

WHEN RECORDED MAIL TO:

Arcadia SP, Inc.  
PO Box 710  
Draper, Utah 84020

Parcel Numbers: 20-02-300-036 and 20-02-300-038

**GRANT OF EASEMENT  
AND  
PRIVATE ACCESS, UTILITY, MAINTENANCE AND INDEMNITY AGREEMENT**

THIS GRANT OF EASEMENT AND PRIVATE ACCESS, UTILITY MAINTENANCE AND INDEMNITY AGREEMENT ("Agreement") is granted, made and entered into as of this \_\_\_\_\_ day of June, 2025, by and between ARCADIA SP, INC., a Utah corporation ("Arcadia") and SKYLINE ELECTRIC CO., a Utah corporation ("Skyline") (collectively referred to as the "Grantors"), ARCADIA SP, INC., a Utah corporation, its successors and assigns, and SKYLINE ELECTRIC CO., a Utah corporation, its successors and assigns (collectively referred to as the "Grantees"), and GRANGER-HUNTER IMPROVEMENT DISTRICT, a Utah special district ("District").

**RECITALS**

A. Arcadia is the owner of certain real property located in West Valley City, Salt Lake County, Utah, more particularly described in **Exhibit "A-1"** attached hereto for all purposes; and Skyline is the owner of certain real property located in West Valley City, Salt Lake County, Utah, more particularly described in **Exhibit "A-2"** attached hereto for all purposes, and said real property of Arcadia and Skyline is hereby collectively referred to as the Grantors' Property ("Grantors' Property").

B. Arcadia is the owner of real property described in Exhibit B-1 and Skyline is the owner of real property described in Exhibit B-2, and said properties shall be referenced for all purposes herein as the Grantees Property ("Grantees Property").

C. Arcadia, is subdividing the real property in the City (defined below) as described in Exhibit A-1, into several commercial lots, the size of which will be determined at a future time, and desires the right to construct utilities and fire suppression lines on Grantors' Property as necessary to meet the utility needs of Arcadia and Skyline, and to meet the sewer and water system specifications and construction standards of the District and West Valley City ("City").

D. "Utilities" or "utility" are defined herein to include all utility facilities, pipes, channels and boxes, and all related appurtenances and facilities to be owned and operated by Grantees for the provision of services such as water, secondary water, irrigation water, drinking water, culinary water, water for fire suppression, storm drainage, storm sewer, and sanitary sewer.

E. Grantors have agreed to grant and convey to Grantees a perpetual nonexclusive Utilities easement over that certain property more particularly described in **Exhibit "C"** attached hereto and incorporated herein (the "**Utility Easement Area**"), including, without limitation, reasonable maintenance, repair and replacement of such utility lines all as further described in this Agreement.

F. Fire Lines are defined herein to include water pipes, channels and double check detector assemblies ("**DCDA's**"), and all related appurtenances and facilities to be situated within the Grantors' Property and the Grantees Property, which shall be owned and operated by Grantees for the provision of delivering water for fire suppression purposes to Grantees Property along the property lines of any current or future lots created within Grantees Property ("**Fire Lines**"); except that, notwithstanding the foregoing, the water meters included as a component of the DCDA's, shall be owned and operated by the District ("**DCDA Meter(s)**").

G. Grantors have also agreed to grant and convey to Grantees and to the District a perpetual nonexclusive easement over, across, under and through the existing and future Fire Lines to be situated on the Grantees Property along the property lines of any current or future lots created within Grantees Property as more or less depicted in Exhibit "D" attached hereto (the "**Fire Line Areas**"), including, without limitation, reasonable maintenance, repair and replacement of the Fire Lines within the Fire Line Areas, all as further described in this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantors and Grantees agree as follows:

1. **Grant of Utility Easement.** Grantors do hereby grant and convey, without warranty, unto Grantees: (i) a perpetual, nonexclusive easement and right-of-way for construction, installation, operation, maintenance, inspection, repair and replacement of the Utilities and related improvements on, over, across, under and through the Utility Easement Area (the "**Utility Easement**").

2. **Grant of Fire Lines Easement.** Grantors do hereby grant and convey, without warranty, unto Grantees: (i) a perpetual, nonexclusive easement and right-of-way for construction, installation, operation, maintenance, inspection, repair and replacement of the Fire Lines and related improvements on, over, across, under and through the Fire Line Areas (the "**Fire Lines Easement**"). Furthermore, the Grantors do hereby grant and convey, without warranty, unto the District, a perpetual grant of easement, including the right of ingress and egress, extending over, under and across Grantors' Property to access the DCDA's installed in connection with Fire Lines located within the Fire Line Areas, for the purpose of inspecting, maintaining, repairing and replacing the Fire Line Meters consistent with its easement therefore as provided herein.

