

Return to:
King & Spalding LLP
1180 Peachtree Street NE
Atlanta, Georgia 30305
Attn: Samantha LaMacchia

Tax Parcel No.:

53:229:0001 53:229:0006 53:229:0011 53:229:0018
53:229:0002 53:229:0007 53:229:0012 53:229:0019
53:229:0003 53:229:0008 53:229:0013 53:229:0020
53:229:0004 53:229:0009 53:229:0014
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UTILITY EASEMENT FOR SEWER

This UTILITY EASEMENT FOR SEWER (this “**Agreement**”) is granted and conveyed by TIMPANOGOS RESEARCH & TECHNOLOGY PARK OWNERS ASSOCIATION, a Utah non-profit corporation (“**Grantor**”), to TRI POINTE HOMES HOLDINGS, INC., a Delaware corporation, (“**Grantee**”).

RECITALS:

WHEREAS, Grantor is the Association under that certain that certain Declaration of Covenants, Conditions, and Restrictions for Timpanogos Research & Technology Park (a Planned Unit Development) dated as of April 11, 2020 and recorded as Entry No: 29306:2000 in the Official Records of Utah County, Utah (as amended from time to time, the “**Declaration**”) and, pursuant to the Declaration, the Association has full control and authority to manage that certain real property known as “Common Area” under the Declaration and legally described on Exhibit A (the “**Burdened Parcel**”); and

WHEREAS, Grantee is the owner of that certain real property legally described on Exhibit B (the “**Benefitted Parcel**”); and

WHEREAS, Grantor desires to grant to Grantee and its respective tenants, subtenants, licensees, invitees or other permitted users of the Benefitted Parcel a perpetual, exclusive easement for a right of way under, through and across the area legally described on Exhibit C (the “**Access Area**”) located on the Burdened Parcel for the operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of sewer and culinary water line (the “**Utility Lines**”) under, across and through the Access Area on the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Utility Easement

(a) The Utility Easement is hereby granted by Grantor to Grantee together with the right of access from the Burdened Parcel to the Access Area in connection with the purposes for which the Utility Easement has been granted; and together with the present and the future right of Grantee to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's exercise of the Utility Easement.

(b) Grantee shall be responsible, at its sole cost and expense, for all plans, permits and other necessary governmental approvals or requirements required to complete the installation of the Utility Lines (collectively, the "**Work Approvals**") and Grantee shall construct or cause the construction of the Utility Lines to be completed (i) free from all claims, liens, charges and penalties whatsoever in a good and workmanlike manner, and (ii) in accordance with any applicable laws. Grantee shall promptly pay and discharge on or before the due date any claim or obligation for labor or materials furnished at the direction of Grantee which, if not paid or discharged, would result in a lien on the Burdened Parcel. This obligation shall survive the termination of this Agreement

(c) During the term of the Utility Easement, Grantee, its contractors, and their respective representatives shall have the right to access the Access Area upon reasonable advance notice; provided, however, that such activities may not interfere with Grantor's operations of its property, and Grantor shall not permanently disrupt, block or otherwise restrict access to the Access Area or unreasonably interfere with the rights and easements for use which are herein granted to the Grantee and the Benefitted Parcel.

(d) Prior to entering the Access Area and throughout the term of this Agreement, Grantee shall obtain and maintain while on the Access Area, or cause its respective general contractor to obtain and maintain while on the Burdened Property, and Grantee shall furnish applicable insurance certificates to Grantor for, Commercial General Liability insurance providing coverage for injuries to persons as well as damage to property in an amount not less than \$2,000,000.00 in the aggregate and not less than \$1,000,000.00 per occurrence relating to the acts and omissions of the Grantee and the Grantee's employees, contractors and subcontractors relating to the exercise of the rights granted hereunder. Limits of insurance required in this grammatical paragraph are considered a minimum and shall not be interpreted as relieving, reducing, limiting or establishing the liability of the Grantee or any other party operating on its behalf pursuant to this Agreement. Such Commercial General Liability insurance coverage shall be issued by one or more insurance companies licensed to do business in Utah that are rated at least "A-" by A.M. Best's Insurance Reports, and such insurance shall be maintained in full force and effect during the term of this Agreement. All such insurance policies required herein (including, without

