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RASHELLE HOBBS
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 34 P.

After Recording Mail to:

Kirton McConkie
Attn.: Loyal Hulme
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

TPNs: 26-33-100-001, 26-33-301-002, 26-33-301-003,
26-33-326-002, 26-33-426-004, 26-34-100-001,
26-34-100-002, 26-34-226-001, 26-34-251-003,
26-34-251-006, 26-34-301-002, 26-34-276-015

BOUNDARY LINE ACKNOWLEDGEMENT

THIS BOUNDARY LINE ACKNOWLEDGEMENT (this “Acknowledgement”) is entered into as of this 21st day of February, 2020 (“Effective Date”), by and between **DANSIE LAND, LLC**, a Utah limited liability company, **RICHARD P. DANSIE**, successor trustee of the Irrevocable Living Trust dated March 20, 1982 also known as the Jesse H. Dansie Trust (consisting of two trusts: The Home Trust (87-610190) and the Ranch Trust (87-6190191)), as disclosed by a Declaration of Trust recorded March 15, 1990, in the official records of Salt Lake County, Utah as Entry No. 4893091 in Book 6205 at page 696 (the “Trust”), **RICHARD P. DANSIE**, as special trustee of the Jesse Rodney Dansie Living Trust dated September 29, 2009, and **RICHARD P. DANSIE** and **DIXIE M. DANSIE**, a husband and wife (collectively, including, without limitation, the Trust, the “Dansie Family”), **IVORY LAND CORPORATION**, a Utah corporation (aka Ivory Land Corp.) (“Ivory”), **BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT**, a body corporate and politic of the State of Utah (“JSD” and, to the extent of its ownership of the JSD Hidden Oaks Property, together with the Dansie Family and Ivory, the “Hidden Oaks Owners”), and **OLYMPIA RANCH, LLC**, a Utah limited liability company (“Olympia”), and **THE LAST HOLDOUT, L.L.C.**, a Utah limited liability company (“Last Holdout” and, together with Olympia and, to the extent of its ownership of the JSD Last Holdout Property, the “Last Holdout Owner”). The Hidden Oaks Owners and the Last Holdout Owners are sometimes referred to herein as a “Party,” and collectively as the “Parties.”

RECITALS

A. The Dansie Family owns that certain parcel of real property located in Salt Lake County, Utah, known as Tax Parcel Nos. 26-33-326-002, 26-33-426-004, and 26-34-301-002 (the “Dansie Property”), Ivory owns that certain parcel of real property located in Salt Lake County, Utah, known as Tax Parcel No. 26-34-251-006 (the “Ivory Property”), and JSD owns that certain parcel of real property located in Salt Lake County, Utah, known as Tax Parcel No. 26-34-251-003 (the “JSD Hidden Oaks Property” and, together with the Dansie Property and the Ivory Property, the “Hidden Oaks Property”), all such Hidden Oaks Property being more particularly described collectively on Exhibit A, attached hereto and incorporated herein by this reference.

B. Olympia owns that certain parcel of real property located in Salt Lake County, Utah, known as Tax Parcel No. 26-33-301-003 (the “Olympia Property”), JSD owns that

certain parcel of real property located in Salt Lake County, Utah, known as Tax Parcel No. 26-34-276-015 (the “**JSD Last Holdout Property**”), and Last Holdout owns those certain parcels of real property located in Salt Lake County, Utah, known as Tax Parcel Nos. 26-33-100-001, 26-33-301-002, 26-34-100-001, 26-34-100-002, and 26-34-226-001 (the “**LH Property**” and, together with the Olympia Property and the JSD Last Holdout Property, the “**Last Holdout Property**”), all such Last Holdout Property being more particularly described collectively on Exhibit B, attached hereto and incorporated herein by this reference.

C. The Hidden Oaks Property and the Last Holdout Property are sometimes referred to herein collectively as the “**Properties.**”

D. The Last Holdout Property abuts the west, north, and east of the Hidden Oaks Property, and the Last Holdout Property shares a fence separating it from the foregoing boundaries of the Hidden Oaks Property (“**Current Fence**”). Notwithstanding the location of the Current Fence, the Current Fence is not located on the legal, recorded boundary line between the Hidden Oaks Property and the Last Holdout Property, and encroaches on certain portions of the respective Properties.

E. The Parties desire to memorialize that the common, legal, and agreed boundary line between the Hidden Oaks Property and the Last Holdout Property are the recorded boundary lines between the Properties and not the location of the Current Fence.

TERMS AND CONDITIONS

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

1. Recitals. The recitals set forth above are true, correct and complete in all material respects, and the Parties hereto incorporate the above Recitals herein by this reference.

2. Legal Boundary Line. The Hidden Oaks Owner and Last Holdout Owner agree that the boundary line between the Hidden Oaks Property and the Last Holdout Property is and shall remain, regardless of the location of the Current Fence, the common recorded boundary line between the Hidden Oaks Property and the Last Holdout Property, as more fully set forth on Sheets 1, 4, 5, and 6 of that certain ALTA/NSPS Land Title Survey dated October 1, 2018 as Job No. 17-299, certified by Spencer W. Lewelyn, attached hereto and incorporated herein by this reference as Exhibit C (“**Survey**”). The Hidden Oaks Owner and Last Holdout Owner acknowledge and agree that the Current Fence **DOES NOT** represent the boundary between the Hidden Oaks Property and the Last Holdout Property. Any use, prior, current or future, of the Hidden Oaks Property or the Last Holdout Property by the other shall be considered permissive, and the Hidden Oaks Owner and Last Holdout Owner waive, release, relinquish, abandon and extinguish any respective right, title and interest in and to any existing or claim to a prescriptive easement, boundary line by acquiescence or similar right or claim as of the Effective Date.

3. Future Location of the Fence. In the future, the Hidden Oaks Owner may, in its

sole and absolute discretion at any time with or without notice to the other Party, remove the Current Fence from its current location and construct a new fence on the record common boundary lines between the Hidden Oaks Property and the Last Holdout Property acknowledged by the Parties above and as set forth on the Survey (the “**New Fence**”), and shall coordinate with Last Holdout Owner to ensure livestock that may be utilizing either of the properties are properly contained (which may include the installation of a temporary fence or the phased removal and installation of the New Fence, as appropriate). The Hidden Oaks Owner shall ensure that the New Fence will be constructed of the same or better make and quality as the Current Fence. Last Holdout Owner hereby issues to the Hidden Oaks Owner a temporary license to enter upon the respective portions of the Last Holdout Property for the purposes outlined herein.

