



\*W3172601\*

E# 3172601 PG 1 OF 12  
Leann H. Kilts, WEBER COUNTY RECORDER  
02-Aug-21 1232 PM FEE \$40.00 DEP PC  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY  
ELECTRONICALLY RECORDED

**AFTER RECORDING, RETURN TO:**

CW Land Co., LLC  
1222 W. Legacy Crossing  
Boulevard, Suite 6  
Centerville, Utah 84014  
Attention: Tony Hill

APN(s): 21-009-0002,  
21-005-0049, 21-005-0048, 21-009-0001  
CT-146056-CAF Space Above Line for Recorder's Use

**EASEMENT AND GOVERNANCE  
AGREEMENT**

**THIS EASEMENT AND GOVERNANCE AGREEMENT** ("Agreement") is made and entered into as of August 2, 2021 (the "Effective Date"), by and between **CW Land Co., LLC**, a Utah limited liability company ("CW Land"), and **Scott R. Brusseau and Lisa Brusseau**, husband and wife (collectively, "**Brusseau**"). CW Land and Brusseau are sometimes referred to individually as "**Party**" and collectively as the "**Parties**."

A. CW Land is the owner of that certain real property located in Weber County, Utah (the "**CW Land Property**"), more particularly described on the attached **Exhibit A** and depicted as Parcels 2 and 3 on the Site Plan (defined later). Brusseau is the owner of that certain real property located in, Weber County, Utah (the "**Brusseau Property**"), more particularly described on the attached **Exhibit B** and depicted as Parcel 1 on the Site Plan. The CW Land Property and Brusseau Property are sometimes herein referred to collectively as the "**Property**".

B. The Parties have agreed to enter into this Agreement in order to provide access and utility use of the Easement Area (defined below) for the benefit of the CW Land Property and the Brusseau Property and to provide for certain other matters, subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are incorporated into this Agreement by this reference, the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of Easements.**

(a) **Grant of Cross Access Easements to Both Parties.** CW Land conveys and grants to Brusseau, and Brusseau conveys and grants to CW Land, a perpetual, non-exclusive, and continuous easement and right-of-way ("**Access Easement**"), in common with the other Party, appurtenant to the CW Land Property and the Brusseau Property, over, upon, and across the area described on the attached **Exhibit C** (the "**Easement Area**"). The Easement Area is outlined by a dotted line on the site plan (the "**Site Plan**") attached as **Exhibit D**. The purpose of the Access Easement is vehicular, pedestrian, and equestrian ingress and egress to and from 7300 East Street, 1000 North Street, the CW Land Property, and the Brusseau Property, respectively.

(b) Grant of Utility Easements to Both Parties. CW Land conveys and grants to Brusseau and Brusseau conveys and grants to CW Land, a perpetual, non-exclusive and continuous easement and right-of-way over, upon, under, and across the Easement Area for connection, installation, construction, operation, maintenance, use, service, repair, improvement, replacement, and removal of a private road and underground or above ground utility lines for electricity, internet, natural gas, culinary water, secondary water, sanitary sewer and storm drain (the “**Improvements**”) together with the right to enter upon the surface of any portion of the Easement Area to implement the foregoing rights (the “**Utility Easement**” and together with the Access Easement, the “**Easements**”).

(c) Grant of Utility Easements to Brusseau. The Parties acknowledge that CW Land is currently obtaining a perpetual, non-exclusive, and continuous easement and right-of-way over, upon, and across the adjacent real property owned by the Ralph H. Hansen and Helen S. Hansen Living Trust and Jeff L. & WF Wendy D. Stoker for the benefit of both CW Land and Brusseau (the “**Hansen/Stoker Utility Easement**”). The Hansen/Stoker Utility Easement shall be subject to Brusseau’s consent, which shall not be unreasonably withheld. On the Effective Date, CW Land shall convey and grant to Brusseau, a perpetual, non-exclusive, and continual easement and right-of-way over, upon, under, and across that certain portion of the CW Land Property identified as “Water Easement” on the Site Plan and cause the same to be recorded in the Office of the Recorder of Weber County.

(d) No Interference. Subject to temporary closures by CW Land or Brusseau, as applicable, for construction, repair, and maintenance, or to prevent public dedication of the Easement Area, as applicable, the Parties agree and covenant that their and their Permittees’ (defined below) respective use of the Easement Area will not unreasonably interfere with the other Party’s use of the Easement Area. Neither Party will, or allow others to obstruct the Easement Area. For purposes of this Agreement, “**Permittees**” shall mean, respectively, CW Land’s or Brusseau’s successors and assigns, tenants, subtenants, and licensees, and its and their respective agents, invitees, customers, employees, and contractors.