limitation, any umbrella insurance policy referenced below) also shall name Grantor and, if requested by Grantor in writing, Grantor's mortgagee(s) of record as additional insureds. Grantee also shall maintain, or shall cause its contractors and subcontractors to maintain, commercial auto liability insurance and such workers' compensation/employer's liability insurance as required by applicable law, in an amount not less than the applicable statutory minimum covering all employees of the Grantee and/or the contractors and subcontractors, as applicable. The coverage limits described above may be satisfied via a primary and an umbrella liability policy.

(e) Grantor shall grant appropriate and proper easements to utility companies and governmental authorities for the installation, operation, maintenance, repair, replacement and relocation of the Utility Lines.

2. Termination of Utility Easement and Public Dedication. Notwithstanding anything to the contrary herein, Grantor and Grantee agree that upon the earlier to occur of: (i) completion of the installation of the Utility Lines and (ii) the date that is three (3) years after the date hereof, the Utility Easement contemplated in this Agreement shall automatically cease and terminate without further action from Grantor, Grantee or any other party; provided, however, in the event that City of Orem or such other public entity or public utility provider (the "Utility Providers") requires a public utility easement over the Access Area in connection with the development of the Benefited Parcel, Grantor or its successors and assigns shall promptly take such action reasonably necessary to dedicate to the City of Orem or such other public entity or public utility provider as the Grantee may request (the "Dedication"), a public utility easement over the Access Area for Utility Lines, on terms reasonably required by the public entity or public utility provider, which public utility easement shall be free and clear of all liens and encumbrances. Notwithstanding the first sentence of this Section 2, the Utility Easement shall not terminate until Grantor has taken all action to effectuate the Dedication if the Dedication is required by the Utility Providers. This obligation to dedicate a public utility easement, if required, runs with the land, is binding on Grantor and its successors and assigns forever, including all future owners of Burdened Property or any part thereof, and inures to the benefit of Grantee and its successors and assigns forever, including all future owners of the Benefitted Property.

3. Indemnification. To the fullest extent permitted by law, Grantee agrees to indemnify and hold harmless Grantor and its successors, assigns, officers, directors, employees and agents from and against any loss, claim, damage, cost or expense suffered, asserted against or incurred by Grantor by any reason of any injury to person or damage to property on or about the Burdened Property caused by Grantee, its successors, assigns, officers, directors, employees, partners, agents or invitees entering upon the Burdened Property, except to the extent such injury to person or damage to property on or about the Burdened Property is caused by the gross negligence or misconduct of the Grantor or its successors, assigns, officers, directors, employees and agents.

4. Binding Effect. This Easement Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, and the Burdened Parcel and Benefitted Parcel shall be subject to the easements, covenants, restrictions and charges

set forth herein, which shall run with each of the Burdened Parcel and the Benefited Parcel and shall be binding upon all parties having or acquiring any right, title or interest in (i) the Burdened Parcel, or any part thereof, by, through or under the Grantor, or (ii) the Benefited Parcels, or any part thereof, by, through or under the Grantee, as the case may be.

5. Miscellaneous.

(a) Governing Law. This Agreement shall, in all respects, be governed, construed, applied, and enforced in accordance with the law of the state in which the Access Area is located.

(b) Severability. In the event that any of the provisions of this Agreement, or portions or applications thereof, are held to be unenforceable or invalid by a court of competent jurisdiction, the Parties shall negotiate an equitable adjustment to the provisions of this Agreement with a view toward effecting to the extent possible the original purpose of this Agreement, and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby.

(d) Amendment. This Agreement may not be modified or amended except by an instrument in writing signed by the Parties.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the Parties in separate counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same agreement. Facsimile or electronically scanned copies shall be deemed originals.


(h) Exhibits. Any reference herein to any exhibit refers to the applicable exhibit that is attached to this Agreement, and all such exhibits shall constitute a part of this Agreement and are expressly made a part hereof.