3. **Access/Right of Entry To Utility Easement.** Grantees and their agents, employees, consultants, contractors and subcontractors shall have access to and the right to enter upon the Utility Easement Area solely for the purposes permitted by this Agreement, including but not limited to, the right to service, inspect, maintain, repair, and (if necessary) replace the Utility

improvements. Grantees shall enter upon the Utility Easement Area at Grantee's sole risk and hazard, and Grantees hereby release Grantors from any and all claims relating to the condition of the Utility Easement Area and the entry upon the Utility Easement Area by Grantees.

4. **Access/Right of Entry To Fire Lines Easement.** Grantees and their agents, employees, consultants, contractors and subcontractors shall have access to and the right to enter upon the Fire Line Area that is directly bordering or adjacent to their respective lot(s) that is owned by the Grantees and/or their respective successors or assigns, solely for the purposes permitted by this Agreement, including but not limited to, the right to service, inspect, maintain, repair, and (if necessary) replace the Fire Lines. Grantees shall enter upon the Fire Line Areas at Grantees' sole risk and hazard, and Grantees hereby release Grantors from any and all claims relating to the condition of the Fire Line Areas and the entry upon the Fire Line Areas by Grantees. The District and its agents, employees, consultants, contractors and subcontractors shall have access to and the right to enter upon all Fire Line Areas for the purpose of inspecting, maintaining, repairing and replacing the DCDA Meters.

5. **Grantor Covenants.** Grantor shall not build or construct, or permit to be built or constructed, any building or other permanent improvement over, across, through or under the Utility Easement Area or Fire Line Areas nor change the contour thereof without the written consent of Grantees and the District, which consent shall be in their sole discretion. Grantors will not unreasonably interfere with Grantees' and the District's use of the Utilities Easement or Fire Lines Easement for the purposes stated herein.

6. **Purposes of the Utility Easement; Maintenance.** The purpose of the Utility Easement is to allow any construction of the Utilities by Grantors in favor of Grantees and its successors, assigns, and agents in order to meet District's and City's development standards for the commercial development and to allow Grantees the ability to maintain, repair, and if needed to replace the Utilities. Grantor, in favor of the Grantees shall be responsible for the proper and timely construction and installation of the Utility Improvements per the District's and City's standards. Except as provided for below, the Grantees shall equally share the cost and expense of maintaining the Utility Easement Area and any improvements, which shall be maintained and repaired in accordance with applicable laws in a manner comparable to the standard of good operation and maintenance followed in other similar situated commercial developments of comparable size in the City. If damage is caused to the Utility Easement Area and/or improvements therein, by an individual Grantee or its agents, employees, invitees or guests, then said Grantee shall be solely responsible for the costs and expenses to repair said damage, and use commercially reasonable efforts to restore the damaged Utility Easement Area and any improvements thereto.

7. **Purposes of the Fire Lines Easement; Maintenance.** The purpose of the Fire Lines Easement is to allow any construction of the Fire Lines by Grantors' in favor of Grantees and its successors, assigns, and agents in order to meet the District's and City's development standards for the commercial development, and to allow Grantees and the District the ability to maintain, repair, and if needed to replace the Fire Lines and the DCDA Meters, as provided for in this Agreement, after acceptance in writing by the District and/or City. Grantees or its successors, associates, assigns, and agents shall be responsible for the proper and timely construction and installation of the Fire Lines per the District's and City's standards. Grantees acknowledge that the Fire Lines are located along the individual property lines of each lot. Except as provided for below, the Grantees that share the

same property line shall equally share the cost and expense of maintaining the Fire Lines that are directly parallel and/or adjacent to Grantee's lot, and the Fire Line Areas shall be maintained and repaired in accordance with applicable laws in a manner comparable to the standard of good operation and maintenance followed in other similar situated commercial developments of comparable size in the City. If damage is caused to a Fire Line by an individual Grantee or its agents, employees, invitees or guests, then said Grantee shall be solely responsible for the costs and expenses to repair the damaged Fire Line and any other property damage caused by the damaged Fire Line, and shall use commercially reasonable efforts to restore the damaged Fire Line and other damaged property to its previous state.

8. **Fees.** If the District or City imposes any general fees or charges for the use of the Utilities or Fire Lines that are the subject to this Agreement, then Grantees shall be equally responsible for the timely payment of said fees or charges, if any, as billed by the District and the City.

