

**When Recorded, Mail to:**

Woodside Homes of Utah, LLC  
Attn: Burke Staker  
460 West 50 North, Suite 300  
Salt Lake City, UT 84101

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**SLOPE EASEMENT AGREEMENT**

*October*  
*2* This SLOPE EASEMENT AGREEMENT (this “Agreement”) is made this 30 day of ~~May~~, 2024, by and between OQUIRRH LAND HOLDINGS, LLC, a Utah limited liability company (“Grantor”), and WOODSIDE HOMES OF UTAH, LLC, a Utah limited liability company (“Grantee”). Grantor and Grantee are sometimes referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

A. Grantor owns certain real property in Salt Lake County, Utah, commonly known as Tax Parcel Number 20223260060000 and more particularly described on Exhibit A attached hereto and incorporated by this reference (the “Grantor Property”).

B. Grantee owns certain real property in Salt Lake County, Utah, commonly known as Tax Parcel Number 20223260400000 and more particularly described on Exhibit B, attached hereto and incorporated herein by this reference (the “Grantee Property”).

C. Grantee desires certain to obtain a slope easement on, over, and across those certain portions of the Grantor Property that are more particularly described on Exhibit C, attached hereto and incorporated herein by this reference (collectively, the “Easement Area”) for the purposes set forth in this Agreement.

D. Grantor is willing to convey such slope easement to Grantee, subject to and in conformance with the terms and conditions set forth in this Agreement.

**TERMS AND CONDITIONS**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, without warranty, a perpetual, nonexclusive easement (the “Easement”), for the benefit of the Grantee Property, on, over and across the Easement Area described in the attached Exhibit C, for the construction, installation, maintenance, use (including lateral and subjacent support), replacement, and repair of graded slopes and related improvements within the Easement Area as depicted on the grading plan attached hereto as Exhibit D (the “Grading Plan”) (collectively, the “Improvements”).

2. **As-Is, No Liability.** Grantee accepts the Easement Area and all aspects thereof in its "AS IS," "WHERE IS" condition, without warranties, either express or implied, and "WITH ALL FAULTS," including but not limited to both latent and patent defects, the existence of Hazardous Substances (as defined below), if any, and any licenses, easements, rights, or other encumbrances affecting the Easement Area including without limitation the stability of the slope or the suitability of the Easement Area for any of Grantee's intended or permitted uses. 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 fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement is granted to Grantee subject to: (a) any facts which an accurate ALTA/ASCM survey or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) all reservations, licenses, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber or encroach upon any other easements or rights of others related to Grantee's use and improvement of the Easement Area. Grantor represents and warrants that it has not relied upon any express or implied representation or warranty from Grantor, and Grantor is hereby released from all responsibility and liability regarding the condition of the Easement Area and any work that Grantee may do within the Easement Area. Notwithstanding any of the foregoing, Grantee shall not be liable for the mere presence or discovery of any pre-existing condition on Grantor's Property, including but not limited to the presence of any Hazardous Substances thereon.

3. **Construction of Improvements.** Grantee shall construct the Improvements in accordance with the Grading Plan and the construction drawings that pertain to the Improvements (the "Construction Drawings"), which Construction Drawings have been accepted and approved by Salt Lake County (the "County") and by Grantors. All work performed within the Easement Area by Grantee and Grantee's Agents (as defined below) shall be in substantial conformance with the Grading Plan, the Construction Drawings, and the County's engineering standards and specifications.

4. **Drainage and Retention.** Grantee agrees to collect or appropriately drain any water runoff from the Easement Area and to indemnify and defend Grantors from any liability whatsoever with respect to any water discharge that may be associated with Grantee's improvements or work within the Easement Area. Grantee agrees to provide, at its sole cost and expense, reasonable mitigation measures to ensure the water runoff from the Easement Area does not damage any other portions of the Grantor Property or the Grantee Property, including within limitation by planting vegetation or installing erosion controls measures. Grantee agrees to construct a retaining wall on the Grantee Property adjacent to the Easement Area (the "Retaining Wall") as part of these mitigation measures. Grantee, and its successors, will have all liability, maintenance obligations and responsibility for the Retaining Wall. Grantors will have no liability in connection with the Retaining Wall.

5. **Fencing Requirement.** If the Retaining Wall, as actually constructed, exceeds five feet in height above the adjacent grade, Grantee agrees to construct a six-foot tall fence above the Retaining Wall. The fence will be installed on the Grantee Property along the property line.

Grantee, and its successors, will own the fence and have responsibility to maintain it in good condition.

6. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "Grantee's Agents") shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area at their sole risk and hazard and shall enter upon the Easement Area through the Grantee Property. Grantee hereby releases Grantor from any claims relating to the condition of the Easement Area and also related to the entry upon the Easement Area by Grantee and Grantee's Agents.

7. **Reservation by Grantor.** Notwithstanding anything to the contrary herein, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with the Easement nor with Grantee's easement rights and interests granted under this Agreement. Without limiting the generality of the foregoing, Grantor expressly reserves the right at their sole discretion to mass grade the Easement Area or mine the Easement Area in a manner that removes or reduces the slope thereon. The Parties acknowledge that it is in the best interest of all parties including Grantor, Grantee and adjacent lot owners to have the Grantor Property mass graded or mined to eliminate some or all of the steep slope within the Easement Area and the Grantor Property. Grantor acknowledges and agrees that the mass grading and/or mining of the Grantor Property to lower the hilltop in part or entirely that will make a better long-term solution and enable Grantor to develop and have full use of Grantor's Property. In the event Grantor grades or mines the slope such that this Easement is no longer required, Grantor may terminate the Easement by recording a Notice of Termination of Easement, and upon such recordation this Agreement will have no further force or effect. Grantor reserves the right to grant additional rights, easements or encumbrances to other third parties to use or occupy the Easement Area so long as such use does not unreasonably interfere with Grantee's rights hereunder. Grantee hereby understands and agrees that the Easement is granted on a non-exclusive basis and that other third parties have been, and/or may in the future be granted the right by Grantor to use the Easement Area and/or surrounding areas, provided that any such use shall not be permitted to materially prevent or impair the use or exercise of the rights granted to Grantee pursuant to this Agreement.

8. **Maintenance; Restoration; and Damage.**

8.1 **General Maintenance and Restoration.** Except for the construction and use of the Improvements within the Easement Area authorized pursuant to this Agreement, Grantee, at its sole cost and expense, shall promptly repair any damage to the Grantor Property or to Grantor's improvements located outside the Easement Area (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, and buildings) caused by Grantee or Grantee's Agents. Except for the construction and use of the Improvements within the Easement Area authorized pursuant to this Agreement, Grantee shall restore the Easement Area to the same or better condition as they existed prior to any entry upon or work performed on the Easement Area by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all improvements (other than the Improvements), equipment or materials which it has caused to be placed upon the Easement Area; (ii) filling in and repairing of all other portions of the Easement Area which are damaged, rutted or otherwise disturbed as a result of Grantee's

operations with the same topsoil existing prior to said construction activities as necessary such that all disturbed areas are ready for re-vegetation; (iii) compacting of the soil after it is backfilled to a density acceptable to Grantor; (iv) grading of the areas in which the soils were removed and relocated; and (v) leaving the Easement Area in a condition which is clean and free of debris and hazards caused by Grantee's activities.

8.2 **Prior Notice.** Grantee shall provide Grantor with at least fifteen (15) days prior written notice before commencing any work as authorized in this Agreement, and Grantee shall use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Grantor Property.

8.3 **Hazardous Substances.** Except for motor fuels used by vehicles and construction equipment and materials and products used in constructing the Improvements, Grantee agrees not to generate, store, dispose of, release, or use any Hazardous Substances on the Grantor Property. As used in this Agreement, the term "**Hazardous Substances**" means all hazardous and toxic substances, wastes or materials, including without limitation, hydrocarbons (including naturally occurring or man-made petroleum and hydrocarbons), flammable materials, explosives, urea formaldehyde insulation, radioactive materials, biologically hazardous substances, PCBs, pesticides, herbicides, and any other kind and/or type of pollutants or contaminants (including, without limitation, asbestos and raw materials which include hazardous constituents), sewage sludge, industrial slag, solvents and/or any other similar substances or materials which, because of toxic, flammable, ignitable, explosive, corrosive, reactive, radioactive, or other properties may be hazardous to human health or the environment and/or are included under, subject to or regulated by any Hazardous Waste Laws. Grantee agrees to immediately notify Grantor of any leakage or spillage of Hazardous Substances on the Grantor Property. Grantee shall be exclusively liable for all cleanup and remediation costs associated with any release of Hazardous Substances caused by Grantee or Grantee's Agents.