[Signatures and Acknowledgements Follow]

WHEREAS Grantor and Grantee have executed this Utility Easement as of this _____ day of May, 2025.

GRANTOR

TIMPANOGOS RESEARCH & TECHNOLOGY PARK OWNERS ASSOCIATION

By: 
Name: Stephen Santacroce
Its: President

ACKNOWLEDGMENT

STATE OF _____)
) SS.
COUNTY OF _____)

On _____, 20____, personally appeared before me, a
Notary Public, _____, the
_____ of TIMPANOGOS RESEARCH & TECHNOLOGY
PARK OWNERS ASSOCIATION, personally known or proved to me to be the person whose
name is subscribed to the above instrument who acknowledged to me that he/she executed the
above instrument on behalf of such entity

WITNESS my hand and official Seal.

Notary Public in and for said State

My commission expires: _____

See ATTACHED certificate

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 ORANGEOn 4/23/2025

Date

before me,

THAOMI HO

Here Insert Name and Title of the Officer

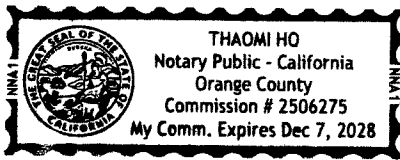
personally appeared STEPHAN SANTACROCE

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: UTILITY EASEMENT FOR SEWER

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: NO OTHER SIGNER**Capacity(ies) Claimed by Signer(s)**Signer's Name: STEPHAN SANTACROCE☒ Corporate Officer – Title(s): PRESIDENT☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual☐ Attorney in Fact☐ Trustee☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

GRANTEE

TRI POINTE HOMES HOLDINGS, INC.,
a Delaware corporation

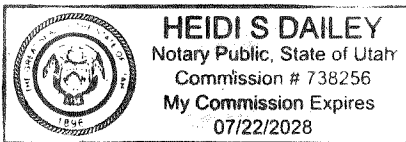
By: [Signature]
Name: BRYON PRINCE
Title: VICE PRESIDENT of LAND ACQUISITION & DEVELOPMENT

ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On April 25th, 2025 personally appeared before me, a
Notary Public, Bryon Prince, the
Vice President of Land of TRI POINTE HOMES HOLDINGS, INC., a
Delaware corporation personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged to me that he/she executed the above
instrument on behalf of such entity.

WITNESS my hand and official Seal.



Heidi S. Dailey
Notary Public in and for said State
My commission expires: 07/22/28

[SEAL]

EXHIBIT A

Legal Description of Burdened Parcel

The following described tract of land situated in Utah County, State of Utah, to wit:

COMMENCING at a point which lies in the North right-of-way line of the Murdock Canal and the West right-of-way line of 800 East Street, said point is also located North 01°00'22" West along the section line 1386.98 feet and West 12.20 feet from the Southeast corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along said Murdock Canal right-of-way line the next 3 calls: North 56°07'30" West 355.33 feet to a point of curvature; thence along a 365.00 foot radius curve to the right 64.82 feet through a central angle of 10°10'28", the chord of which bears North 51°02'15" West 64.73 feet; thence North 45°57'00" West 520.68 feet to the East right-of-way line of Technology Way; thence North 38°00'00" East along said Technology Way right-of-way line 453.21 feet to a point of curvature; thence along a 15.00 foot radius curve to the right 23.56 feet through a central angle of 90°00'00", the chord of which bears North 83°00'00" East 21.21 feet to a point in South right-of-way line of 1600 North Street; thence along the 1600 North Street right-of-way line the next 2 calls: thence South 52°00'00" East 421.22 feet to a point of curvature; thence along a 217.00 foot radius curve to the right 195.24 feet through a central angle of 51°33'00", the chord of which bears South 26°13'30" East 188.72 feet to a point in the West right-of-way line of said 800 East Street; thence South 00°27'00" East along said 800 North right-of-way line 531.89 feet to the point of beginning. Area = 8.529 acres.