4. Quit Claim Deeds and Easements. Concurrent with the execution and delivery of this Agreement:

- a. Olympia shall deliver to the Trust a fully executed and notarized quit claim deed for the real property identified on Exhibit D attached hereto and made a part hereof, such quit claim deed to be in the form of Exhibit E attached hereto and made a part hereof; and
- b. Last Holdout shall deliver to the Dansie Family a fully executed and notarized temporary construction easement, such easement to be in the form of Exhibit F attached hereto and made a part hereof.

The grantees under the above described deeds and easements are hereby authorized to record such deeds and easements immediately upon receipt.

5. Restrictions on Road Locations and Contributions. The Trust acknowledges and agrees, for itself and on behalf of its future successors and assigns (the “**Trust Parties**”), that it shall use commercially reasonable efforts not to cause or permit any party to construct any road adjacent the portion of the western boundary line of parcel 26-33-326-002-0000 that extends north of Herriman Highway nor within the area extending fifty feet to the east of such portion of said boundary line. Furthermore, the Trust acknowledges and agrees, for itself and on behalf of the Trust Parties, for the benefit of Olympia and its affiliates and their respective successors and/or assigns (collectively, the “**Olympia Parties**”), that the Trust Parties shall have no right to request or demand from the Olympia Parties, and the Olympia Parties shall have no obligation to pay, any contribution for any road constructed on parcel 26-33-326-002-0000 or any portion of parcel 26-33-326-002-0000 that is west of 7300 West.

6. Miscellaneous. This Acknowledgement contains the entire agreement between the Parties with respect to the matters set forth herein. This Acknowledgement may be modified or amended only upon the unanimous written agreement of the Parties, their successors and assigns. This Acknowledgement shall run with the land. Each of the agreements and rights contained in this Acknowledgement shall inure to the benefit of and be binding upon the Parties and their respective successors, successors-in-title, heirs and assigns as to their respective parcel. This Acknowledgement may be executed in counterparts, and when all indicated signatories have executed this Acknowledgement, whether or not on the same counterpart, this

Acknowledgement shall be as fully binding as if all Parties had executed one form of this Acknowledgement. This Acknowledgement shall be recorded in the real property records of Salt Lake County, Utah.

[signatures and acknowledgements to follow]

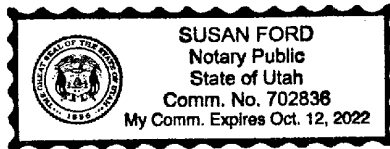
Richard P. Dansie

RICHARD P. DANSIE, successor trustee of the Irrevocable Living Trust dated March 20, 1982 also known as the Jesse H. Dansie Trust (consisting of two trusts: The Home Trust (87-610190) and the Ranch Trust (87-6190191)), as disclosed by a Declaration of Trust recorded March 15, 1990, in the official records of Salt Lake County, Utah as Entry No. 4893091 in Book 6205 at page 696

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 25th day of February, 2020, personally appeared before me Richard P. Dansie, successor trustee of the Irrevocable Living Trust dated March 20, 1982 also known as the Jesse H. Dansie Trust (consisting of two trusts: The Home Trust (87-610190) and the Ranch Trust (87-6190191)), as disclosed by a Declaration of Trust recorded March 15, 1990, in the official records of Salt Lake County, Utah as Entry No. 4893091 in Book 6205 at page 696, who being by me duly sworn, did say that he executed the foregoing as such successor trustee.

WITNESS my hand and official seal.



Susan Ford

Notary Public

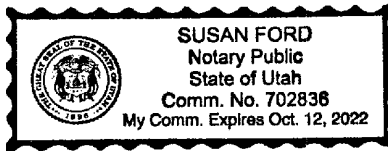
[signatures and acknowledgments follow]

Richard P. Dansie
RICHARD P. DANSIE, special trustee of the Jesse
Rodney Dansie Living Trust dated September 29, 2009

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 25th day of February, 2020, personally appeared before me Richard P. Dansie, special trustee of the Jesse Rodney Dansie Living Trust dated September 29, 2009, who being by me duly sworn, did say that he executed the foregoing as such special trustee.

WITNESS my hand and official seal.



Susan Ford
Notary Public

[signatures and acknowledgments follow]

Richard P. Dansie
RICHARD P. DANSIE, a husband

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 25th day of February, 2020, personally appeared before me Richard P. Dansie, who being by me duly sworn, did say that he executed the foregoing.

WITNESS my hand and official seal.

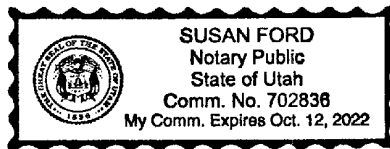
Susan Ford
Notary Public

Dixie M. Dansie
DIXIE M. DANSIE, a wife

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 25th day of February, 2020, personally appeared before me Dixie M. Dansie, who being by me duly sworn, did say that she executed the foregoing.

WITNESS my hand and official seal.



Susan Ford
Notary Public

[signatures and acknowledgments follow]

THE LAST HOLDOUT, L.L.C.,
a Utah limited liability company

By: Emily B Markham

Name: Emily Markham

Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)



On the 27th day of February, 2020, personally appeared before me Emily Markham, the Manager of The Last Holdout, L.L.C., who being by me duly sworn, did say that he executed the foregoing on behalf of said company.

WITNESS my hand and official seal.