As used in this Agreement, the term "**Hazardous Waste Laws**" means any and all present and future applicable (i) federal, state and local statutes, laws, rules or regulations governing Hazardous Substances; (ii) judicial or administrative interpretations thereof, including any judicial or administrative orders or judgments; and (iii) ordinances, codes, plans, injunctions, decrees, permits, demand letters, concessions, grants, franchises, licenses, agreements, notices, or other governmental restrictions, relating to the protection of the public health, welfare, and the environment, or to any actual, proposed or threatened storage, holding, existence, release, emission, discharge, spilling, leaking, pouring, pumping, injection, dumping, discarding, burying, abandoning, generation, processing, abatement, treatment, removal, disposition, handling, transportation or other management of any Hazardous Substance or any other activity or occurrence that causes or would cause any such event to exist.

9. **Liens.** Grantee shall keep 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 Grantee shall indemnify, hold harmless and defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of Grantee's Agents.

10. **Insurance.** Grantee will maintain in force the insurance policies and coverage set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or any other portion of the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction of the Improvements or use of the Easement Area are either covered under the terms of Grantee's insurance policies, or that each of such parties obtains similar policies and that, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverages and policies:

10.1 **Liability Insurance Coverage and Limits.** A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, or property damage occurring on, in or about the Easement Area and the areas immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 2010 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

10.2 **Workers' Compensation Insurance.** All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

10.3 **Automobile Insurance.** Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

10.4 **Waiver.** Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to the Grantor Property, the Easement Area and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

11. **Compliance with Laws.** Grantee will comply with all applicable provisions of present or future laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, requirements of, and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, foreseen or unforeseen, relating to Grantee's construction of the Improvements and use of the Easement Area.

12. **Indemnification.** Grantee shall indemnify, release and defend, with counsel of Grantor's choice, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, directors, agents, and representatives 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

Indemnities, which may hereafter be asserted by any unaffiliated third party (collectively the "Claims", or separately a "Claim") caused by or resulting from the conduct, acts or omissions of Grantee, and/or Grantee's Agents, arising from or relating to (i) any use of the Easement Area, the Grantor Property, and/or adjacent areas by Grantee or Grantee's Agents, (ii) any act or omission of Grantee or any of Grantee's Agents in connection with the subject matter of this Agreement, (iii) any bodily injury, property damage, accident, fire or other casualty to or involving Grantee or Grantee's Agents and its or their property on the Easement Area, the Grantor Property, and/or adjacent areas, (iv) any violation or alleged violation by Grantee or Grantee's Agents of any law or regulation now or hereafter enacted in connection with the subject matter of this Agreement, (v) the failure of Grantee to maintain the Easement Area and/or the Improvements in a safe condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or Grantee's Agents on or about the Easement Area, the Grantor Property, and/or adjacent areas, and (vii) any breach by Grantee of its obligations under this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent any such Claim is ultimately established by a court of competent jurisdiction to have been caused solely by the negligence or willful misconduct of the Indemnities. Grantee, as a material part of the consideration of this Agreement, waives all claims or demands against Grantor and the other Indemnities for any such loss, damage, or injury of or to Grantee or Grantee's property. The indemnity provided by Grantee in favor of the Indemnities in this Agreement shall not require payment as a condition precedent. The terms and conditions of this indemnification provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

13. **Termination and Remedies.** Prior to construction of the Improvements, Grantee may elect to terminate its use of the Easement Area and this Agreement at any time upon providing written notice to Grantor of the same. Once the Improvements are constructed and unless and until the slope is removed by grading or mining and terminated by Grantor as set forth in Section 7, this Agreement may only be terminated by mutual consent of the parties. If Grantee breaches of any of its obligations under this Agreement, Grantee shall commence the cure of such breach within fifteen (15) business days after notice of such breach is given by Grantor to Grantee, and thereafter Grantee shall diligently prosecute such cure until the cure is completed; provided, however, that such 15 business day period may be extended for up to three (3) additional 15 business day periods to the extent reasonably necessary to complete such cure, so long as the cure was commenced within the initial 15-day period. If Grantee remains in default of this Agreement after all applicable cure periods hereunder, Grantor shall have the right to pursue all remedies available at law or in equity, including but not limited to a suit for damages for any compensable breach or noncompliance herewith and/or an action for specific performance or injunction. All remedies provided herein or by law or equity shall be cumulative and not exclusive. No termination or expiration of this Agreement shall relieve Grantee of its obligations to perform those acts required to be performed either prior to or after the termination of this Agreement.