2. Maintenance and Repair of Easement Area. Except as otherwise provided in Section 3 with respect to the Open Space Improvements (defined below), CW Land, or its third-party contractors or agents, shall be solely responsible for maintaining and repairing the Easement Area and the Improvements; provided, however, the costs of maintaining and repairing the Easement Area and the Improvements shall be allocated among the owners of each lot within the Property. Each such owner shall pay their Proportionate Share which means a fraction where the numerator equals the total number of lots owned by a person or entity within the Property, and the denominator equals the sum of the lots constituting the Property. The Parties acknowledge and agree that as of the Effective Date, Brusseau’s Proportionate Share is one third (1/3) and CW Land’s Proportionate Share is (2/3). CW Land shall maintain the Easement Area and Improvements in good repair, working order and condition, subject to normal wear and tear. CW Land shall remove snow and debris from the Easement Area. Notwithstanding anything to the contrary contained herein, each Party shall be responsible to repair, as soon as commercially practicable and at its sole cost and expense, any damage to the Easement Area caused by said Party or its Permittees.

3. Open Space Areas. The Parties acknowledge that certain open space areas and improvements for the benefit of the development will be located within the Easement Area on both the CW Land Property and Brusseau Property (“**Open Space Areas**”), with the exact location to be determined by the Parties following execution hereof (the “**Open Space Improvements**”). Each Party

shall be solely responsible for the costs, maintenance, care, upkeep, and replacement of such Open Space Improvements located on their respective portions of the Property.

4. **Future Subdivision.** The Parties acknowledge that the Property's current zoning allows the Property to be further subdivided. Brusseau and CW Land shall cooperate in good faith and execute any documentation necessary to further subdivide the Brusseau Property or CW Land Property, as applicable, within five (5) business days of receiving said documentation. If CW Land or Brusseau further subdivides the CW Land Property or Brusseau Property, as applicable, then the Party that is subdividing their property shall, at that Party's sole cost and expense, be responsible for constructing any future improvements required for said subdivision. For the avoidance of doubt, the foregoing applies to the current subdivision and associated final plat and any subsequent subdivision(s) and associated final plat(s) as provided for herein.

5. **Remedies; Self-Help.** In the event of any violation or threatened violation by one Party of any of the terms, restrictions, covenants and conditions of this Agreement, the other Party shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in any court of competent jurisdiction, provided that nothing in this Agreement shall allow one Party to terminate the Easements, or any portion thereof, because of the other Party's breach of this Agreement. Upon the failure of one Party to meet the obligations contained in this Agreement within thirty (30) days (or a shorter time period in the case of an emergency) following receipt of written notice thereof from the other Party the non-defaulting Party shall have the right to perform such obligation contained in this Agreement on behalf of the defaulting Party and be reimbursed by the defaulting Party for the defaulting Party's Proportionate Share ("**Additional Contribution**") within ten (10) business days following both (i) completion of the obligation, and (ii) written request by the non-defaulting Party for reimbursement (the "**Repayment Period**"). Upon expiration of the Repayment Period, the Additional Contribution shall be deemed a loan to the defaulting Party and shall earn interest at a rate of Twelve Percent (12.0%) per annum, or the maximum rate allowed by the State of Utah, until paid in full. The Parties acknowledge that the non-defaulting Party may record any necessary instrument against the defaulting Party's respective lot to secure repayment of an Additional Contribution. The failure of one Party to enforce any provisions of this Agreement shall not constitute a waiver of the right to do so thereafter nor of the rights to enforce any other covenant, condition, restriction or easement herein provided.

6. **ROFR.** The Parties acknowledge that CW Land and Helen S. Hansen, Trustee of the Ralph H. Hansen and Helen S. Hansen Living Trust, U/A dated April 29, 2017 ("are the parties to that certain Right of First Refusal dated July 26, 2021 ("**ROFR**"), evidenced by that certain Memorandum of Right of First Refusal dated July 26, 2021, and recorded July 28, 2021, as Entry No. 3171363 in the Office of the Recorder of Weber County. Pursuant to that certain Real Property Purchase and Development Agreement of even date herewith between CW Land and Brusseau ("**Purchase Agreement**"), CW Land agreed to allow Brusseau to purchase certain property subject to the ROFR, as more particularly described in the Purchase Agreement. Additionally, the Parties acknowledge that CW Land shall use good faith and commercially reasonable efforts to obtain from Hansen that certain Partial Assignment and Assumption of Right of First Refusal following the closing of the Brusseau Property. The terms of the Purchase Agreement with respect to the ROFR are hereby incorporated into this Agreement.