9. **Waiver, Release and Indemnity.** The Grantees, for themselves, and their respective legal representatives, and their successors-in-interest and assigns, hereby knowingly and voluntarily waive, release and discharge the District, and agree to indemnify and hold harmless the District, its officers, employees and agents, and each of them (hereafter collectively referred to as "Indemnified Parties"), and to secure and reimburse, the Indemnified Parties, from, against, or as consequence of, any loss, expense, cost (including, without limitation, attorneys' fees), claim, lawsuit, action, demand, damage, and/or liability imposed or claimed to be imposed upon the Indemnified Parties from bodily injuries, including death, or for damage to property, real or personal, sustained by the Grantees, or other property owner's guests, invitees, and/or any other third parties, which arise out of, result from or are otherwise attributable to the placement ownership, use, operation, maintenance, repair and/or replacement of the Fire Lines. The indemnification of the Indemnified Parties does not extend to acts of negligence or willful misconduct of the Indemnified Parties expressly subject to all applicable provisions of the Utah Governmental Immunity Act.

10. **Easements Appurtenant to the Grantee Property; Benefited Parties.** The Utility Easement and Fire Lines Easement (collectively referred to as the "Easements") shall be appurtenant to and run with the land and constitute a portion of the Grantees Property and each part thereof. The Easements shall be for the use and benefit of the following parties ("Benefited Parties"): (a) Grantees and their respective successors and assigns; and (b) all tenants, subtenants, guests, employees, contractors, agents, customers, invitees and concessionaires of Grantee, and all employees, contractors, subcontractors and agents of the District.

11. **Covenants to Run With the Land.** The Easements, the covenants and all rights and interests related thereto, including expressly the waiver, release and indemnity rights and obligations set forth in Section 9 hereof, shall constitute covenants running with the land and shall burden the Grantors' Property as the servient estate, and benefit the Grantees Property as the dominant estate, and shall be binding upon Grantors and Grantees, their respective successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Grantors' Property and the Grantees Property and/or the Easements.

12. **No Relationship.** The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

13. **Cooperation.** The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the parties' use of the Utility Easement Area and Fire Lines Easement Area.

14. **No Waiver.** Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

15. **Authority.** The undersigned represent and warrant that each of them has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement for and on behalf of the respective parties. The undersigned further represent and warrant that this Agreement, when fully executed, shall constitute a legal, valid, and binding agreement for each of the respective parties, enforceable in accordance with its terms.

16. **Costs and Expenses and Remedies Upon Breach.** In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise.

17. **Enforcement.** Each party shall have the full power and authority to enforce compliance with this Agreement in any manner provided for in law or in equity, including without limitation, the right to bring an action for damages, to enjoin the violation, or specifically enforce the provisions of this Agreement, and if that party prevails in such action, it shall recover as part of its costs all reasonable attorney's fees, court costs and expert witness fees.

18. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns. At such time as a Grantee or Grantees no longer owns the Grantees Property, or in the event of Grantees' transfer of title or interest to any specific portions thereof to a third-party purchaser, and such assignees shall assume automatically the benefits of and be responsible for all of Grantees' rights, covenants, benefits, responsibilities and duties in connection with this Agreement, and Grantees shall be relieved from and after the date of such transfer of all liability as respects Grantees' obligations, if any, thereafter to be performed. The obligations contained in this Agreement, if any, to be performed by Grantees, shall, subject as aforesaid, be binding upon Grantees' successors and assigns, only during their respective periods of ownership.

19. **Interpretation.** The paragraph headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

20. **Duration and Amendment.** This Agreement shall be recorded in the Office of the Salt Lake County Recorder. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties and recorded in the Office of the Salt Lake County Recorder, Utah. The parties may amend this Agreement only by a written instrument executed by the parties and recorded in the Office of the Salt Lake County Recorder, Utah.

21. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, which together shall constitute the Agreement.

23. **Applicable Law.** This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

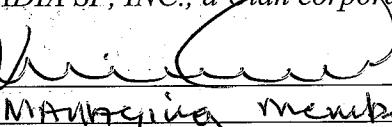
24. **Attorneys' Fees.** If any party hereto commences any legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorneys' fees and costs from the other party or parties, in an amount to be fixed by the court in the same action. The term "legal proceedings" as used above shall be deemed to include appeals from a lower court judgment and it shall include proceedings in the Federal Bankruptcy Court, whether or not they are adversary proceedings or contested matters.

25. **Recitals and Exhibits Incorporated.** The Recitals and all Exhibits attached hereto as set forth above are true and correct and are incorporated herein by this reference.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the day and year first above written.