14. **Run with the Land/Successors.** The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the Parties and their respective successors and assigns. After construction of the Improvements has been completed, Woodside Homes of Utah, LLC ("Woodside") shall be entitled, in its sole discretion and without Grantor's consent, to assign this Agreement in its entirety to a homeowner's association having any interest in the Grantee Property (the "HOA") by recording a Notice of Assignment, executed by Woodside and the HOA, in the County's official records, provided, however, that the HOA first pass a valid

resolution agreeing to accept this Agreement by assignment and accepting all of Grantee's obligations and duties herein. Upon such recordation, Woodside shall have no further rights or obligations whatsoever under this Agreement, and each reference to "Grantee" set forth herein shall be deemed to refer to the HOA and its successors or assigns.

15. **Attorneys' Fees.** In any action brought to enforce or interpret this Agreement or any provision hereof, the prevailing Party shall be entitled to recover its reasonable fees and costs incurred therein from the losing Party, including fees and costs incurred upon appeal or in bankruptcy court.

16. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served immediately when delivered personally, upon confirmation of receipt when sent by email, or three (3) business days after the deposit of such notice in the United States mail, when sent by registered or certified mail, return receipt requested, addressed as follows:

TO GRANTOR:      Oquirrh Land Holdings, LLC  
                         Attn: Ken Olson  
                         13263 S. Lovers Lane  
                         Riverton, UT 84065

Phone: (801) 860-5785  
Email: kensolson@gmail.com

TO GRANTEE:      Woodside Homes of Utah, LLC  
                         Attn: Burke Staker  
                         460 West 50 North, Suite 300  
                         Salt Lake City, UT 84101  
                         Email: burke.staker@woodsidehomes.com

Either Party may designate a different individual or address for purpose of receiving notices, by giving written notice thereof to the other Party in the manner described above.

17. **No Prescriptive Easement.** The Grantor Property, including the Easement Area, is and shall at all times remain the private property of Grantor. The use of the Grantor Property and the Easement Area is permissive and shall be limited to the express purposes and uses by Grantee authorized pursuant to this Agreement. Neither Grantee, nor its successors or assigns, shall acquire nor be entitled to claim or assert any rights to the Easement Area or any other portion of the Grantor Property, including without limitation prescriptive easement rights, beyond the express terms and conditions of this Agreement.

18. **Authorization.** Each individual executing this Agreement represents and warrants that he or she has been duly authorized, by appropriate action of the governing body of the Party for which he/she signs, to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the Party for which he/she signs.

19. **Miscellaneous**. This Agreement (including all attached Exhibits) 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. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver. 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; provided, however, the invalid provision does not have a materially adverse effect on Grantor. 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. Further, copied or electronically or facsimile transmitted signatures of an original signature shall be treated for all purposes as an original signature. 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 to Follow]



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

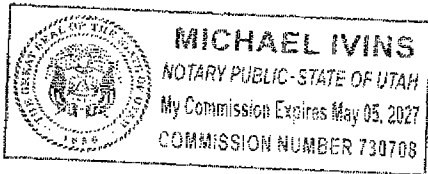
GRANTOR:

OQUIRRH LAND HOLDINGS, LLC, a  
Utah limited liability company

By:   
Name: Kenneth S. Olson  
Title: Manager

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 30 day of October,  
2024, by Kenneth S Olson in such person's capacity as the Manager  
of Oquirrh Land Holdings, LLC.



  
NOTARY PUBLIC

**GRANTEE:**

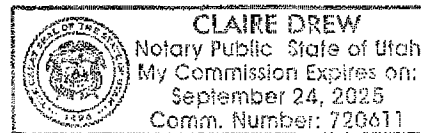
WOODSIDE HOMES OF UTAH, LLC, a  
Utah limited liability company

By: [Signature]  
Name: Burke Staker  
Title: Authorized Agent

STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of July,  
2024, by Burke Staker in such person's capacity as the authorized agent  
of Woodside Homes of Utah, LLC