J
Notary Public

[end of signatures and acknowledgments]

EXHIBIT A

(Legal Description of the Hidden Oaks Property)

Parcel 1 (according to Survey)

That certain real property located in Salt Lake County, Utah, as more particularly described as follows:

A portion of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at the South ¼ Corner of Section 34, T3S, R2W, SLB&M; thence N89°53'28"W along the Section line 1,208.30 feet; thence N0°14'55"W 892.87 feet to the centerline of Herriman Highway; thence S75°27'00"W along the centerline of Herriman Highway 182.37 feet; thence N0°14'55"W 309.22 feet; thence N81°06'30"W 427.96 feet; thence S85°32'20"W 546.60 feet; thence West 302.43 feet (record: West 301.35 feet) to the Section line; thence N0°18'05"W along the Section line 1,470.76 feet to the East ¼ Corner of Section 33; thence S89°51'42"E along the 1/4 Section line 1,329.78 feet to the West 1/16th Corner of Section 34; thence N0°14'07"W along the 1/16th (40 acre) line 1,326.55 feet to the Center 1/16th Corner of the NW1/4 of Section 34; thence S89°49'23"E along the 1/16th (40 acre) line 2,661.98 feet to the Center 1/16th Corner of the NE1/4 of Section 34; thence S0°07'34"E along the 1/16th (40 acre) line 1,342.76 feet to the Northerly line of Plat "B", WESTERN CREEK Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence S79°59'39"W along said plat 6.09 feet; thence S0°12'42"E along said plat 779.78 feet; thence N89°59'57"W 132.48 feet; thence South 187.10 feet; thence N71°29'13"E 140.30 feet to the west line of said plat; thence South along said plat 37.63 feet; thence N71°07'20"E 4.93 feet to the 1/16th (40 acre) line; thence S0°07'34"E along the 1/16th (40 acre) line 82.51 feet; thence N89°55'05"W 165.00 feet; thence S0°07'34"E 264.36 feet to the north line of CHRISTOFFERSEN ESTATES Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence N89°51'03"W along said plat and the extension thereof 1,163.36 feet to the 1/4 Section line; thence S0°10'55"E along the 1/4 Section line 1,322.27 feet to the point of beginning.

LESS AND EXCEPT a portion of the SE1/4 of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows: Beginning at the Southwest Corner of COLTON SUBDIVISION, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, located N00°10'55"W along the ¼ Section line 1,474.42 feet and East 635.19 feet from the South 1/4 Corner of Section 34, T3S, R2W, SLB&M; thence North along said plat 751.85 feet; thence N65°37'45"E along said plat 609.50 feet; thence South along said plat 358.00 feet; thence S71°29'00"W along said plat 300.00 feet to the east line of that Real Property described in Deed Book 8700 Page 1265 of the Official Records of Salt Lake County; thence South along said deed 459.41 feet; thence S71°28'59"W along said deed and along that Real Property described in Deed 10446 Page 2329 of the Official Records of Salt Lake County, and along the Southerly line of said COLTON SUBDIVISION 285.50 feet to the to the point of beginning.

ALSO LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways.

ALSO LESS AND EXCEPT ALL THAT PORTION KNOWN AS THE RANCH HOUSE, AS CONVEYED AND SEPARATED OUT BY SPECIAL WARRANTY DEED RECORDED MAY 19, 2017 AS ENTRY NO. 12538752 IN BOOK 10559 AT PAGE 3345 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: (LEGAL DESCRIPTION OF RANCH HOME) BEGINNING AT A POINT WHICH IS AT THE INTERSECTION OF TWO FENCES SAID POINT

ALSO BEING NORTH 00°18'05" WEST 1294.20 FEET AND EAST 2322.98 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THE FOLLOWING THREE (3) COURSES ALONG SAID FENCE LINES: 1) NORTH 64°16'46" EAST 112.88 FEET, 2) NORTH 62°26'47" EAST 74.89 FEET, 3) SOUTH 01°22'45" WEST 180.99 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 13800 (MORE CORRECTLY DESIGNATED AS 13100) SOUTH STREET; THENCE RUNNING THE FOLLOWING TWO (2) COURSES ALONG SAID RIGHTOFWAY; 1) SOUTH 71°29'00" WEST 45.50 FEET, 2) SOUTH 75°27'00" WEST 48.50 FEET TO A FENCE LINE; THENCE RUNNING THE FOLLOWING SIX (6) COURSES ALONG SAID FENCES; 1) NORTH 24°40'50" WEST 72.57 FEET, 2) SOUTH 83°08'14" WEST 15.21 FEET, 3) NORTH 85°58'56" WEST 25.68 FEET, 4) SOUTH 64°33'30" WEST 19.56 FEET; 5) NORTH 21°24'16" WEST 31.64 FEET, 6) NORTH 35°43'07" EAST 45.51 FEET TO THE POINT OF BEGINNING.

(Note: known as Tax Parcel No. 26-34-300-009-0000, also known by the street address of: 7198 West Herriman Highway, Herriman, UT 84096)

Parcel 6 (according to Survey)

The NE1/4 of the SE1/4 of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

(Note: Known as Tax Parcel No. 26-33-426-001-0000, also known by the street address of 7198 West Herriman Highway, Herriman, UT 84096)

Parcel 7 (according to Survey)

A portion of the SW1/4 & SE1/4 of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at the Southeast Corner of the NW1/4 of the SE1/4 of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, located N89°55'09"W along the Section line 1,325.52 feet and N00°24'51"W along the 1/16th (40 acre) line 1,323.82 feet from the Southeast Corner of said Section 33; thence N89°55'34"W along the 1/16th (40 acre) line 1,689.34 feet; thence N66°49'19"W 69.67 feet; thence N61°07'19"W 35.43 feet; thence N56°07'19"W 191.38 feet; thence N50°37'19"W 304.26 feet; thence N57°58'19"W 169.04 feet; thence N77°23'19"W 217.14 feet; thence N81°55'19"W 129.39 feet to the 1/16th (40 acre) line; thence N00°38'23"W along the 1/16th (40 acre) line 825.29 feet to the 1/4 Section line; thence S89°55'59"E along the 1/4 Section line 2,661.45 feet; thence S00°24'51"E along the 1/16th (40 acre) line 1,323.82 feet to the point of beginning.