7. **Rights Run With The Land.** The easements and covenants referenced herein touch, concern, and run with the land and are binding upon all successors-in-title.

8. **No Public Dedication**. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easements, and the rights herein created are for the private use and for the benefit only of the Parties hereto and their successors and assigns.

9. **Amendments**. This Agreement may be amended only by recording, in the official records of Weber County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of the owners of the Property identified herein.

10. **Authority**. Each Party, and the individual executing this Agreement below, covenants to the other that he/she has full authority and authorization to enter into this Agreement.

11. **Attorneys' Fees**. If on account of any breach or default by any Party to this Agreement it becomes necessary for a Party to employ an attorney to enforce or defend any of its rights or remedies under this Agreement, the non-prevailing Party agrees to pay the prevailing Party its reasonable attorneys' fees and court costs, if any, whether or not suit is instituted in connection with the enforcement or defense.

12. **Miscellaneous**. This Agreement may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Agreement shall to any extent be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement, including any Exhibits, shall constitute the entire agreement between the Parties relating to the subject matter of this Agreement.

*[Signatures and Acknowledgements Follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**CW LAND:**

**CW Land Co., LLC**, a Utah limited liability company

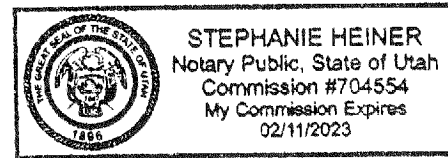
By: [Signature]  
Name: Tom Hill  
Title: AUTHORIZED AGENT

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

The foregoing instrument was acknowledged before me this 30 day of June, 2021, by Tom Hill, as AUTHORIZED AGENT of **CW Land Co., LLC**, a Utah limited liability company.

WITNESS my hand and official seal.

[Signature]  
Notary Public



[Signatures and Acknowledgments Continue on Following Page]

BRUSSEAU:

*Scott R. Brusseau*  
SCOTT R. BRUSSEAU

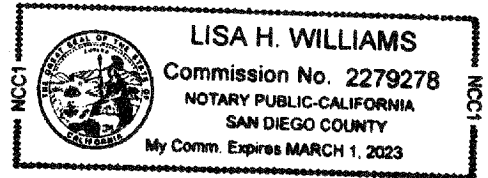
*Lisa Brusseau*  
LISA BRUSSEAU

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

State of California )  
County of San Diego<sup>SS</sup>)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 30<sup>th</sup> day of July, 2021 by Scott Brusseau, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

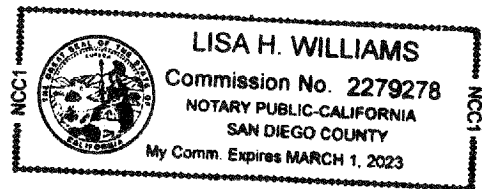
*Lisa H. Williams*  
Notary Public



State of California )  
County of San Diego<sup>SS</sup>)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 30<sup>th</sup> day of July, 2021 by Lisa Brusseau, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

*Lisa H. Williams*  
Notary Public



**Exhibit A**  
**Legal Description of CW Land Property**

That certain real property located in Huntsville Town, Weber County, Utah, more particularly described as follows:

**LOT 2**

PART OF THE SOUTH HALF OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N01°31'28"E 1330.82 FEET AND N88°53'36"E 115.13 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE S02°22'33"E 1088.90 FEET; THENCE S03°52'11"E 177.23 FEET; THENCE S83°54'29"W 613.93 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 299.99 FEET, AN ARC LENGTH OF 142.22 FEET, A DELTA ANGLE OF 27°09'49", A CHORD BEARING OF S35°02'14"W, AND A CHORD LENGTH OF 140.89 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 71.94 FEET, AN ARC LENGTH OF 25.47 FEET, A DELTA ANGLE OF 20°16'57", A CHORD BEARING OF N50°17'21"W, AND A CHORD LENGTH OF 25.33 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE LEFT WITH A RADIUS OF 274.99 FEET, AN ARC LENGTH OF 136.99 FEET, A DELTA ANGLE OF 28°32'38", A CHORD BEARING OF N35°09'52"E, AND A CHORD LENGTH OF 135.58 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 212.50 FEET, AN ARC LENGTH OF 48.49 FEET, A DELTA ANGLE OF 13°04'32", A CHORD BEARING OF N27°25'49"E, AND A CHORD LENGTH OF 48.39 FEET; THENCE N00°00'01"W 1264.64 FEET; THENCE N88°53'35"E 553.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 754,536 SQUARE FEET OR 17.322 ACRES MORE OR LESS.

