

186935-CPI

When recorded, return to:

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

Parcel No(s): 26-34-226-079, 26-34-276-024

14349864 B: 11552 P: 86 Total Pages: 12
02/21/2025 03:49 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

(Space above for recorder's use only)

TECHNOLOGY EASEMENT AGREEMENT

THIS TECHNOLOGY EASEMENT AGREEMENT (this "Agreement") is entered into this 20 day of February, 2025 (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 Mt. Rainier 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:

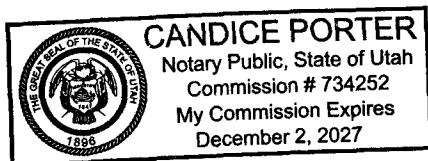
OLYMPIA RANCH, LLC,
a Utah limited liability company

By: Ryan Butcher
Name: Ryan Butcher
Its: MANAGER

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

On this 20 day of Feb., 2025, 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 person whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.





Notary Public
My Commission Expires: 12-2-2027

GRANTEE:

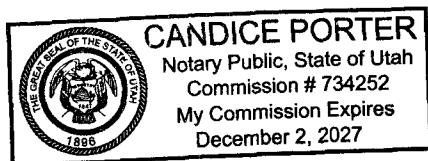
TECH HOLDINGS, LLC,
a Utah limited liability company

By: DBH
Name: Ryan Button
Its: MANAGER

STATE OF Utah)
COUNTY OF Salt Lake)

On this 20 day of Feb., 2024, before me, Candice Porter, a Notary Public, personally appeared Ryan Button, the Manager of TECH HOLDINGS, PLC, 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.




Cecilia

EXHIBIT A
PROPERTY DESCRIPTION

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, being more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,001.49 feet along the section line and South 683.15 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°04'33" East 228.66 feet; thence North 89°55'27" East 20.84 feet; thence Southeasterly 118.39 feet along the arc of a 522.50 foot radius curve to the right (center bears South 00°04'33" East and the chord bears South 83°35'06" East 118.13 feet with a central angle of 12°58'55"); thence South 00°04'33" East 407.83 feet; thence West 90.58 feet; thence Southwesterly 16.40 feet along the arc of a 50.00 foot radius curve to the right (center bears North 62°58'34" West and the chord bears South 36°25'05" West 16.32 feet with a central angle of 18°47'17"); thence Southwesterly 19.92 feet along the arc of a 25.00 foot radius curve to the left (center bears South 44°11'17" East and the chord bears South 22°59'22" West 19.39 feet with a central angle of 45°38'42"); thence South 00°10'01" West 38.62 feet; thence South 89°59'44" West 220.00 feet; thence North 00°10'01" East 70.38 feet; thence South 89°52'17" West 47.00 feet; thence Northwesterly 26.75 feet along the arc of a 17.00 foot radius curve to the left (center bears North 89°49'59" West and the chord bears North 44°55'08" West 24.08 feet with a central angle of 90°10'17"); thence South 89°59'44" West 81.24 feet; thence South 00°10'11" West 7.52 feet to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 34, monumented with a rebar and cap stamped 5251295, said point being on the established boundary line per the Boundary Line Acknowledgment, recorded March 9, 2020 as Entry No. 13212816 in Book 10907 at Pages 6169-6202 in the Office of the Salt Lake County Recorder; thence North 89°31'34" West 249.93 feet along the 1/16 section line and said established boundary; thence North 464.12 feet; thence South 89°32'10" East 70.97 feet; thence Northeasterly 26.86 feet along the arc of a 17.00 foot radius curve to the left (center bears North 00°27'50" East and the chord bears North 45°11'38" East 24.15 feet with a central angle of 90°32'23"); thence North 00°04'33" West 160.87 feet; thence South 89°32'10" East 495.98 feet to the point of beginning.

Tax Id No.: 26-34-226-079 and 26-34-276-024

EXHIBIT B

(Legal Description of the Easement Area)

Mt. Rainier at Olympia Phase 2

PTE No. 1

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

Beginning at a point being North 89°30'06" West 975.44 feet along the section line and South 683.13 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°04'33" East 163.41 feet;
thence South 89°55'27" West 92.33 feet;
thence North 00°04'33" West 143.83 feet;
thence South 89°55'27" West 31.00 feet;
thence South 00°04'33" East 143.83 feet;
thence South 89°55'27" West 92.33 feet;
thence North 00°04'33" West 143.83 feet;
thence South 89°55'27" West 31.00 feet;
thence South 00°04'33" East 143.83 feet;
thence South 89°55'27" West 92.33 feet;
thence North 00°04'33" West 145.98 feet;
thence South 89°55'27" West 26.00 feet;
thence South 00°04'33" East 145.98 feet;
thence South 89°55'27" West 77.00 feet;
thence Northwesterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears North 00°04'33" West and the chord bears North 45°04'33" West 9.90 feet with a central angle of 90°00'00");
thence North 00°04'33" West 160.64 feet;
thence South 89°32'10" East 449.02 feet;
thence South 45°11'38" West 2.82 feet;
thence North 89°32'10" West 445.02 feet;
thence South 00°04'33" East 158.63 feet;
thence Southeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears North 89°55'27" East and the chord bears South 45°04'33" East 7.07 feet with a central angle of 90°00'00");
thence North 89°55'27" East 75.00 feet;
thence North 00°04'33" West 145.98 feet;
thence North 89°55'27" East 30.00 feet;
thence South 00°04'33" East 145.98 feet;
thence North 89°55'27" East 88.33 feet;
thence North 00°04'33" West 143.83 feet;
thence North 89°55'27" East 35.00 feet;
thence South 00°04'33" East 143.83 feet;
thence North 89°55'27" East 88.33 feet;
thence North 00°04'33" West 143.83 feet;
thence North 89°55'27" East 35.00 feet;
thence South 00°04'33" East 143.83 feet;
thence North 89°55'27" East 88.33 feet;

