600 WEST STREET AS IT EXISTS AT 54.00 FOOT HALF-WIDTH LOCATED 659.07 FEET SOUTH 0°18'36" WEST ALONG THE SECTION LINE; AND 54.00 FEET NORTH 89°41'24" WEST FROM AN EXISTING BRASS CAP MONUMENT FOUND MARKING THE NORTHEAST CORNER OF SAID SECTION 2; SAID NORTHEAST CORNER IS LOCATED 2650.10 FEET SOUTH 89°23'09" EAST FROM AN EXISTING BRASS CAP MONUMENT FOUND MARKING THE NORTH QUARTER CORNER OF SAID SECTION 2; AND RUNNING THENCE SOUTH 58°31'59" WEST 745.95 FEET ALONG THE SOUTHEASTERLY LINE OF SAID ABANDONED NEW BINGHAM HIGHWAY; THENCE SOUTH 89°41'24" EAST 634.13 FEET TO THE WEST LINE OF SAID 5600 WEST STREET; THENCE NORTH 0°18'36" EAST 392.83 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

EXHIBIT B

SITE PLAN

EXHIBIT C

LEGAL DESCRIPTION OF SAWTELL PROPERTY

Parcel # 26-02-226-004-0000

BEG N 89°39'30" W 1168.75 FT & S 9°01'35" E 48.23 FT & S 1°39'55" E 158.31 FT FR NE COR SEC 2, T3S, R2W, SLM; N 88°42'25" E 291.86 FT; S 0°02'07" W 807.35 FT M OR L; S 58°18'40" W 23.95 FT; N 17°41'21" W 116 FT; N 13°20'21" W 450.78 FT; S 80°58'34" W 89.27 FT; N 9°01'35" W 281.38 FT M OR L TO BEG.

Parcel # 26-02-226-006-0000

BEG N 89°39'30" W 494.79 FT & S 0°03'38" W 186.92 FT FR NE COR SEC 2, T3S, R2W, SLM; S 88°42'25" W 369.89 FT; S 0°02'07" W 807.35 FT M OR L; N 58°18'40" E 434.73 FT; N 0°02'10" E 588.26 FT M OR L TO BEG.

Parcel # 26-02-226-002-0000 260

BEG S 466.67 FT & S 58°19'42" W 62.31 FT FR NE COR SEC 02, T3S, R2W, SLM; S 58°18'40" W 518.37 FT; N 0°03'38" E 588.26 FT; N 88°42'25" E 428.33 FT; S 9°50'24" W 121.66 FT; SE'LY ALG 236 FT RADIUS CURVE TO L, 131.83 FT (CHD S 6°09'46" E); S 22°09'57" E 50.81 FT; S 0°06'06" W 29.27 FT TO BEG.

EXHIBIT D

LEGAL DESCRIPTION OF ROAD

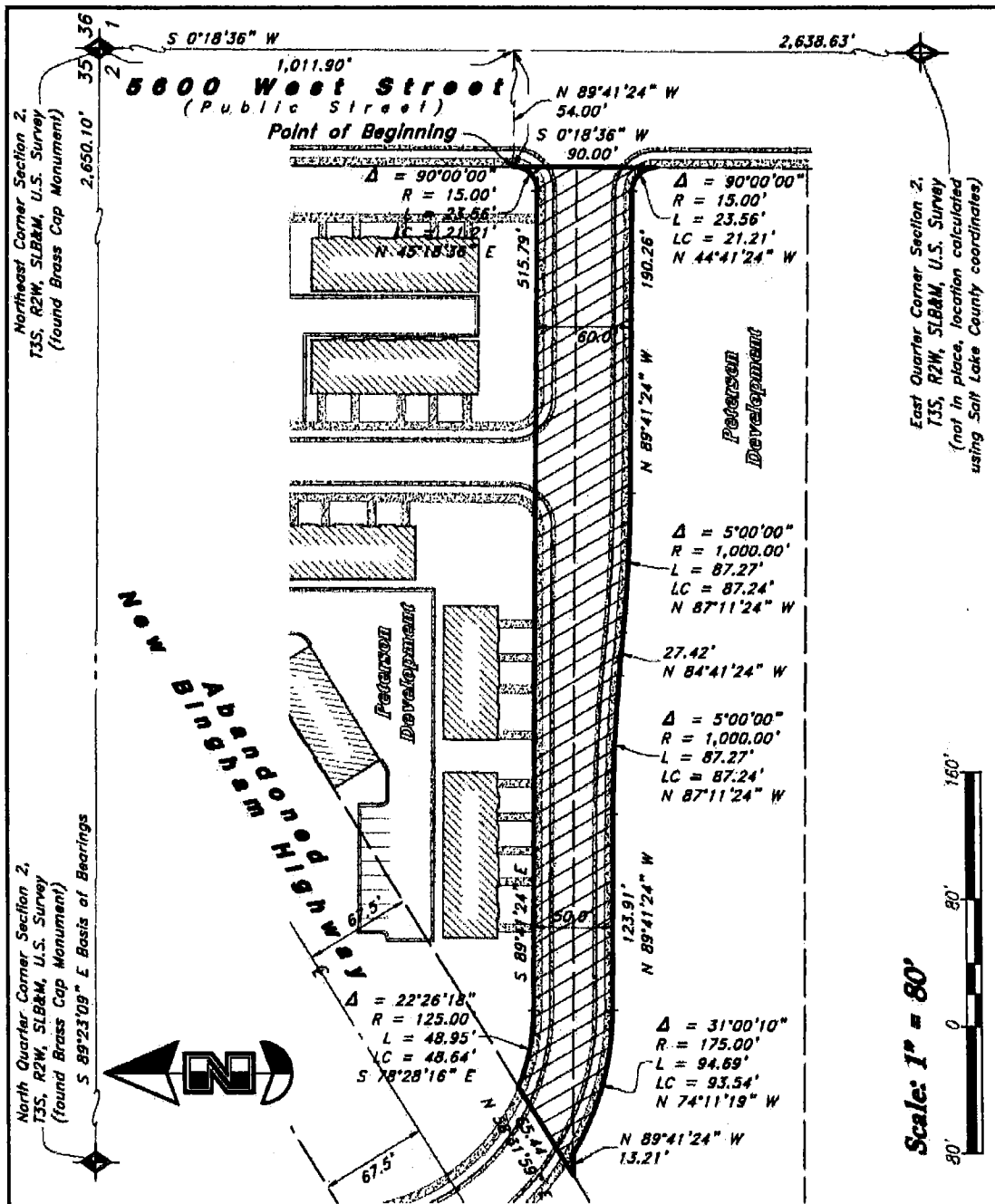
A part of the Northeast Quarter of Section 2, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, in the City of West Jordan, Salt Lake County, Utah:

Beginning at a point on the West Line of 5600 West Street as it exists at 54.00 foot half-width, located 1,011.90 feet South 0°18'36" West along the Section Line; and 54.00 feet North 89°41'24" West from an existing Brass Cap Monument found marking the Northeast Corner of said Section 2; said Northeast Corner is located 2,650.10 feet South 89°23'09" East from an existing Brass Cap Monument found marking the North Quarter Corner of said Section 2; and running thence South 0°18'36" West 90.00 feet along said West line to a point on a curve; thence Northwesterly along the arc of a 15.00 foot radius non-tangential curve to the left a distance of 23.56 feet (Center bears North 89°41'24" West, Central Angle equals 90°00'00" and Long Chord bears North 44°41'24" West 21.21 feet) to a point of tangency; thence North 89°41'24" West 190.26 feet to a point of curvature; thence Westerly along the arc of a 1,000.00 foot radius curve to the right a distance of 87.27 feet (Central Angle equals 5°00'00" and Long Chord bears North 87°11'24" West 87.24 feet) to a point of tangency; thence North 84°41'24" West 27.42 feet to a point of curvature; thence Westerly along the arc of a 1,000.00 foot radius curve to the left a distance of 87.27 feet (Central Angle equals 5°00'00" and Long Chord bears North 87°11'24" West 87.24 feet) to a point of tangency; thence North 89°41'24" West 123.91 feet to a point of curvature; thence Northwesterly along the arc of a 175.00 foot radius curve to the right a distance of 94.69 feet (Central Angle equals 31°00'10" and Long Chord bears North 74°11'19" West 93.54 feet); thence North 89°41'24" West 13.21 feet to the Southeasterly Line of the abandoned New Bingham Highway as it exists at 67.50 foot half-width; thence North 58°31'59" East 65.44 feet along said Southeasterly line to a point on a curve; thence Southeasterly along the arc of a 125.00 foot radius non-tangential curve to the left a distance of 48.95 feet (Center bears North 22°44'53" East, Central Angle equals 22°26'18" and Long Chord bears South 78°28'16" East 48.64 feet) to a point of tangency; thence South 89°41'24" East 515.79 feet to a point of curvature; thence Northeasterly along the arc of a 15.00 foot radius curve to the left a distance of 23.56 feet (Central Angle equals 90°00'00" and Long Chord bears North 45°18'36" East 21.21 feet) to said West line and the point of beginning.

Contains 33,521 sq. ft.

TAX ID NO. 26-02-200-636
26-02-200-035

EXHIBIT E
MAP OF ROAD



AWA
 2010 North Redwood Road, Salt Lake City, Utah 84116
 (801) 521-8529 · AWAengineering.net

South Road ROW
Merced Creek
 8872 South 5600 West
 West Jordan City, Utah

Sheet No. **1 of 1**

Designed By: **MM**
 Drafted By: **DK**
 Client Name: **Peterson Development**
 South Road ROW Exhibit
6 Mar, 2023