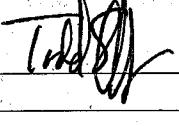
**GRANTORS:**

*ARCADIA SP, INC., a Utah corporation*

By: 

Its: *Managing member*

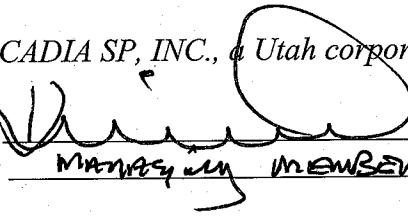
*SKYLINE ELECTRIC CO., a Utah corporation*

By: 

Its: *CEO*

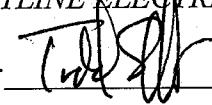
**GRANTEES:**

ARCADIA SP, INC., a Utah corporation

By: 

Its: Managing member

SKYLINE ELECTRIC CO., a Utah corporation

By: 

Its: CEO

**DISTRICT:**

GRANGER-HUNTER IMPROVEMENT  
DISTRICT, a Utah special district

By: 

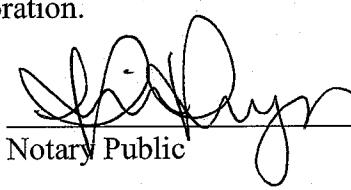
Its: CEO

**ACKNOWLEDGMENTS:**

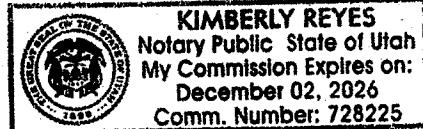
STATE OF UTAH )  
: ss.

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 09 day of  
July, 2025, by Kenneth Milne, as Managing member on  
behalf of ARCADIA SP, INC., a Utah corporation.

  
Notary Public

**SEAL:**

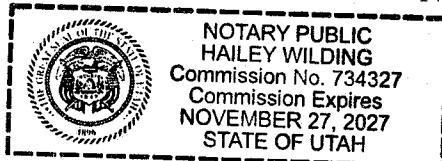


STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of July, 2025, by Todd Shaffer, as CEO, on behalf of SKYLINE ELECTRIC CO., a Utah corporation.

Hailey Wildiney  
Notary Public

SEAL:



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

The foregoing instrument was acknowledged before me this 9 day of July, 2025, by Jason Helm, as General Manager, on behalf of GRANGER-HUNTER IMPROEMENT DISTRICT, a Utah special district.

K. Helm  
Notary Public

SEAL:



**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF GRANTOR ARCADIA SP, INC., A UTAH CORPORATION PROPERTY**

A PARCEL OF LAND BEING PART OF A PARCEL OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 21, 2023 AS ENTRY NO. 14084475 IN BOOK 11407 AT PAGE 5955 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 4700 SOUTH STREET, SAID POINT BEING 33.00 FEET NORTH 00°08'30" WEST ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°50'20" WEST 2659.42 FEET BETWEEN THE SOUTH QUARTER CORNER AND SOUTHWEST CORNER OF SAID SECTION 2), AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°50'20" WEST 1472.42 FEET; THENCE NORTH 362.34 FEET TO A POINT ON THE SOUTHERLY LINE OF A 50.00 FOOT WIDE DENVER & RIO GRANDE RAILROAD RIGHT-OF-WAY AND A POINT ON A 7595.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES: (1) EASTERLY 391.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'20" (CHORD BEARS SOUTH 88°45'30" EAST 391.74 FEET); THENCE (2) SOUTH 87°16'50" EAST 1048.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 6000 WEST STREET AS DETERMINED BY 6000 WEST STREET DEDICATION PLAT RECORDED APRIL 23, 2014 AS ENTRY NO. 11837696 IN BOOK 2014P AT PAGE 80 IN THE OFFICE OF SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°07'11" EAST 15.06 FEET TO A POINT OF CURVATURE WITH A 203.00 FOOT RADIUS TO THE LEFT; THENCE (2) SOUTHERLY 117.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°08'20" (CHORD BEARS SOUTH 16°41'21" EAST 115.78 FEET) TO THE QUARTER SECTION LINE OF SAID SECTION 2; THENCE ALONG SAID QUARTER SECTION LINE SOUTH 00°08'30" EAST 174.02 FEET TO THE POINT OF BEGINNING.

CONTAINS 11.237 ACRES, MORE OR LESS.

**EXHIBIT "A-2"**

**LEGAL DESCRIPTION OF GRANTOR SKYLINE ELECTRIC CO., A UTAH  
CORPORATION PROPERTY**

Lot 201, 4700 Industrial Park West Valley Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office, recorded December 19, 2024 as Entry No. 14326915 in Book 2024P at Page 273.