COMMENCING at a point in the North right-of-way line of the Murdock Canal and the West right-of-way line of Technology Way, said point is also located North 01°00'22" West along the section line 2022.82 feet and West 756.74 feet from the Southeast corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along said Murdock Canal right-of-way line the next 6 calls: thence North 45°57'00" West 96.54 feet to a point of curvature; thence along an arc of a 385.00 foot radius curve to the left 187.59 feet through a central angle of 27°55'01", the chord of which bears North 59°54'30" West 185.74 feet; thence North 73°52'00" West 312.50 feet to a point of curvature; along an arc of a 65.00 foot radius curve to the right 17.14 feet through a central angle of 15°06'31", the chord of which bears North 66°18'45" West 17.09 feet; thence North 58°45'30" West 897.50 feet to a point of curvature; along an arc of a 235.00 foot radius curve to the left 8.20 feet through a central angle of 01°59'58", the chord of which bears North 59°45'30" West 8.20 feet; thence North 141.92 feet to the South right of way line of 1600 North Street; thence along said 1600 North Street the next 7 calls: thence South 89°37'00" East 489.21 feet to a point of curvature; thence along an arc of a 467.00 foot radius curve to the right 168.04 feet through a central angle of 20°37'00", the chord of which bears South 79°18'30" East 167.13 feet; thence South 69°00'00" East 258.11 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the right 34.82 feet through a central angle of 19°56'54", the chord of which bears South 59°01'33" East 34.64 feet to

a point of curvature; thence along an arc of a 100.00 foot radius curve to the left 34.82 feet through a central angle of $19^{\circ}56'54''$; the chord of which bears South $59^{\circ}01'33''$ East 34.64 feet; thence South $69^{\circ}00'00''$ East 150.00 feet to a point of curvature; thence along an arc of a 455.00 foot radius curve to the right 66.19 feet through a central angle of $08^{\circ}20'04''$, the chord of which bears South $64^{\circ}49'58''$ East 66.13 feet to a point of curvature; thence along an arc of a 15.00 foot radius curve to the right 25.83 feet through a central angle of $98^{\circ}39'56''$, the chord of which bears South $11^{\circ}19'58''$ East 22.76 feet to a point in the West right-of-way line of Technology Way; thence South $38^{\circ}00'00''$ West along said Technology Way right-of-way line 430.88 feet to the point of beginning. Area = 8.563 acres.

COMMENCING at a point in the Northeast right-of-way line of Timpanogos Parkway, said point is also located North $01^{\circ}00'22''$ West along the section line 1149.10 feet and West 760.38 feet from the Southeast corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North $45^{\circ}00'00''$ West along said Timpanogos Parkway right-of-way line 487.51 feet to a point of curvature; thence along a 15.00 foot radius curve to the right 21.73 feet through a central angle of $83^{\circ}00'00''$, the chord of which bears North $03^{\circ}30'00''$ West 19.88 feet to a point in the Southeast right-of-way line of Technology Way; thence North $38^{\circ}00'00''$ East along said Technology Way right-of-way line 506.05 feet to a point in the South right-of-way line of the Murdock Canal; thence along said Murdock Canal right-of-way line the next 3 calls: thence South $45^{\circ}57'00''$ East 510.61 feet to a point of curvature; thence along a 460.00 foot radius curve to the left 81.69 feet through a central angle of $10^{\circ}10'28''$, the chord of which bears South $51^{\circ}02'15''$ East 81.58 feet; thence South $56^{\circ}07'30''$ East 35.35 feet to a point in the Northwest boundary line of Phase 2, Timpanogos Research and Technology Park, Plat "K"; thence along said Phase 2 boundary line the next 6 calls: thence South $35^{\circ}55'15''$ West 42.30 feet; thence South $43^{\circ}07'10''$ West 108.60 feet; thence South $46^{\circ}21'54''$ East 30.13 feet; thence South $46^{\circ}07'48''$ West 160.00 feet; thence South $46^{\circ}04'00''$ West 100.19 feet; thence South $44^{\circ}49'36''$ West 227.89 feet to the point of beginning. Area = 6.962 acres.