[Signature]  
NOTARY PUBLIC



**EXHIBIT A**

**(Legal Description of Grantor Property)**

Parcel 20223260060000 Legal description

BEG S 89°58'17" W 1339.74 FT & N 1°30'02" W 200.06 FT FR S 1/4 COR OF SEC 22, T2S, R2W, SLM; N 89°58'17" E 1382.56 FT; N 7°32'26" E 140.56 FT; NE'LY ALG 5779.70 FT RADIUS CURVE TOL, 1003.05 FT (CHD N 2°35'33" E); N 89°56'17" W 132 FT M OR L; N 1°17'20" W 234.45 FT; S 53°57'31" W 355.57 FT M OR L; N 36°02'29" W 551.9 FT; S 53°56'39" W 169.78 FT; S 0°55'07" W 103.45 FT; S 54°06'05" W 161 FT; N 70°01'01" W 220.30 FT; S 1°45'35" E 229.33 FT; N 76°54'37" W 47.43 FT; NW'LY ALG 225 FT RADIUS CURVE TO L, CHD LENGTH 54.24 FT (CHD N 83°49'59" W); S 89°14'39" W 156.65 FT; S 1°28'03" E 64.57 FT; N 88°29'58" E 146.11 FT; N 79°59'53" E 164.11 FT; N 66°48'52" E 144.79 FT; N 39°11'28" E 165.49 FT; S 68°58'28" E 66.20 FT; S 53°29'18" E 159.68 FT; S 53°59'23" E 129.28 FT; S 57°32'42" E 123.93 FT; S 66°57'04" W 82.99 FT; S 60°07' W 62.55 FT; S 30°33'48" W 95.98 FT; S 6°59'07" E 66.89 FT; S 6°24'53" E 121.35 FT; S 37°12'07" W 49.33 FT; N 88°46'25" E 100 FT; S 1°13'35" E 100 FT; S 88°46'25" W 100 FT; N 1°13'35" W 100 FT; S 26°34'46" W 45.45 FT; N 79°03'09" W 85.62 FT; N 46°39'16" W 100.77 FT; N 18°38'44" W 122.98 FT; N 46°37'26" W 102.59 FT; N 84°35'58" W 100.77 FT; S 66°05'01" W 93.46 FT; S 48°44'57" W 88.36 FT; S 50°28'53" W 110.72 FT; N 76°33'21" W 123.20 FT; S 1°29'58" E 494.622 FT; N 88°30'01" E 124.57 FT; S 1°29'58" E 174.851 FT; S 88°30'01" W 124.571 FT; S 1°29'58" E 119.26 FT M OR L TO BEG.

A-1

4894-6435-4475.v1

#51424v4

**EXHIBIT B**

**(Legal Description of Grantee Property)**

Parcel 20223260400000 Legal description

A parcel of land situate in the Southeast and Southwest Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being North 1,802.40 feet and West 649.08 feet from the South Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 53°56'39" West 169.78 feet; thence South 00°55'07" West 103.45 feet; thence South 54°06'05" West 161.00 feet; thence North 70°01'01" West 220.30 feet; thence North 01°45'35" West 201.20 feet; thence North 89°52'58" West 254.35 feet; thence North 01°29'11" West 897.56 feet; thence South 89°53'13" East 462.38 feet; thence South 00°06'47" West 40.00 feet; thence Southeasterly 38.99 feet along the arc of a 25.00 foot radius curve to the right (center bears South 00°02'29" East and the chord bears South 45°12'20" East 35.16 feet with a central angle of 89°22'10"); thence South 00°06'51" West 67.99 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears North 89°53'34" West and the chord bears South 45°06'51" West 21.21 feet with a central angle of 90°00'00"); thence South 00°06'51" West 50.00 feet; thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°08'01" West and the chord bears South 44°53'09" East 21.21 feet with a central angle of 90°00'00"); thence South 00°06'51" West 113.46 feet; thence Southerly 334.45 feet along the arc of a 530.00 foot radius curve to the left (center bears South 89°53'09" East and the chord bears South 17°57'49" East 328.93 feet with a central angle of 36°09'20"); thence South 36°02'29" East 115.23 feet; thence Southwesterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 53°57'50" West and the chord bears South 08°57'31" West 21.21 feet with a central angle of 89°59'22"); thence South 36°02'29" East 50.00 feet; thence Southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 36°02'48" East and the chord bears South 81°02'29" East 21.21 feet with a central angle of 90°00'38"); thence South 36°02'29" East 97.10 feet to the point of beginning.

B-1

4894-6435-4475.v1

#51424v4

**EXHIBIT C**

**(Legal Description of the Easement Area)**

A parcel of land situate in the Southwest Quarter of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point being North 1,599.04 feet and West 787.94 feet from the South Quarter Corner of Section 22, Township 2 South, Range 2 West, Salt Lake Base and Meridian, and running

thence South 23°04'01" East 133.94 feet;  
thence South 55°00'32" West 156.45 feet;  
thence North 87°03'54" West 69.40 feet;  
thence North 38°48'39" West 146.00 feet;  
thence North 61°01'54" West 114.93 feet;  
thence North 02°02'02" West 20.99 feet;  
thence South 70°01'01" East 220.66 feet;  
thence North 54°06'05" East 161.00 feet to the point of beginning.