AND ALSO A portion of the SW1/4 of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows: Beginning at a point located N89°55'09"W along the Section line 1,325.52 feet, N00°24'51"W along the 1/16th (40 acre) line 1,323.82 feet and N89°55'34"W along the 1/16th (40 acre) line 2,506.23 feet from the Southeast Corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence N89°55'34"W along the 1/16th (40 acre) line 150.01 feet; thence N00°38'23"W along the 1/16th (40 acre) line 74.99 feet; thence S89°55'36"E 150.15 feet; thence S00°32'03"E 74.99 feet to the point of beginning.

LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways.

SAID PARCEL 7 ALSO DESCRIBED OF RECORD AS FOLLOWS:

NORTHWEST 1/4 OF SOUTHEAST 1/4 AND NORTHEAST 1/4 OF SOUTHWEST ¼ OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN; LESS AND EXCEPT THEREFROM: BEGINNING NORTH 0°43'35" WEST 1323.44 FEET AND SOUTH 89°53'17" EAST 1330.65 FEET AND NORTH 0°29'44" WEST 75 FEET FROM THE SOUTHWEST CORNER OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN; NORTH 0°29'44" WEST 423.13 FEET; SOUTH 81°53' EAST 128.46 FEET; SOUTH 77°21' EAST 217.14 FEET; SOUTH 57°56' EAST 169.04 FEET; SOUTH 50°35' EAST 304.26 FEET; SOUTH 56°05' EAST 191.38 FEET; SOUTH 61°05' EAST 35.43 FEET; SOUTH 66°47' EAST 69.67 FEET; NORTH 89°53'17" WEST 816.89 FEET; NORTH 0°29'44" WEST 75 FEET; NORTH 89°53'17" WEST 150.01 FEET TO BEGINNING.

LESS AND EXCEPT any portion of Herriman Highway (Highway U-111) and any public roadways.

(Note: known as Tax Parcel No. 26-33-326-002-0000, also known by the street address of: 7590 West U-111 Highway, Herriman, UT 84096)

EXHIBIT B

(Legal Description of the Last Holdout Property)

Olympia Parcel without Olympia Jordan School District

A parcel of land, situate in parts of Sections 27, 32, 33, 34 and 35, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:
Beginning at the Northeast Corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°41'26" East 1,324.02 feet along the section line to the Northwest Corner of the Southwest Quarter of the Southwest Quarter of Section 27, Township 3 South, Range 2 West, Salt Lake Base and Meridian;
thence South 89°30'42" East 2,657.98 feet along the 1/16 section line to the Northeast Corner of the Southeast Quarter of the Southeast Quarter of said Section 27;
thence South 00°28'09" West 1,324.47 feet along the quarter section line to the South Quarter Corner of said Section 27;
thence South 89°30'06" East 2,664.00 feet along the section line to the Southeast Corner of said Section 27;
thence South 89°48'53" East 641.53 feet along the section line;
thence South 00°30'22" East 1,043.85 feet;
thence South 89°21'31" West 820.60 feet;
thence Southeasterly 484.77 feet along the arc of a 960.00 foot radius curve to the right (center bears South 67°06'42" West and the chord bears South 08°25'19" East 479.63 feet with a central angle of 28°55'57");
thence South 06°02'39" West 47.82 feet;
thence West 1,231.28 feet to a 1/16 section line being the west line of the Southeast Quarter of the Northwest Quarter of said Section 34;
thence North 00°10'31" East 263.60 feet along said 1/16 section line to the Southeast Corner of the Northwest Quarter of the Northeast Quarter of said Section 34;
thence North 89°31'41" West 2,661.50 feet along a 1/16 section line to the Southwest Corner of the Northeast Quarter of the Northwest Quarter of said Section 34;
thence South 00°02'54" West 1,325.66 feet along the 1/16 section line to the quarter section line of said Section 34;
thence North 89°35'51" West 1,329.44 feet along said quarter section line to the East Quarter Corner of said Section 33;
thence North 89°38'37" West 3,990.98 feet along the quarter section line to the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 33;
thence South 00°20'42" East 1,323.10 feet along a 1/16 section line to the Southeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 33;
thence North 89°38'31" West 1,327.74 feet along a 1/16 section line to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of said Section 32;
thence North 89°29'26" West 2,641.53 feet along a 1/16 section line to the Southwest Corner of the Northwest Quarter of the Southeast Quarter of said Section 32;

thence North 00°09'01" East 149.81 feet along said 1/16 section line to the southwest corner of the Questar Gas Parcel known as 26-32-400-003;
thence along the boundary of said parcel 26-32-400-003 the following four (4) courses:
(1) North 86°15'53" East 292.00 feet;
(2) South 88°11'07" East 207.61 feet;
(3) North 00°09'01" East 185.12 feet;
(4) South 86°15'53" West 500.00 feet to said 1/16 section line;
thence North 00°09'01" East 405.38 feet along said 1/16 section line to the Northeasterly Right-of-Way Line of State Route-111 (SR-111), also known as Bacchus Highway;
thence along said the Northeasterly Right-of-Way Line the following seven (7) courses:
(1) Northwesterly 246.50 feet along the arc of a 268.31 foot radius curve to the right (center bears North 05°49'12" East and the chord bears North 57°51'41" West 237.92 feet with a central angle of 52°38'15");
(2) North 31°32'34" West 437.23 feet;
(3) Northwesterly 288.95 feet along the arc of a 331.97 foot radius curve to the right (center bears North 58°27'27" East and the chord bears North 06°36'27" West 279.91 feet with a central angle of 49°52'13");
(4) North 18°19'39" East 201.90 feet;
(5) Northeasterly 470.16 feet along the arc of a 1,482.39 foot radius curve to the left (center bears North 71°40'21" West and the chord bears North 09°14'30" East 468.19 feet with a central angle of 18°10'19");
(6) North 89°50'40" West 17.00 feet;
(7) North 00°09'20" East 792.30 feet;
thence North 71°13'51" East 3,153.48 feet to the Northwest Corner of said Section 33;
thence South 89°35'41" East 5,303.20 feet along the north line of said Section 33 to the point of beginning.