COMMENCING at a point in the North right-of-way line of 1200 North Street, said point is also located South $89^{\circ}54'39''$ West along the section line 60.08 feet and North 33.00 feet from the Southeast corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South $89^{\circ}54'39''$ West along the said North right-of-way line of 1200 North Street 267.99 feet to the East boundary line of Phase 3, Timpanogos Research and Technology Park, Plat "K"; thence North $00^{\circ}07'16''$ West along said Phase 3 boundary line 677.09 feet to the South right-of-way line of Timpanogos Parkway; thence along said Timpanogos Parkway right-of-way line the next 4 calls: thence along an arc of a 265.00 foot radius curve to the left 28.97 feet through a central angle of $06^{\circ}15'43''$, the chord of which bears South $86^{\circ}52'06''$ East 28.96 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the right 31.75 feet through a central angle of $18^{\circ}11'35''$, the chord of which bears South $80^{\circ}54'09''$ East 31.62 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the left 31.75 feet through a central angle of $18^{\circ}11'35''$, the chord of which bears South $80^{\circ}54'09''$ East 31.62 feet; thence East 188.69 feet to a point of curvature; thence along a 15.00 foot radius curve to the right 23.53 feet through a central angle of $89^{\circ}52'36''$, the chord of which bears South $45^{\circ}03'38''$ East 21.19

feet to a point on the West right-of-way line of 800 East Street; thence along said 800 East Street right-of-way line the next 4 calls: thence South $00^{\circ}07'16''$ East 366.84 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the right 34.82 feet through a central angle of $19^{\circ}56'52''$; the chord of which bears South $09^{\circ}51'11''$ West 34.64 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the left 34.82 feet through a central angle of $19^{\circ}56'52''$; the chord of which bears South $09^{\circ}51'11''$ West 34.64 feet; thence South $00^{\circ}07'16''$ East 200.00 feet to a point of curvature; thence along an arc of a 15.00 foot radius curve to the right 23.57 feet through a central angle of $90^{\circ}01'56''$; the chord of which bears South $44^{\circ}53'42''$ West 21.22 feet to the point of beginning. Area = 4.450 acres.

COMMENCING at a point in the North right-of-way line of 1200 North Street, said point is also located South $89^{\circ}54'39''$ West along the section line 1179.98 feet and North 33.01 feet from the Southeast corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence along said 1200 North Street right-of-way line 829.32 to the West boundary line of the Timpanogos Research and Technology Park, Plat "K", Phase 1, Parcel 5; thence along said Phase 1 boundary line the next 3 calls: North $00^{\circ}32'02''$ West 759.03 feet; thence East 6.07 feet; thence North $00^{\circ}05'00''$ West 1574.20 feet to the South right-of-way line of the Murdock Canal; thence along said Murdock Canal right-of-way line the next 8 calls; North $74^{\circ}34'30''$ East 183.34 feet to a point of curvature; thence along an arc of a 135.00 foot radius curve to the right 109.96 feet through a central angle of $46^{\circ}40'00''$; the chord of which bears South $82^{\circ}05'30''$ East 106.94 feet; thence North $31^{\circ}14'30''$ East 5.00 feet; thence South $58^{\circ}45'30''$ East 397.50 feet to a point of curvature; thence along an arc of a 160.00 foot radius curve to the left 42.19 feet through a central angle of $15^{\circ}06'31''$; the chord of which bears South $66^{\circ}18'45''$ East 42.07 feet; thence South $73^{\circ}52'00''$ East 312.50 feet to a point of curvature; thence along an arc of a 290.00 foot radius curve to the right 141.30 feet through a central angle of $27^{\circ}55'00''$; the chord of which bears North $59^{\circ}54'30''$ West 139.91 feet; thence South $45^{\circ}57'00''$ East 106.61 feet to a point in the Northwest right-of-way line of Technology Way; thence along said Technology Way right-of-way line South $38^{\circ}00'00''$ West 511.35 feet to a point of curvature; thence along an arc of a 65.00 foot radius curve to the left 94.16 feet through a central angle of $83^{\circ}00'00''$; the chord of which bears South $03^{\circ}30'30''$ East to a point in the Southwest right-of-way line of Timpanogos Parkway; thence South $45^{\circ}00'00''$ East along said Timpanogos Parkway right-of-way line 232.90 feet to a point of curvature; thence along an arc of a 15.00 foot radius curve to the right 23.56 feet through a central angle of $90^{\circ}00'00''$; the chord of which bears South $00^{\circ}00'00''$ East 21.21 feet to a point in the West right-of-way line of Research Way, thence along said Research Way right-of-way line the next 6 calls: South $45^{\circ}00'00''$ West 140.00 feet to a point of curvature; thence along an arc of a 205.00 foot radius arc to the left 161.01 feet through a central angle of $45^{\circ}00'00''$; the chord of which bears South $22^{\circ}30'00''$ West 156.90 feet; thence South 719.83 feet to a point of curvature; thence along the arc of a 100.00 foot radius curve to the right 31.76 feet through a central angle of $18^{\circ}11'42''$; the chord of which bears South $09^{\circ}05'51''$ West 31.62 feet to a point of curvature; thence along the arc of a 100.00 foot radius curve to the left 31.76 feet through a central angle of $18^{\circ}11'42''$; the chord of which bears South $09^{\circ}05'51''$ West 31.62 feet; thence South 200.00 feet to a point of curvature;

