

WHEN RECORDED MAIL TO:

CW Copper Rim 1, LLC  
1222 W Legacy Crossing Blvd., Suite 6  
Centerville, UT 84014

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Rashelle Hobbs, Recorder, Salt Lake County, Utah  
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1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

File No.: 143182-CAF

## **Joint Use, Maintenance, and Cost Sharing Agreement**

In Reference to Tax ID Number(s):

20-26-457-005 and 20-26-457-004

# JOINT USE, MAINTENANCE, AND COST SHARING AGREEMENT

This JOINT USE, MAINTENANCE, AND COST SHARING AGREEMENT (“**Agreement**”), dated effective as of August 31, 2022 (the “**Effective Date**”), is entered into by and between COPPER RIM COMMERCIAL PARK ASSOCIATION, INC. (the “**Commercial HOA**”), a Utah nonprofit corporation, and COPPER RIM FURNITURE ROW ASSOCIATION, INC. (the “**Furniture HOA**”), a Utah nonprofit corporation, for good and valuable consideration, receipt of which is hereby acknowledged. The Commercial HOA and the Furniture HOA may be referred to herein collectively as the “Parties” or individually as a “Party.”

## RECITALS

- A. The Commercial HOA was or will be made subject to the Declaration of Covenants, Conditions, and Restrictions for Copper Rim Commercial Park, as recorded with the Recorder’s Office on \_\_\_\_\_, 2022 as Entry No. \_\_\_\_\_, as amended (the “**Commercial HOA Declaration**”).
- B. The Commercial HOA Declaration pertains to and affects that certain real property located in West Jordan City, Salt Lake County, Utah, which is part of the Copper Rim Commercial Park, and subject to the plat titled \_\_\_\_\_, as recorded in the Recorder’s Office on \_\_\_\_\_, 2022 as Entry No. \_\_\_\_\_ (the “**Commercial HOA Property**”). The Parties acknowledge and agree that the Furniture HOA Property (as defined below) is not a part of and is not subject to the Commercial HOA Declaration.
- C. The Furniture HOA was or will be made subject to the Declaration of Covenants, Conditions, and Restrictions for Copper Rim Furniture Row as recorded in the Recorder’s Office on \_\_\_\_\_, 2022 as Entry No. \_\_\_\_\_, as amended (the “**Furniture HOA Declaration**”). /September 2, 714010526
- D. The Furniture HOA Declaration pertains to and affects that certain real property located in West Jordan City, Salt Lake County, Utah and is part of the Copper Rim Furniture Row commercial development, and is subject to those portions of the plat relating to Lot 2 titled \_\_\_\_\_, as recorded in the Recorder’s Office on \_\_\_\_\_, 2022 as Entry No. \_\_\_\_\_ (the “**Furniture HOA Property**”). The Parties acknowledge and agree that the Commercial HOA Property is not a part of and is not subject to the Furniture HOA Declaration.
- E. There are two (2) main roadways coming into the Commercial HOA Property that will

provide access to the Lots within the Commercial HOA Property and Furniture HOA Property for the benefit and enjoyment of both the Commercial HOA Benefited Parties and Furniture Benefited Parties. See Exhibit A illustration attached hereto and incorporated herein.

- F. The larger roadway that is accessed from Copper Rim Drive is the “**Primary Access Lane**”, which is made up of both the “**Access and Utility Easement Area**” and the “**FR Access Easement Area**” as shown on Exhibit A hereto.
- G. The second access roadway will be known as the “**Secondary Access Lane**” (referred to as the “**Secondary Access Easement Area**” on Exhibit A hereto).
- H. The FR Access Easement Area is located upon Lot 2 within the Furniture HOA Property.
- I. The Parties’ predecessors in interest executed and recorded the “**Reciprocal Access and Utility Easement Agreement**” with the Recorder’s Office on September 2, 2022 as Entry No. 14010528, which establishes the easements rights concerning the Primary Access Lane and Secondary Access Lane (the “**Easement Agreement**”).
- J. The Parties desire to use the Primary Access Lane and Secondary Access Lane for ingress and egress purposes as set forth more specifically in the Easement Agreement.
- K. The Easement Agreement remains in full force and effect. This Agreement is intended to detail the maintenance obligations of the Primary Access Lane and Secondary Access Lane and the shared costs associated with such maintenance.