Contains 39,172,856 Square Feet or 899.285 Acres

Less and Excepting any portion within Utah State Highway 111, said parcel being more particularly described as follows:

Beginning at a point on the quarter section line, said point being North 00°09'01" East 1,956.63 feet from the South Quarter Corner of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 00°09'01" East 80.29 feet;
thence Northeasterly 68.69 feet along the arc of a 273.31 foot radius curve to the left (center bears North 05°42'57" East and the chord bears North 88°30'56" East 68.51 feet with a central angle of 14°24'03");
thence North 81°18'54" East 941.63 feet;
thence Southeasterly 405.74 feet along the arc of a 790.00 foot radius curve to the right (center bears South 08°41'06" East and the chord bears South 83°58'18" East 401.29 feet with a central angle of 29°25'36");
thence South 69°15'30" East 849.64 feet;

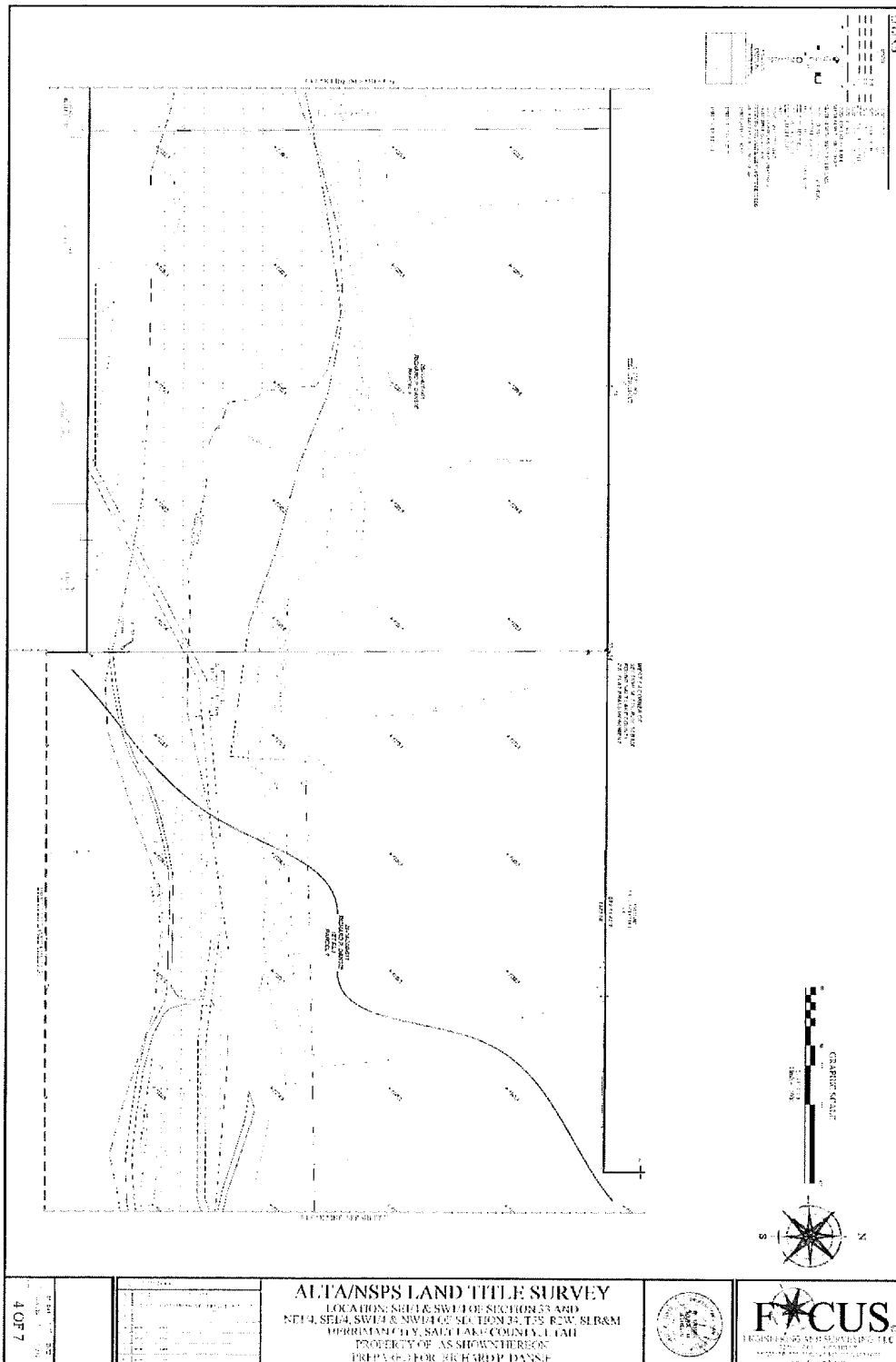
thence Southeasterly 791.13 feet along the arc of a 1,560.00 foot radius curve to the left (center bears North 20°44'30" East and the chord bears South 83°47'12" East 782.68 feet with a central angle of 29°03'25");
thence North 81°41'05" East 568.85 feet;
thence Northeasterly 430.96 feet along the arc of a 2,040.00 foot radius curve to the right (center bears South 08°18'55" East and the chord bears North 87°44'12" East 430.16 feet with a central angle of 12°06'14");
thence South 00°20'57" East 80.22 feet;
thence Southwesterly 419.85 feet along the arc of a 1,960.00 foot radius curve to the left (center bears South 03°57'29" West and the chord bears South 87°49'17" West 419.04 feet with a central angle of 12°16'23");
thence South 81°41'05" West 568.85 feet;
thence Northwesterly 831.71 feet along the arc of a 1,640.00 foot radius curve to the right (center bears North 08°18'55" West and the chord bears North 83°47'12" West 822.82 feet with a central angle of 29°03'25");
thence North 69°15'30" West 849.64 feet;
thence Northwesterly 364.65 feet along the arc of a 710.00 foot radius curve to the left (center bears South 20°44'30" West and the chord bears North 83°58'18" West 360.66 feet with a central angle of 29°25'36");
thence South 81°18'54" West 941.63 feet;
thence Southwesterly 81.01 feet along the arc of a 353.31 foot radius curve to the right (center bears North 08°41'06" West and the chord bears South 87°53'02" West 80.84 feet with a central angle of 13°08'17") to the point of beginning.