**LOT 3**

PART OF THE SOUTH HALF OF SECTION 6 AND THE NORTH HALF OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N01°31'28"E 73.28 FEET AND S88°28'32"E 205.73 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE S03°52'11"E 63.11 FEET; THENCE S02°41'58"E 1142.83 FEET; THENCE S37°23'12"W 66.30 FEET; THENCE S43°00'52"W 373.87 FEET; THENCE S06°12'04"W 31.83 FEET; THENCE S42°32'41"W 127.07 FEET; THENCE S75°26'50"W 81.86 FEET; THENCE S74°48'09"W 241.01 FEET; THENCE

S73°04'52"W 330.39 FEET; THENCE S71°47'59"W 73.62 FEET; THENCE N01°39'28"E 152.99 FEET; THENCE N71°02'37"E 121.64 FEET; THENCE N09°16'04"W 457.35 FEET; THENCE N01°02'08"W 308.85 FEET; THENCE S89°23'15"W 419.94 FEET; THENCE N00°50'32"W 83.60 FEET; THENCE N89°09'28"E 258.25 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 353.89 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF N38°27'51"E, AND A CHORD LENGTH OF 309.49 FEET; THENCE N12°13'45"W 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 218.41 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF N19°03'26"E, AND A CHORD LENGTH OF 207.72 FEET; THENCE N50°20'36"E 254.91 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 299.99 FEET, AN ARC LENGTH OF 151.25 FEET, A DELTA ANGLE OF 28°53'17", A CHORD BEARING OF N35°53'58"E, AND A CHORD LENGTH OF 149.65 FEET; THENCE N83°54'29"E 613.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,560,231 SQUARE FEET OR 35.818 ACRES MORE OR LESS.



**Exhibit B**  
**(Legal Description of Brusseau Property)**

That certain real property located in Huntsville Town, Weber County, Utah, more particularly described as follows:

LOT 1

PART OF THE SOUTHWEST QUARTER OF SECTION 6 AND THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N01°31'28"E 468.24 FEET AND N88°28'32"W 415.46 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE S00°00'01"E 421.88 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 212.50 FEET, AN ARC LENGTH OF 48.49 FEET, A DELTA ANGLE OF 13°04'32", A CHORD BEARING OF S27°25'49"W, AND A CHORD LENGTH OF 48.39 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 274.99 FEET, AN ARC LENGTH OF 136.99 FEET, A DELTA ANGLE OF 28°32'38", A CHORD BEARING OF S35°09'52"W, AND A CHORD LENGTH OF 135.58 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 71.94 FEET, AN ARC LENGTH OF 25.47 FEET, A DELTA ANGLE OF 20°16'57", A CHORD BEARING OF S50°17'21"E, AND A CHORD LENGTH OF 25.33 FEET; THENCE ALONG A COMPOUND CURVE TURNING TO THE RIGHT WITH A RADIUS OF 299.99 FEET, AN ARC LENGTH OF 9.03 FEET, A DELTA ANGLE OF 01°43'28", A CHORD BEARING OF S49°28'52"W, AND A CHORD LENGTH OF 9.03 FEET; THENCE S50°20'36"W 254.91 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 218.41 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF S19°03'26"W, AND A CHORD LENGTH OF 207.72 FEET; THENCE S12°13'45"E 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 353.89 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF S38°27'51"W, AND A CHORD LENGTH OF 309.49 FEET; THENCE S89°09'28"W 258.25 FEET; THENCE N00°50'32"W 84.40 FEET; THENCE N89°23'14"E 325.32 FEET; THENCE N00°36'46"W 413.08 FEET; THENCE S89°23'14"W 324.42 FEET; THENCE N00°31'09"W 740.92 FEET; THENCE N89°59'59"E 806.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 646,376 SQUARE FEET OR 14.839 ACRES MORE OR LESS.