## **AGREEMENT**

In consideration of the foregoing recitals, which are incorporated herein and made part of this Agreement, and the mutual covenants of the Parties contained in this Agreement, the adequacy of which are hereby acknowledged, the Parties agree and are bound as follows:

**1. Definitions.** In addition to those terms defined elsewhere within this Agreement, as used in this Agreement, each of the following terms shall have the indicated meaning:

- (a) “**Commercial Board**” means the Commercial HOA’s governing body.
- (b) “**Commercial HOA Benefited Parties**” means any Owner or Occupant of a Commercial Lot, at any time, including such Owner or Occupant’s guests and

invitees.

- (c) “**Commercial Lot**” means a private lot within the Commercial HOA Property.
- (d) “**Dispute Resolution Procedure**” means the procedure for resolving disputes between the Parties related to this Agreement set forth in Section 7 of this Agreement.
- (e) “**Easement Areas**” means collectively, the Primary Access Lane and the Secondary Access Lane as depicted on Exhibit A attached hereto and as more fully described on Exhibit B attached hereto, which are subject to the Easement Agreement.
- (f) “**Furniture Benefited Parties**” means any Owner or Occupant of a Furniture Lot, at any time, including such Owner or Occupant’s guests and invitees.
- (g) “**Furniture Board**” means the Furniture HOA’s governing body.
- (h) “**Furniture Lot**” means a private lot located within the Furniture HOA Property.
- (i) “**Occupant**” means any person who, at the time concerned, is an invitee of an Owner or pursuant to a lease, a rental agreement, a license or any other instrument, agreement contract, document, understanding or arrangement, is entitled to or does occupy, possess, or use any Furniture Lot or Commercial Lot.
- (j) “**Owner**” means the person(s) who, at the time concerned, is the legal owner of record (in the Recorder’s Office) of a whole or undivided fee interest in any portion of a Commercial Lot or a Furniture Lot.
- (k) “**Recorder’s Office**” means the Salt Lake County Recorder’s office.
- (l) “**Shared Easement Costs**” means costs and expenses associated with the maintenance (including snow removal), repair, replacement, management, and operation of the Primary Access Lane (not including the Secondary Access Lane), plus any amounts which the Parties may agree to set aside in a reserve account for future maintenance and repairs to the Primary Access Lane. Shared Easement Costs also include amounts charged by the manager or management company specifically related to the maintenance and operations of the Primary Access Lane as further provided in Section 3(e) herein.

**2. Grant of Easement.** The Parties represent and warrant that (i) Furniture Row (as defined in the Easement Agreement) has assigned the maintenance, upkeep, general repair, and replacement obligations for the FR Access Easement Area under the terms of the Easement Agreement to the Furniture HOA; and (ii) each of CW, West Bench and Yellowstone (each as defined in the Easement Agreement) has assigned the maintenance, upkeep, general repair, and replacement obligations for the Easement Area and the Additional Utility Infrastructure (as defined in the Easement Agreement) under the terms of the Easement Agreement to the Commercial HOA.

**3. Easement Area Maintenance and Repair Obligations.** Subject to the cost allocation, or sharing provisions contained in Section 4 of this Agreement, the Parties shall have the following maintenance and repair obligations related to the Easement Area.