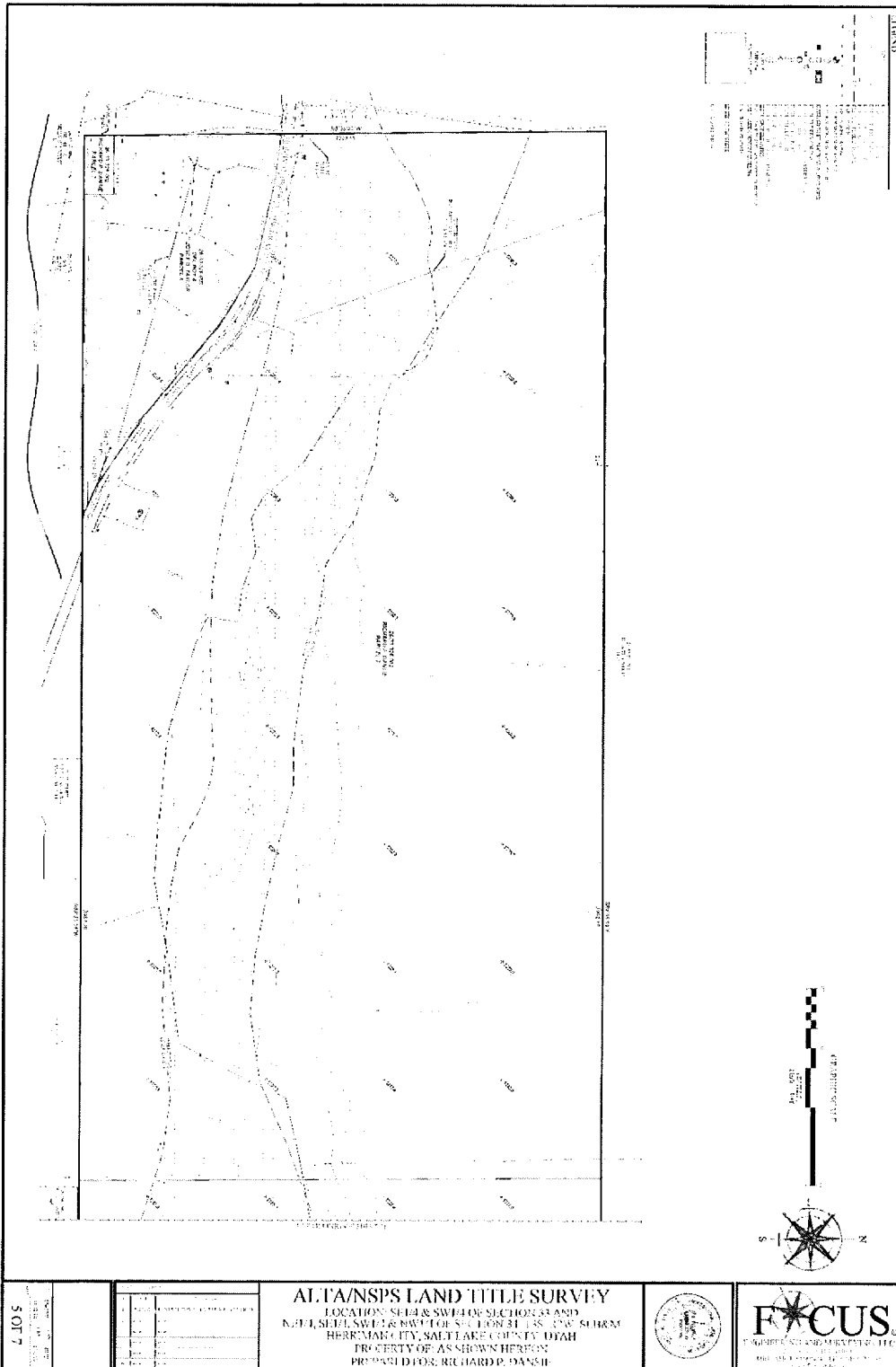
Contains 324,559 Square Feet or 7.451 Acres

Net Acreage Contains 38,848,297 Square Feet or 891.834 Acres

EXHIBIT C

(Copy of Survey)