**Exhibit C**  
**(Legal Description of Access Easement Area)**

That certain real property located in Huntsville Town, Weber County, Utah, more particularly described as follows:

PORTION OF UTILITY AND FUTURE RIGHT OF WAY EASEMENT ON LOT 1

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:  
 BEGINNING AT A POINT, SAID POINT BEING SOUTH 759.22 FEET AND WEST 1197.72 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE N00°50'32"W 32.50 FEET; THENCE N89°09'28"E 258.25 FEET; THENCE S00°50'32"E 7.50 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 174.99 FEET, AN ARC LENGTH OF 309.65 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF N38°27'51"E, AND A CHORD LENGTH OF 270.81 FEET; THENCE N12°13'45"W 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 224.99 FEET, AN ARC LENGTH OF 245.71 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF N19°03'26"E, AND A CHORD LENGTH OF 233.68 FEET; THENCE N50°20'36"E 34.89 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 40.00 FEET, AN ARC LENGTH OF 37.83 FEET, A DELTA ANGLE OF 54°11'08", A CHORD BEARING OF N23°15'02"E, AND A CHORD LENGTH OF 36.43 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 90.59 FEET, AN ARC LENGTH OF 109.92 FEET, A DELTA ANGLE OF 69°31'10", A CHORD BEARING OF N30°24'10"E, AND A CHORD LENGTH OF 103.30 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 183.29 FEET, AN ARC LENGTH OF 33.52 FEET, A DELTA ANGLE OF 10°28'46", A CHORD BEARING OF N59°55'22"E, AND A CHORD LENGTH OF 33.48 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 71.94 FEET, AN ARC LENGTH OF 106.94 FEET, A DELTA ANGLE OF 85°10'09", A CHORD BEARING OF S82°43'57"E, AND A CHORD LENGTH OF 97.36 FEET; THENCE S50°18'50"W 263.94 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 218.41 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF S19°03'26"W, AND A CHORD LENGTH OF 207.72 FEET; THENCE S12°13'45"E 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 353.89 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF S38°27'51"W, AND A CHORD LENGTH OF 309.49 FEET; THENCE S89°09'28"W 258.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,176 SQUARE FEET OR 0.876 ACRES MORE OR LESS.

PORTION OF UTILITY AND FUTURE RIGHT OF WAY EASEMENT ON LOT 3

PART OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 6 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 759.22 FEET AND WEST 1197.72 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 6 (SAID SOUTH QUARTER CORNER BEING S01°31'28"W 1330.82 FEET FROM A REBAR AND CAP STAMPED "PLS 356548" MARKING THE C-S 1/16TH CORNER OF SAID SECTION 6 AS SHOWN ON THE PARCEL ADJUSTMENT PLAT PREPARED BY BOUNDARY CONSULTANTS PROJECT NUMBER 1726001 DATED JULY 2, 2021, SAID LINE BEING THE BASIS OF BEARINGS); THENCE N89°09'28"E 258.25 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 353.89 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF N38°27'51"E, AND A CHORD LENGTH OF 309.49 FEET; THENCE N12°13'45"W 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 199.99 FEET, AN ARC LENGTH OF 218.41 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF N19°03'26"E, AND A CHORD LENGTH OF 207.72 FEET; THENCE N50°18'50"E 263.94 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 71.94 FEET, AN ARC LENGTH OF 106.98 FEET, A DELTA ANGLE OF 85°12'02", A CHORD BEARING OF S02°27'09"W, AND A CHORD LENGTH OF 97.39 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 393.38 FEET, AN ARC LENGTH OF 58.38 FEET, A DELTA ANGLE OF 08°30'12", A CHORD BEARING OF S40°48'03"W, AND A CHORD LENGTH OF 58.33 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 73.04 FEET, AN ARC LENGTH OF 92.52 FEET, A DELTA ANGLE OF 72°34'15", A CHORD BEARING OF S72°50'05"W, AND A CHORD LENGTH OF 86.45 FEET; THENCE ALONG A REVERSE CURVE TURNING TO THE LEFT WITH A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 50.86 FEET, A DELTA ANGLE OF 58°16'44", A CHORD BEARING OF S79°28'58"W, AND A CHORD LENGTH OF 48.69 FEET; THENCE S50°20'36"W 18.71 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 174.99 FEET, AN ARC LENGTH OF 191.11 FEET, A DELTA ANGLE OF 62°34'21", A CHORD BEARING OF S19°03'26"W, AND A CHORD LENGTH OF 181.75 FEET; THENCE S12°13'45"E 36.30 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 224.99 FEET, AN ARC LENGTH OF 398.13 FEET, A DELTA ANGLE OF 101°23'13", A CHORD BEARING OF S38°27'51"W, AND A CHORD LENGTH OF 348.18 FEET; THENCE S00°50'32"E 7.50 FEET; THENCE S89°09'28"W 258.25 FEET; THENCE N00°50'32"W 32.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 39,714 SQUARE FEET OR 0.912 ACRES MORE OR LESS.

### Exhibit D Site Plan