thence along an arc of a 15.00 foot radius curve to the right 23.54 feet through a central angle of $89^{\circ}55'12''$, the chord of which bears South $44^{\circ}57'20''$ West 21.20 feet to the point of beginning. Area = 45.865 acres.

SUBJECT TO all liens for current and future taxes, assessments, and charges imposed or levied by governmental or quasi-governmental authorities; all patent reservations and exclusions; all mineral reservations of record and rights incident thereto; all instruments of record which affect the above-described Property or any portion thereof, including, without limitation, any Mortgage (and nothing herein shall be deemed to modify or amend such Mortgage); all visible easements and rights-of-way; all easements and rights-of-way, encroachments, or discrepancies shown on or revealed by the Plat Maps or otherwise existing; an easement for each and every pipe, line, cable, wire, utility line or similar facility which traverses or partially occupies the above described Property at such time as construction of all Project improvements are complete; and all easements necessary for ingress to, egress from, maintenance of, and replacement of all such pipes, lines, cables, wires, utility lines, and similar facilities; and to each of the covenants, easements, conditions, and restrictions contained in this Declaration.

CONTINUED ON THE NEXT PAGE

LESS AND EXCEPTING:

Commencing at a point in the North right-of-way line of 1200 North Street, said point is also located South $89^{\circ}54'39''$ West along the section line 60.08 feet and North 33.00 feet from the Southeast corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South $89^{\circ}54'39''$ West along the said North right of way line of 1200 North Street 267.99 feet to the East boundary' line of Phase 3, Timpanogos Research and Technology Park, Plat "K"; thence North $00^{\circ}07'16''$ West along said Phase 3 boundary line 677.09 feet to the South right of way line of Timpanogos Parkway; thence along said Timpanogos Parkway right-of-way line the next 4 calls; thence along an arc of a 265.00 foot radius curve to the left 28.97 feet through a central angle of $06^{\circ}15'49''$, the chord of which bears South $86^{\circ}52'06''$ East 28.96 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the right 31.75 feet through a central angle of $18^{\circ}11'35''$, the chord of which bears South $80^{\circ}54'09''$ East 31.62 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the left 31.75 feet through a central angle of $18^{\circ}11'35''$, the chord of which bears South $80^{\circ}54'09''$ East 31.62 feet; thence East 188.69 feet to a point of curvature; thence along a 15.00 foot radius curve to the right 23.53 feet through a central angle of $89^{\circ}52'36''$, the chord of which bears South $45^{\circ}03'38''$ East 21.19 feet to a point on the West right-of-way line of 800 East Street; thence along said 800 East Street right-of-way line the next 4 calls; thence South $00^{\circ}07'16''$ East 366.84 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the right 34.82 feet through a central angle of $19^{\circ}56'52''$, the chord of which bears South $09^{\circ}51'11''$ West 34.64 feet to a point of curvature; thence along an arc of a 100.00 foot radius curve to the left 34.82 feet through a central angle of $19^{\circ}56'52''$, the chord of which bears South $09^{\circ}51'11''$ West 34.64 feet; thence South $00^{\circ}07'16''$ East 200.00 feet to a point of curvature; thence along an arc of a 15.00 foot radius curve to the right 23.57 feet through a central angle of $90^{\circ}01'56''$, the chord of which bears South $44^{\circ}53'42''$ West 21.22 feet to the point of beginning.