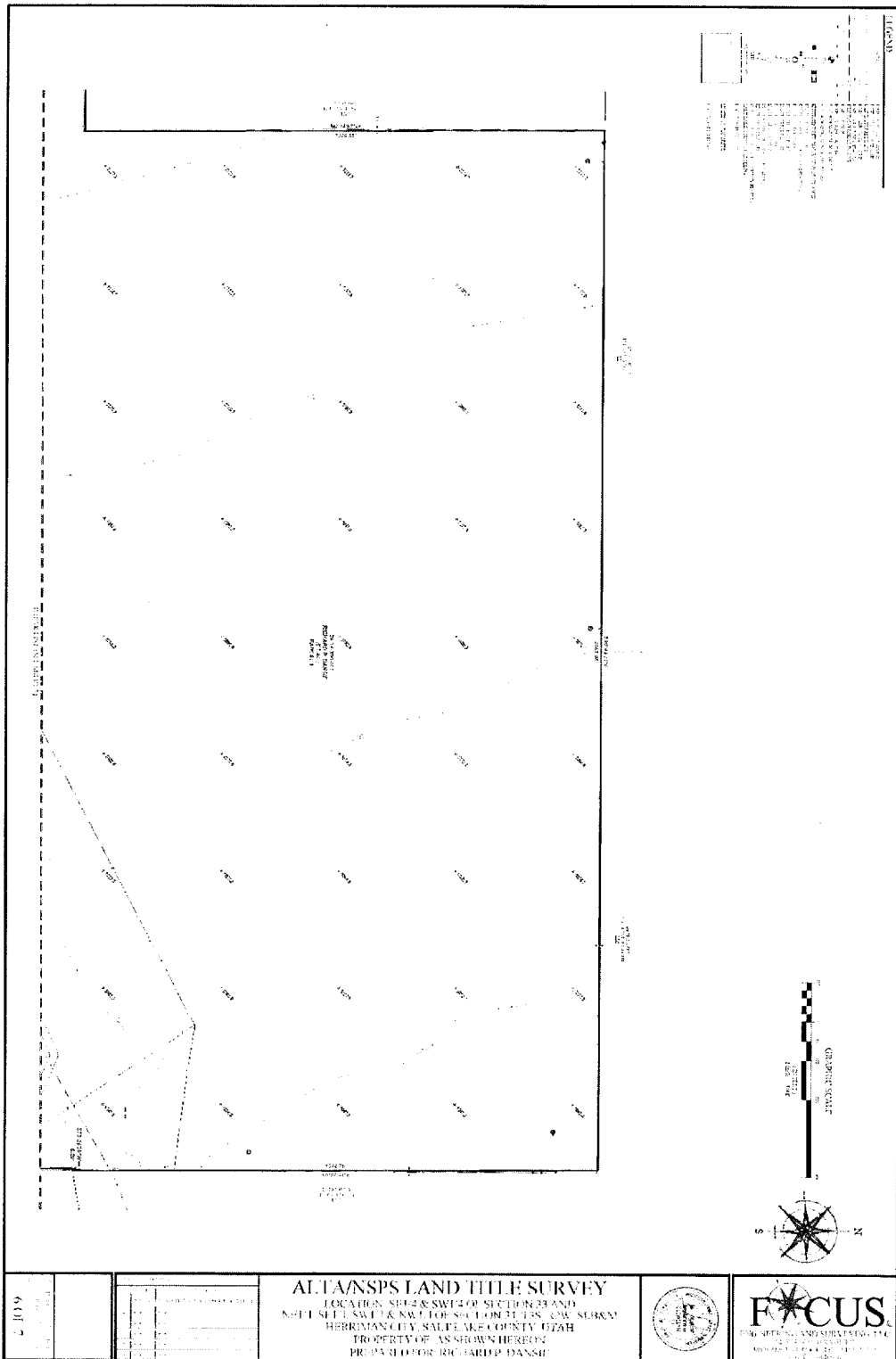


EXHIBIT D

(Depiction of Quit Claim Property)



EXHIBIT E

Form of Quit Claim Deed

(See attached)

RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:

Kirton McConkie, P.C.
50 East South Temple Street, Suite 400
Salt Lake City, Utah 84111
Attn: Loyal C. Hulme

(Space above this line for Recorder's Use)

QUIT CLAIM DEED

OLYMPIA RANCH, LLC, a Utah limited liability company ("**Grantor**"), hereby quit claims to **RICHARD P. DANSIE**, successor trustee of the Irrevocable Living Trust dated March 20, 1982 also known as the Jesse H. Dansie Trust (consisting of two trusts: The Home Trust (87-610190) and the Ranch Trust (87-6190191)), as disclosed by a Declaration of Trust recorded March 15, 1990, in the official records of Salt Lake County, Utah as Entry No. 4893091 in Book 6205 at page 696 ("**Grantee**"), whose mailing address is 7070 West Herriman Highway, Herriman, Utah 84096 , for Ten Dollars (\$10.00) and other good and valuable consideration, all right, title and interest of Grantor in and to the following real property:

Dansie Well House Parcel

A parcel of land, situate in parts of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of Herriman Highway, said point being North 00°28'16" West 1,869.40 feet along the section line and East 1,329.10 feet from the Southwest Corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Northwesterly 6.36 feet along the arc of a 1,740.00 foot radius curve to the left (center bears South 05°08'00" West and the chord bears North 84°58'16" West 6.36 feet with a central angle of 00°12'33") along said Northerly Right-of-Way Line of Herriman Highway;

thence North 02°29'28" West 17.55 feet;

thence North 33°32'43" East 12.53 feet to the 1/16 section line;

thence South 00°20'42" East 28.53 feet along the 1/16 section line to the point of beginning.

Contains 155 Square Feet or 0.004 Acres

TOGETHER with all improvements located thereon and any appurtenances thereto.

[Signatures and Acknowledgements to follow]

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed this ____ day of February, 2020.

GRANTOR:

OLYMPIA RANCH, LLC
a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the _____ day of February, 2020, personally appeared before me _____, the _____ of Olympia Ranch, LLC, who being by me duly sworn, did say that he executed the foregoing on behalf of said company.

WITNESS my hand and official seal.

Notary Public

EXHIBIT F

(Form of Temporary Construction Easement)

(See attached)

When Recorded, Mail To:

Kirton McConkie, P.C.
50 East South Temple Street, Suite 400
Salt Lake City, Utah 84111
Attn: Loyal C. Hulme
Email: lhulme@kmclaw.com

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this “**Agreement**”), executed and delivered by **THE LAST HOLDOUT, L.L.C.**, a Utah limited liability company (“**Owner**”) to **DANSIE LAND, LLC**, a Utah limited liability company (“**Grantee**”). Owner and Grantee are sometimes referred to herein individually as “**Party**” and collectively as “**Parties.**”

RECITALS:

A. Owner owns certain real property more particularly described on Exhibit “B” attached hereto and made a part hereof and identified as assessor’s parcel number 26-33-301-001-0000 (the “**Owner’s Property**”);

B. Grantee has certain rights to develop certain real property adjacent to Owner’s Property and desires to cause the construction of grading, roadway, utility, landscaping, and other ancillary infrastructure improvements (collectively, the “**Roadway Improvements**”), a portion of which Roadway Improvements will be located on or near the eastern property line of the Owner’s Property south of Herriman Highway;

C. In order to cause the orderly construction of the Roadway Improvements, Grantee requires temporary access to the Owner’s Property to effectuate such construction;

D. Owner and Grantee desire to enter into this Agreement to facilitate the construction of the Roadway Improvements.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Owner hereby grants to Grantee and its contractors, sub-contractors, employees, agents, successors and assigns (the “**Permittees**”) a temporary construction easement in gross (the “**Easement**”) in, over, across and upon the following described premises, to wit:

SEE ATTACHED EXHIBIT “A” (the “**Easement Area**”)

for the purpose of effectuating the construction of the Roadway Improvements. The Easement shall expire upon the earlier to occur of (a) the initial completion of the Roadway Improvements; and (b) ten (10) years from the date hereof (“**Term**”).

2. Access. Grantee and its Permittees shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and its Permittees shall enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads or from property other than Owner’s Property.