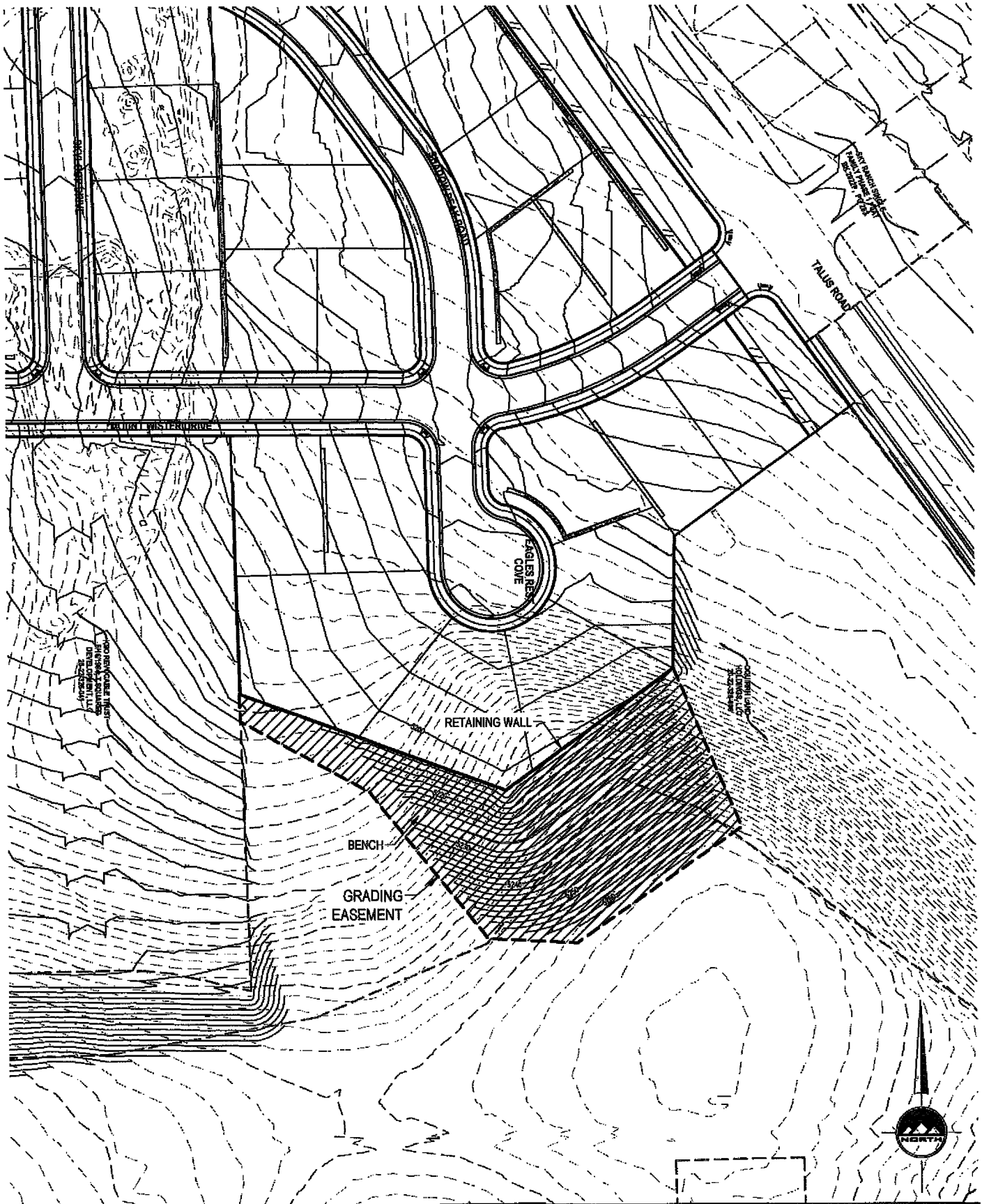
Contains 35,828 Square Feet or 0.822 Acres

C-1

4894-6435-4475.v1

#51424v4

**EXHIBIT D**  
**(Grading Plan)**



PROJECT NUMBER  
106980

PRINT DATE  
2024-05-06

PROJECT MANAGER  
JKF

DESIGNED BY  
KFW

1 OF 1

# **SKY RANCH CASCADE** **PHASE 1** 6851 SOUTH HIGHWAY U-111 SALT LAKE COUNTY, UTAH GRADING EASEMENT EXHIBIT



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