Being the as-surveyed description of Lot "W", as contained within Phase 1, Timpanogos Research and Technology Park (a Planned Unit Development), and the former Common Area surrounding said Lot "W" designated as Parcel 4 of Phase 1 within said development according to the official plat thereof, as recorded in the office of the Utah County Recorder, State of Utah.

AND LESS AND EXCEPTING:

All of Lots Q, K and a part of Parcel 5, TIMPANOGOS RESEARCH & TECHNOLOGY PARK according to the official plat recorded as Entry 29305:2000 on April 13, 2000 by the Utah County Recorder's Office, also being located in the Southeast Quarter of Section 2, Township 6 South, Range 2 East, Salt Lake Base & Meridian, located in Orem City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located on the northerly Right-of-way of 1200 North Street, said point also being located S $89^{\circ}55'16''$ W 1179.93 feet along the Section line and N $0^{\circ}04'44''$ W 32.80 feet from the calculated position of Southeast Quarter of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said monument being calculated using the intersection of four found Mag Nail Straddles; thence running along the subdivision boundary line of said TIMPANOGOS RESEARCH & TECHNOLOGY PARK the following four (4) courses: (1) S $89^{\circ}54'39''$ W 829.32

feet; thence (2) N00°32'02"W 759.03 feet; thence (3) East 6.07 feet; thence (4) N00°05'00"W 522.38 feet; thence East 507.28 feet; thence S00°28'41"E 22.75 feet; thence S65°45'39"E 406.80 feet to a point located on the easterly subdivision line of said TIMPANOGOS RESEARCH & TECHNOLOGY PARK; thence along said subdivision the following six (6) courses: (1) Southerly along the arc of a non-tangent curve to the left having a radius of 205.00 feet (radius bears: S63°00'17"E) a distance of 96.59 feet through a central angle of 26°59'43" Chord: S13°29'51"W 95.70 feet; thence (2) South 719.83 feet; thence (3) Southerly along the arc of a curve to the right having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11'42" Chord: S09°05'51"W 31.62 feet to a point of reverse curvature; thence (4) along the arc of a curve to the left having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11'42" Chord: S09°05'51"W 31.62 feet; thence (5) South 200.00 feet; thence (6) Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°59'55"W) a distance of 23.55 feet through a central angle of 89°58'04" Chord: S44°58'57"W 21.21 feet to the point of beginning.

Being the as-surveyed descriptions of Lots "K" and "Q", as contained within Phase 1, Timpanogos Research and Technology Park (a Planned Unit Development), and the former Common Area surrounding said Lot "K" and "Q" designated as Parcel 5 of Phase 1 within said development according to the official plat thereof, as recorded in the office of the Utah County Recorder, State of Utah.

EXHIBIT B

Legal Description of Benefitted Parcel

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF OREM, IN THE COUNTY OF UTAH, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

Lot K, Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

PARCEL 2:

Lot Q, Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records

PARCEL 3:

Beginning at a point located on the northerly Right-of-way of 1200 North Street, said point also being located S89°55'24"W 1180.11 feet along the Section line and N0°04'36"W 32.86 feet from the calculated position of Southeast Quarter of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian, said monument being calculated using the intersection of four found Mag Nail Straddles; thence running along the subdivision boundary line of said TIMPANOGOS RESEARCH & TECHNOLOGY PARK the following four (4) courses: (1) S89°54'39"W 829.32 feet; thence (2) N00°32'02"W 759.03 feet; thence (3) East 6.07 feet; thence (4) N00°05'00"W 449.80 feet; thence N89°54'16"E 519.73 feet to an existing brick wall; thence along said existing brick wall the following three (3) courses: (1) S00°32'18"E 20.97 feet; thence (2) S63°37'12"E 33.30 feet; thence (3) N25°51'44"E 59.88 feet; thence S65°45'39"E 134.44 feet; thence S63°55'59"E 197.12 feet to a point located on the easterly subdivision line of said TIMPANOGOS RESEARCH & TECHNOLOGY PARK; thence along said subdivision the following six (6) courses: (1) thence Southerly along the arc of a non-tangent curve to the left having a radius of 205.00 feet (radius bears: S64°45'47"E) a distance of 90.30 feet through a central angle of 25°14'13" Chord: S12°37'06"W 89.57 feet; thence (2) South 719.83 feet; thence (3) Southerly along the arc of a curve to the right having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11'42" Chord: S09°05'51"W 31.62 feet to a point of reverse curvature; thence (4) along the arc of a curve to the left having a radius of 100.00 feet a distance of 31.76 feet through a central angle of 18°11'42" Chord: S09°05'51"W 31.62 feet; thence (5) South 200.00 feet; thence (6) Southwesterly along the arc of a non-tangent curve to the right having a radius of 15.00 feet (radius bears: S89°59'55"W) a distance of 23.55 feet through a central angle of 89°58'04" Chord: S44°58'57"W 21.21 feet to the point of beginning.

Such parcel being previously identified as a portion of the Common Area within Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

LESS AND EXCLUDING therefrom, Lots K and Q, Timpanogos Research & Technology Park (A Planned Unit Development), Phase 1, as the same is identified on the plat thereof, being recorded on April 13, 2000 as Entry No. 29305:2000 and Map No. 8505-98 of Official Records.

EXHIBIT C

Legal Description of Access Area

[See attached]



**LEGAL DESCRIPTION
PREPARED FOR
OREM CANYON PARK
OREM, UTAH
4/17/2025
21-0074
MLW (updated ARS)**

Sewer and Water Reconstruction Easement – Orem Canyon Park

A part of the Southeast Quarter of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian, located in Orem City, Utah County, Utah, being more particularly described as follows:

Beginning at a point located S89°55'16"W 1130.58 feet along the Section line and N0°004'44"W 1124.08 feet from the Southeast Corner of Section 2, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence N51°57'56"W 70.29 feet; thence N61°44'10"W 98.06 feet; thence N28°08'46"E 30.00 feet; thence S61°44'10"E 149.64 feet; thence S49°27'43"E 21.04 feet to the easterly subdivision line of TIMPANOGOS RESEARCH & TECHNOLOGY PARK according to the official plat recorded as Entry 29305:2000 on April 13, 2000 by the Utah County Recorder's Office; thence Southwesterly along said subdivision line along the arc of a non-tangent curve to the left having a radius of 205.00 feet (radius bears: S52°10'23"E) a distance of 37.61 feet through a central angle of 10°30'45" Chord: S32°34'14"W 37.56 feet to the point of beginning.

Contains: 5,432 square feet±

EAST QUARTER CORNER
SECTION 2, T6S, R2E, SLB&M



PARCEL 5
TIMPANOGOS RESEARCH &
TECHNOLOGY PARK
ENTRY #29305:2000

(N28°08'46"E
30.00')

(S61°44'10"E
149.64')

5,432 SQ. FEET
(N61°44'10"W
98.06')

(N51°57'56"W
70.29')

(S49°27'43"E
21.04')

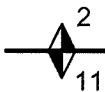
(R=205.00'
Δ=10°30'45"
L=37.61'
CH=S32°34'14"W 37.56')

POINT OF
BEGINNING

N0°00'44"W 1124.08' (TIE)

ALONG SECTION LINE
1130.58' (TIE)

BASIS OF BEARING: S1°00'08"E 2640.34'



MEASURED: N89°55'16"E 2669.24'
(RECORD: N89°54'36"E 2669.19')

SOUTH QUARTER CORNER
SECTION 2, T6S, R2E, SLB&M



SOUTHEAST CORNER
SECTION 2, T6S, R2E, SLB&M