thence North 00°04'33" West 159.43 feet;
thence North 45°11'38" East 2.82 feet to the point of beginning.

Contains 4,172 Square Feet or 0.096 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 North 89°30'06" West 862.93 feet along the section line and South 934.04 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°04'33" East 2.05 feet;
thence Northwesterly 85.51 feet along the arc of a 510.50 foot radius curve to the left (center bears South 13°13'01" West and the chord bears North 81°34'54" West 85.41 feet with a central angle of 09°35'49");
thence South 00°04'33" East 149.91 feet;
thence South 89°55'27" West 30.00 feet;
thence North 00°04'33" West 150.97 feet;
thence South 89°55'27" West 88.33 feet;
thence South 00°04'33" East 151.00 feet;
thence South 89°55'27" West 35.00 feet;
thence North 00°04'33" West 151.00 feet;
thence South 89°55'27" West 88.33 feet;
thence South 00°04'33" East 151.00 feet;
thence South 89°55'27" West 35.00 feet;
thence North 00°04'33" West 151.00 feet;
thence South 89°55'27" West 88.33 feet;
thence South 00°04'33" East 151.00 feet;
thence South 89°55'27" West 30.00 feet;
thence North 00°04'33" West 151.00 feet;
thence South 89°55'27" West 74.71 feet;
thence Southwesterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears South 00°04'33" East and the chord bears South 44°55'27" West 7.07 feet with a central angle of 90°00'00");
thence South 00°04'33" East 313.77 feet;
thence Southeasterly 7.85 feet along the arc of a 5.00 foot radius curve to the left (center bears North 89°55'27" East and the chord bears South 45°02'25" East 7.07 feet with a central angle of 89°55'43");
thence North 89°59'44" East 75.01 feet;
thence North 00°04'33" West 150.95 feet;
thence North 89°55'27" East 30.00 feet;
thence South 00°04'33" East 150.99 feet;
thence North 89°59'44" East 88.33 feet;
thence North 00°04'33" West 151.07 feet;
thence North 89°55'27" East 35.00 feet;
thence South 00°04'33" East 151.12 feet;
thence North 89°59'44" East 88.33 feet;
thence North 00°04'33" West 151.10 feet;
thence North 89°55'27" East 35.00 feet;
thence South 00°04'33" East 151.14 feet;
thence North 89°59'44" East 67.49 feet;
thence Southeasterly 16.45 feet along the arc of a 62.00 foot radius curve to the right (center bears South 00°00'16" East and the chord bears South 82°24'19" East 16.40 feet with a central angle of 15°11'54");