- (a) Primary Access Lane. The Commercial HOA shall keep the Primary Access Lane in reasonably good condition, order, and repair.
- (b) Secondary Access Lane. The Commercial HOA shall keep the Secondary Access Lane in reasonably good condition, order, and repair at its own cost.
- (c) Landscaping. Furniture HOA shall be responsible to ensure that the landscaping running adjacent to the FR Access Easement Area within the Furniture HOA Property is kept in good condition, order, and repair. The Commercial HOA shall be responsible to ensure that the landscaping running adjacent to the Access and Utility Easement Area and the Secondary Access Easement Area within the Commercial HOA Property is kept in good condition, order, and repair.
- (d) Easement Area Contractors. The Commercial HOA shall select the contractors who will perform the maintenance (including snow removal), repair, and replacement obligations for the Easement Areas.
- (e) Manager. The manager or management company hired by the Commercial HOA shall be responsible for the management responsibilities for the Easement Areas. Any amounts charged by the manager or management company specifically related to the maintenance and operations of the Primary Access Lane shall be included in the Shared Easement Costs.

**4. Allocation of Costs of Maintenance, Repair, and Operation of the Easement Areas.** The Shared Easement Costs associated with and pertaining to the Access and Utility Easement Area portion of the Primary Access Lane shall be the responsibility of the Commercial HOA only. The Shared Easement Costs associated with and pertaining to the FR Access Easement Area portion of the Primary Access Road shall be the responsibility of the Furniture HOA only. To clarify the cost allocation, the Shared Easement Costs pertaining to the Primary Access Lane shall be allocated to each Party

based upon their proportionate share of the total square footage of the Primary Access Lane as compared to the square footage of the Access and Utility Easement Area (Commercial HOA) and the FR Access Easement Area (Furniture HOA). For example, if the square footage of each area was equal, then each Party would be responsible for fifty percent (50%) of the Shared Easement Costs. For purposes of clarity, the Furniture HOA shall only contribute to any future reserve account or pay for any management fees that reasonably relate to the costs of that portion of the Primary Access Road located within the FR Access Easement Area. The Parties shall treat their respective portion of the Shared Easement Costs as common expenses under each Party's respective declaration of covenants, conditions, and restrictions and other governing documents. The Commercial Board shall track and reasonably determine the Shared Easement Costs to be paid by each Party pursuant to this Section.

- (a) Unless otherwise determined by the Commercial Board, the date to exchange this information shall be February 1st for payments of the respective Shared Easement Costs made during the months of January-December of the prior year.
- (b) Unless disputed as set forth below, Shared Easement Costs are due and payable by Furniture HOA within thirty (30) days of demand by the Commercial HOA. Interest may accrue at the rate of 18% per annum on delinquent payments.
- (c) Along with Commercial HOA's calculation of its respective proposed share of the Shared Easement Costs, Commercial HOA shall provide documentation to Furniture HOA to substantiate the calculation of the proposed share of the Shared Easement Costs.
- (d) Within thirty (30) days of receiving the documentation and calculation of its respective proposed share of the Shared Easement Costs, Furniture HOA must either pay the amount owing to Commercial HOA or submit a written objection or dispute of the calculation. If objected or disputed, the Parties shall then seek to resolve the dispute pursuant to Section 7 of this Agreement.

**5. No Interference with Easements.** Neither the Furniture HOA nor the Commercial HOA, nor any of the Furniture Benefited Parties or the Commercial Benefited Parties shall make or place any obstruction, whether temporary or permanent in nature, which unreasonably limits or impairs the free and unimpeded use of the easement rights, except as follows:

- (a) In an emergency to prevent harm to persons or property;
- (b) For reasonable construction, repair, maintenance or safety measures;

- (c) For traffic regulation and control to the extent required by applicable code, ordinances, and other legal requirements;
- (d) As otherwise allowed in this Agreement or the Easement Agreement; or
- (e) On a temporary basis to the extent reasonably necessary to prevent a public dedication or the accrual of rights to the public.

**6. Non-Use.** No obligation arising out of or right granted under this Agreement shall lapse because of non-use of the Easement Areas.