3. Construction. Grantee shall cause any work within the Easement Area to be performed in a good and workman like manner and otherwise maintain the Easement Area in good order and condition (subject to necessary grading, damage or destruction attendant with the construction of the Roadway Improvements). The cost to construct the initial Roadway Improvements shall be paid by Grantee. Grantor shall have the right to connect to or otherwise utilize the Roadway Improvements for ingress or egress to or from the Owner’s Property, and to use the Roadway area for installation of utilities, provided that Grantor pay the costs of construction relating to connecting to the Roadway Improvements and any utilities installed therein for the benefit of Grantor (i.e. any cost related to installing curb cuts or connecting to utilities, but in no event will any (i) connection or other fees be charged to Grantor or (ii) any reimbursement be sought for the cost of Grantee’s original construction of the Roadway Improvements unless and except for any incremental costs that may be incurred to facilitate Grantor’s future connection, such as the incremental costs, if any, of installing curb cuts, stub roads, or utility stubs). If Grantor connects or otherwise utilizes the Roadway Improvements as provided above, (a) to the extent that the Roadway Improvements remain private, Grantor shall be responsible for its proportionate share of any futures costs of repairs and maintenance of the Roadway Improvements, and (b) upon dedication for public use, all obligations of Grantee with respect to the Roadway Improvements shall terminate and Grantor shall be obligated to work directly with the City of Herriman or other applicable governmental body that owns and controls the Roadway Improvements regarding any connections or utilities. Grantee shall, at Grantee’s sole cost and expense, promptly repair any damage to the Owner’s Property outside of the Easement Area (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or its Permittees to a condition substantially similar to that existing immediately prior to such damage. Grantee’s responsibilities shall also include, but not be limited to, leaving the Easement Area in a condition which is clean, free of debris and hazards which may be caused by the construction of the Roadway Improvements, and free of liens caused by the Grantee’s and/or its Permittees’ activities. In the event Grantee needs to perform any maintenance, repair, or restoration work on any portion of the Owner’s Property outside of the Easement Area, Grantee shall use reasonable efforts to minimize any interference or disruption to Owner’s use and occupancy of the Owner’s Property.

4. Reservation by Owner. It is understood and agreed that the Easement is non-exclusive and Owner, and its successors and assigns, reserve and retain the right to use the Easement Area in any manner whatsoever not inconsistent with the Easement granted herein.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS."

6. Liens. Grantee shall keep the Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Owner from any liens that may be placed on the Easement Area to the extent arising from any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of its Permittees.

7. Indemnification. Grantee hereby agrees to indemnify, defend, and hold Owner harmless from and against any loss, damage, injury, accident, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Permittees, to the extent arising from Grantee's or any of its Permittees' activities of the Easement Area; provided that the indemnification granted herein shall not extend to Claims arising from the use of the Roadway Improvements by any member of the public (including, without limitation, Owner) following completion thereof or Claims arising under any cost sharing agreement with respect to the cost to construct the Extension.

8. No Dedication to the Public. Nothing contained herein will be deemed to constitute any dedication to the public or for public use.

9. Runs With The Land; Right to Assign. The Easement herein granted and the agreements herein contained in connection therewith will all be easements and covenants running with the Owner's Property and will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including, without limitation, all subsequent owners of the Property. As set forth above, the Easement is an easement in gross in favor of Grantee and is not a covenant running with any of Grantee's property or any property upon which the Roadway Improvements will be located and therefore is not binding on any subsequent owners of such property. Grantee may assign this Agreement and all of its rights, duties and obligations hereunder to any owner of the real property upon which the Roadway Improvements are located or to any developer or contractor responsible for constructing or causing the construction of the Roadway Improvements, and thereafter the assigning party shall be released from any liability under this Agreement.

10. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement.

[signatures and acknowledgements to follow]

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

OWNER:

THE LAST HOLDOUT, L.L.C.,
a Utah limited liability company

By: _____

Name: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF _____)

On the _____ day of February, 2020, personally appeared before me _____, the _____ of The Last Holdout, L.L.C., who being by me duly sworn, did say that he executed the foregoing on behalf of said company.

WITNESS my hand and official seal.

Notary Public

GRANTEE:

DANSIE LAND, LLC
a Utah limited liability company

By: _____
Name: Richard P. Dansie
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this ____ day of February, 2020, before me _____, a notary public, personally appeared RICHARD P. DANSIE proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same as Manager of DANSIE LAND, LLC, a Utah limited liability company.

NOTARY PUBLIC

EXHIBIT A

Easement Area

16FT CONSTRUCTION EASEMENT

Located in the SW1/4 of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at a point on the 1/16th (40 acre) line, located N00°18'05"W along the Section line 1,479.14 feet and West 3,985.22 feet from the Southeast Corner of Section 33, T3S, R2W, SLB&M (Basis of Bearing: S89°53'28"E along the Section line from the South 1/4 Corner to the Southwest Corner of Section 34); and running thence N89°53'17"W 16.00 feet; thence N00°38'23"W 351.89 feet to the southerly right of way line of Herriman Highway; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 20.00 feet (radius bears: S10°53'50"W) a distance of 27.39 feet through a central angle of 78°27'47" Chord: S39°52'16"E 25.30 feet to the 1/16th (40 acre) line; thence along said 1/16th (40 acre) line S00°38'23"E 332.50 feet to the point of beginning.

Contains: 5,553 square feet or 0.13 acres+/-

EXHIBIT B

Owner's Property

Parcel 26-33-301-001

A parcel of land, situate in parts of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the West Quarter Corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said West Quarter Corner being North 00°28'16" West 2,646.21 feet from the Southwest Corner of said Section 33; and running

thence South 89°38'37" East 1,330.65 feet along the quarter section line to the Southwest Corner of the Southeast Quarter of the Northwest Quarter, monumented with a rebar and cap stamped "5251295";

thence South 00°20'42" East 1,323.10 feet along the 1/16 section line to the Southeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 33, monumented with a rebar and cap stamped "5251295";

thence North 89°38'31" West 1,327.74 feet along the 1/16 section line to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

thence North 00°28'16" West 1,323.10 feet along the section line to the point of beginning.

Contains 1,758,499 Square Feet or 40.370 Acres