Part of Tax ID No: 20-02-300-036 as of December 18, 2024, which Tax ID No. will change as a result of the recording of document number 14326915 on December 19, 2024, with the Salt Lake County, Utah Recorder's Office.

**EXHIBIT "B-1"**

**LEGAL DESCRIPTION OF GRANTEE ARCADIA SP, INC., A UTAH CORPORATION PROPERTY**

A PARCEL OF LAND BEING PART OF A PARCEL OF LAND DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED MARCH 21, 2023 AS ENTRY NO. 14084475 IN BOOK 11407 AT PAGE 5955 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, WEST VALLEY CITY, SALT LAKE COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF 4700 SOUTH STREET, SAID POINT BEING 33.00 FEET NORTH 00°08'30" WEST ALONG THE QUARTER SECTION LINE FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°50'20" WEST 2659.42 FEET BETWEEN THE SOUTH QUARTER CORNER AND SOUTHWEST CORNER OF SAID SECTION 2), AND RUNNING THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°50'20" WEST 1472.42 FEET; THENCE NORTH 362.34 FEET TO A POINT ON THE SOUTHERLY LINE OF A 50.00 FOOT WIDE DENVER & RIO GRANDE RAILROAD RIGHT-OF-WAY AND A POINT ON A 7595.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES: (1) EASTERLY 391.78 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°57'20" (CHORD BEARS SOUTH 88°45'30" EAST 391.74 FEET); THENCE (2) SOUTH 87°16'50" EAST 1048.24 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF 6000 WEST STREET AS DETERMINED BY 6000 WEST STREET DEDICATION PLAT RECORDED APRIL 23, 2014 AS ENTRY NO. 11837696 IN BOOK 2014P AT PAGE 80 IN THE OFFICE OF SALT LAKE COUNTY RECORDER; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: (1) SOUTH 00°07'11" EAST 15.06 FEET TO A POINT OF CURVATURE WITH A 203.00 FOOT RADIUS TO THE LEFT; THENCE (2) SOUTHERLY 117.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 33°08'20" (CHORD BEARS SOUTH 16°41'21" EAST 115.78 FEET) TO THE QUARTER SECTION LINE OF SAID SECTION 2;

THENCE ALONG SAID QUARTER SECTION LINE SOUTH 00°08'30" EAST 174.02 FEET  
TO THE POINT OF BEGINNING.

CONTAINS 11.237 ACRES, MORE OR LESS.

**EXHIBIT "B-2"**

**LEGAL DESCRIPTION OF GRANTEE SKYLINE ELECTRIC CO., A UTAH  
CORPORATION PROPERTY**

Lot 201, 4700 Industrial Park West Valley Phase 2, according to the official plat thereof on file and of record in the Salt Lake County Recorder's office, recorded December 19, 2024 as Entry No. 14326915 in Book 2024P at Page 273.

Part of Tax ID No: 20-02-300-036 as of December 18, 2024, which Tax ID No. will change as a result of the recording of document number 14326915 on December 19, 2024, with the Salt Lake County, Utah Recorder's Office.

**EXHIBIT "C"**

**LEGAL DESCRIPTION OF UTILITY EASEMENT AREA**

A 15 foot wide easement over, across and through a tract of land located in the Southwest Quarter of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian, West Valley City, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point on the westerly right-of-way line of 6000 West Street, located 33.76 feet South 89°50'20" West along the Section line and 318.06 feet North from the South Quarter Corner of Section 2, Township 2 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing being South 89°50'20" West 2659.42 feet between the South Quarter Corner and Southwest Corner of said Section 2), and running thence North 87°16'50" West 1048.98 feet to a point of curvature with a 7580.00 foot radius to the left; thence westerly 970.33 feet along the arc of said curve through a central angle of 07°20'04" (chord bears South 89°03'08" West 969.67 feet); thence North 04°36'55" West 15.00 feet to the southerly line of a 50.00 foot wide Denver & Rio Grande Railroad right-of-way as disclosed in that certain Quit Claim Deed recorded as Entry No. 1140871 in Book 467 at Page 382, being on a point on a 7595.00 foot radius non-tangent curve to the right; thence along said southerly line easterly 972.25 feet along the arc of said curve through a central angle of 07°20'04" (chord bears North 89°03'08" East 971.58 feet); thence along said railroad right-of-way South 87°16'50" East 1048.24 feet to the westerly right-of-way line of 6000 West Street; thence along said right-of-way South 00°07'11" East 15.02 feet to the POINT OF BEGINNING.

Contains 30,299 square feet, more or less

EXHIBIT "D"

**DESCRIPTION OF FIRE LINES EASEMENT AREA**