**7. Dispute Resolution.** Unless the Parties agree otherwise in a writing signed by both Parties, any dispute arising under the Agreement shall be resolved by the following Dispute Resolution Procedure:

- (a) Good Faith Attempt to Resolve Disputes. In the event of a dispute arising under this Agreement, the Commercial Board and Furniture Board shall attempt in good faith to promptly resolve the dispute by negotiation between designated representatives with authority to resolve the dispute.
- (b) Mediation. If the Parties are unable to resolve a dispute pursuant to Section 7(a), prior to exercising any other remedies available or required under this Agreement or otherwise available at law or equity, the Parties shall first attempt in good faith to settle any dispute arising out of or related to this Agreement or its breach by mediation in accordance with the Utah Uniform Mediation Act, Utah Code Ann. § 78B-10-101 ("**Mediation**"). Either Party may demand Mediation by written notice to the other Party. The Mediation is to be administered by an impartial, neutral mediator agreed upon by the Parties. The Parties shall agree upon a mediator within seven (7) days of the demand for Mediation and shall hold the Mediation as soon as practicable thereafter, but no later than thirty (30) days after the Parties have agreed upon a mediator. If Mediation does not resolve the dispute, any Party to the dispute may then file a lawsuit in the Third District Court, Salt Lake County, Utah to resolve the dispute.
- (c) Costs of Dispute Resolution. The Parties shall equally share all costs and fees charged by a mediator with respect to any Mediation under this Agreement. Each Party shall promptly pay their respective share of the costs and fees charged by the mediator. Except for the shared mediator costs and fees, the Parties shall each bear their respective other costs and attorney fees related to any Mediation under this Agreement, including attorney fees.

**8. Insurance.** The Parties are responsible to insure those portions of the Easement Areas lying within their respective property's boundaries. Furniture HOA is responsible to insure the FR Access Easement Area portion of the Primary Access Lane, and the Commercial HOA is responsible to insure the Secondary Access Lane and the Access and Utility Easement Area portion of the Primary Access Lane.

**9. Covenants to Run with the Land.** This Agreement shall constitute a covenant running with the land, and shall be binding on and shall inure to the benefit of each Party and each Owner, any other party holding an interest in any Commercial Lot or Furniture Lot, and their respective successors and assigns.

**10. No Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the Easement Area or easements created hereby.

**11. Conformance with Governmental Requirements.** The Parties shall cause all their respective uses of the Easement Areas to be in conformance with all applicable federal, state, county and municipal laws, ordinances, regulations, and requirements.

**12. Recording.** Either Party may record this Agreement in the Recorder's Office.

**13. Governing Law.** This Agreement shall be governed by and be construed in accordance with the laws of the State of Utah.

**14. Cooperation.** The Parties shall cooperate with one another in executing all documents required to complete or give effect to this Agreement.

**15. Severability.** If and to the extent that any court of competent jurisdiction holds any provision or any part of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement, unless such provision is a material term of the Agreement, in which case the entire Agreement shall be null and void.

**16. Authority.** Each Party represents and warrants to the other Party that it has the unencumbered right and full authority to enter this Agreement.

**17. Waiver.** No failure by either Party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any right or remedy upon the breach thereof, shall constitute a waiver of any breach of this Agreement.

**18. Attorney Fees.** Subject to the Dispute Resolution Procedure in Section 7



above, which provides that the Parties shall incur their own attorney fees as to a mediation commenced pursuant to Section 7, if a suit, action, or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement or to enforce any rights hereunder, the prevailing Party shall be entitled to recover its attorney fees and expenses and all other fees and expenses actually incurred and reasonably necessary in connection therewith, in addition to all other amounts provided by law.

**19. Remedies.** Subject to the Dispute Resolution Procedure in Section 7 above, in the event that either Party fails to perform any obligation under this Agreement, the other Party shall be entitled to demand specific performance of such obligation, to obtain appropriate injunctive relief (without the necessity of showing inadequate remedies at law), to cure the default of such obligation and recover the costs thereof from the Party reaching such obligation, or to pursue any other remedy available at law or equity. The remedies authorized throughout this Agreement are not mutually exclusive and may be maintained independently of each other.

**20. Restriction on Amendment of Governing Documents.** Each Party agrees not to allow any amendment to their governing documents which would negatively affect the obligations imposed in this Agreement, impair the easement rights enjoyed by the Parties, or prevent such Party's power to assess its members for such Party's share of the Shared Easement Costs as contemplated in Section 4 of this Agreement without the prior written consent of the other Party, or its successors-in-title.