thence North 31°34'46" East 0.81 feet;
thence Northeasterly 15.47 feet along the arc of a 28.00 foot radius curve to the left (center bears North 58°25'14" West and the chord bears North 15°45'06" East 15.27 feet with a central angle of 31°39'19");
thence North 00°04'33" West 137.85 feet;
thence North 89°55'27" East 30.00 feet;
thence South 00°04'33" East 139.00 feet;
thence Southwesterly 30.47 feet along the arc of a 58.00 foot radius curve to the right (center bears North 88°55'30" West and the chord bears South 16°07'22" West 30.12 feet with a central angle of 30°05'46");
thence Southeasterly 71.91 feet along the arc of a 62.00 foot radius curve to the right (center bears South 43°13'07" West and the chord bears South 13°33'10" East 67.95 feet with a central angle of 66°27'27");
thence North 89°58'24" East 76.74 feet;
thence South 00°04'33" East 2.00 feet;
thence North 89°55'23" West 79.60 feet;
thence Northwesterly 73.93 feet along the arc of a 60.00 foot radius curve to the left (center bears North 67°44'08" West and the chord bears North 13°02'02" West 69.34 feet with a central angle of 70°35'49");
thence North 31°34'46" East 1.24 feet;
thence Northeasterly 29.79 feet along the arc of a 56.00 foot radius curve to the left (center bears North 58°25'14" West and the chord bears North 16°20'14" East 29.44 feet with a central angle of 30°29'02");
thence North 00°04'33" West 136.98 feet;
thence South 89°55'27" West 26.00 feet;
thence South 00°04'33" East 136.67 feet;
thence Southwesterly 15.74 feet along the arc of a 30.00 foot radius curve to the right (center bears North 88°28'33" West and the chord bears South 16°33'06" West 15.56 feet with a central angle of 30°03'18");
thence South 31°34'46" West 2.35 feet;
thence Northwesterly 17.41 feet along the arc of a 60.00 foot radius curve to the left (center bears South 16°37'05" West and the chord bears North 81°41'36" West 17.35 feet with a central angle of 16°37'21");
thence South 89°59'44" West 69.49 feet;
thence North 00°04'33" West 151.14 feet;
thence South 89°55'27" West 31.00 feet;
thence South 00°04'33" East 151.10 feet;
thence South 89°59'44" West 92.33 feet;
thence North 00°04'33" West 151.11 feet;
thence South 89°55'27" West 31.00 feet;
thence South 00°04'33" East 151.08 feet;
thence South 89°59'44" West 92.33 feet;
thence North 00°04'33" West 150.99 feet;
thence South 89°55'27" West 26.00 feet;
thence South 00°04'33" East 150.96 feet;
thence South 89°59'44" West 77.01 feet;
thence Northwesterly 10.99 feet along the arc of a 7.00 foot radius curve to the right (center bears North 00°00'16" West and the chord bears North 45°02'25" West 9.89 feet with a central angle of 89°55'43");
thence North 00°04'33" West 313.77 feet;
thence Northeasterly 11.00 feet along the arc of a 7.00 foot radius curve to the right (center bears North 89°55'27" East and the chord bears North 44°55'27" East 9.90 feet with a central angle of 90°00'00");
thence North 89°55'27" East 76.71 feet;
thence South 00°04'33" East 151.00 feet;
thence North 89°55'27" East 26.00 feet;
thence North 00°04'33" West 151.00 feet;
thence North 89°55'27" East 92.33 feet;
thence South 00°04'33" East 151.00 feet;
thence North 89°55'27" East 31.00 feet;
thence North 00°04'33" West 151.00 feet;

thence North 89°55'27" East 92.33 feet;
thence South 00°04'33" East 151.00 feet;
thence North 89°55'27" East 31.00 feet;
thence North 00°04'33" West 151.00 feet;
thence North 89°55'27" East 92.33 feet;
thence South 00°04'33" East 150.97 feet;
thence North 89°55'27" East 26.00 feet;
thence North 00°04'33" West 150.04 feet;
thence Southeasterly 87.50 feet along the arc of a 512.50 foot radius curve to the right (center bears South 03°22'54" West and the chord bears South 81°43'38" East 87.40 feet with a central angle of 09°46'57") to the point of beginning.

Contains 7,874 Square Feet or 0.181 Acres

PTE No. 3

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

Beginning at a point being North 89°30'06" West 1,042.16 feet along the section line and South 1,325.45 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°00'16" East 2.00 feet;
thence South 89°59'44" West 131.00 feet;
thence Southwesterly 7.84 feet along the arc of a 5.00 foot radius curve to the left (center bears South 00°00'16" East and the chord bears South 45°04'52" West 7.06 feet with a central angle of 89°49'43");
thence South 00°10'01" West 68.35 feet;
thence North 89°59'44" East 141.00 feet;
thence North 00°10'01" East 68.32 feet;
thence Northwesterly 7.87 feet along the arc of a 5.00 foot radius curve to the left (center bears North 89°49'59" West and the chord bears North 44°55'08" West 7.08 feet with a central angle of 90°10'17");
thence North 00°00'16" West 2.00 feet;
thence Southeasterly 11.02 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°00'16" East and the chord bears South 44°55'08" East 9.91 feet with a central angle of 90°10'17");
thence South 00°10'01" West 70.31 feet;
thence South 89°59'44" West 145.00 feet;
thence North 00°10'01" East 70.35 feet;
thence Northeasterly 10.97 feet along the arc of a 7.00 foot radius curve to the right (center bears South 89°49'59" East and the chord bears North 45°04'52" East 9.88 feet with a central angle of 89°49'43");
thence North 89°59'44" East 131.00 feet to the point of beginning.

Contains 863 Square Feet or 0.020 Acres

PTE No. 4

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

Beginning at a point being North 89°30'06" West 1,514.08 feet along the section line and South 926.49 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

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

thence North 89°32'10" West 69.27 feet;
thence South 395.12 feet;
thence South 89°31'34" East 74.74 feet;
thence North 00°04'33" West 390.18 feet;
thence Northwesterly 7.81 feet along the arc of a 5.00 foot radius curve to the left (center bears South 89°55'27" West and the chord bears North 44°48'22" West 7.04 feet with a central angle of 89°27'37");
thence North 00°27'50" East 2.00 feet;
thence Southeasterly 10.93 feet along the arc of a 7.00 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 44°48'22" East 9.85 feet with a central angle of 89°27'37");
thence South 00°04'33" East 392.20 feet;
thence North 89°31'34" West 78.75 feet;
thence North 399.12 feet;
thence South 89°32'10" East 71.28 feet to the point of beginning.

Contains 1,889 Square Feet or 0.043 Acres