**21. Term.** The term of this Agreement will begin on the Effective Date and shall continue in full force and effect in perpetuity, or until amended or terminated pursuant to the terms set forth herein.

**22. Amendment.** This Agreement may be amended by a majority vote of the Commercial Board and a majority vote of the Furniture Board. If amended, such signers must be authorized in accordance with their Party's governing documents to sign a document binding the respective Party. Any amendment may be recorded with the Recorder's Office.

**23. Notices.** Any notice required or permitted to be given to any Owner or Party according to the provisions of this Agreement shall be deemed to have been properly furnished if personally delivered in writing, emailed, or if mailed, to the address provided to the other Party for notice purposes. If no address is provided, then notice shall be effective if delivery is made to the address or email address listed with Utah's HOA Registry.

**24. Acknowledgement.** The Parties respectively acknowledge that the terms of this Agreement accurately reflect their understanding and agreement and that they are signing this Agreement freely and voluntarily.

**25. Drafting.** This Agreement shall be construed without regard to the Party responsible for its preparation.

**26. Headings.** The headings in the paragraphs of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect the construction or interpretation of any terms of this Agreement.

**27. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original.

**28. Effective Date.** The Effective Date of this Agreement shall be the date on which the last signature necessary to make this Agreement effective has been affixed hereto.

**29. Entire Agreement.** This Agreement constitutes the entire agreement of the Parties and may not be amended or modified without a writing signed by each Party specifically amending this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, discussions, negotiations or representations, oral or written, and no party is relying on any prior or contemporaneous agreements, discussions, negotiations or representations, oral or written, with respect to the subject matter of this Agreement.

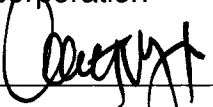
[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Joint Use, Maintenance, and Cost Sharing Agreement as set forth below.

DATED as of the 31 day of August, 2022.

**COPPER RIM COMMERCIAL PARK ASSOCIATION, INC.**

a Utah nonprofit corporation

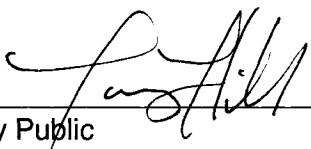
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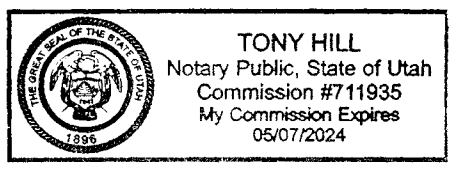
Name: COLIN WRIGHT

Its: AUTHORIZED REPRESENTATIVE

STATE OF UTAH )  
 ) ss.  
COUNTY OF DAVIS )

On the 31, day of August, 2022, personally appeared before me \_\_\_\_\_  
COLIN WRIGHT, who by me being duly sworn, did say that she/he is an authorized representative of Copper Rim Commercial Park Association, Inc., and that the foregoing instrument is signed on behalf of said company and executed with all necessary authority.

  
Notary Public



DATED as of the 31 day of August, 2022.

**COPPER RIM FURNITURE ROW ASSOCIATION, INC.**  
a Utah nonprofit corporation

By: Colin Wright

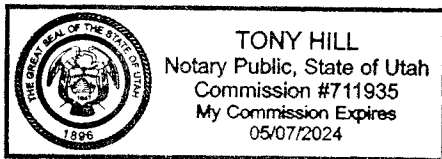
Name: COLIN WRIGHT

Its: AUTHORIZED REPRESENTATIVE

STATE OF ~~COLORADO~~ )  
                  UTAH                   ) ss.  
COUNTY OF DAVIS )

On the 31 day of August, 2022, personally appeared before me \_\_\_\_\_  
COLIN WRIGHT, who by me being duly sworn, did say  
that she/he is an authorized representative of Copper Rim Furniture Row Association, Inc.,  
and that the foregoing instrument is signed on behalf of said company and executed with  
all necessary authority.

Tony Hill  
Notary Public



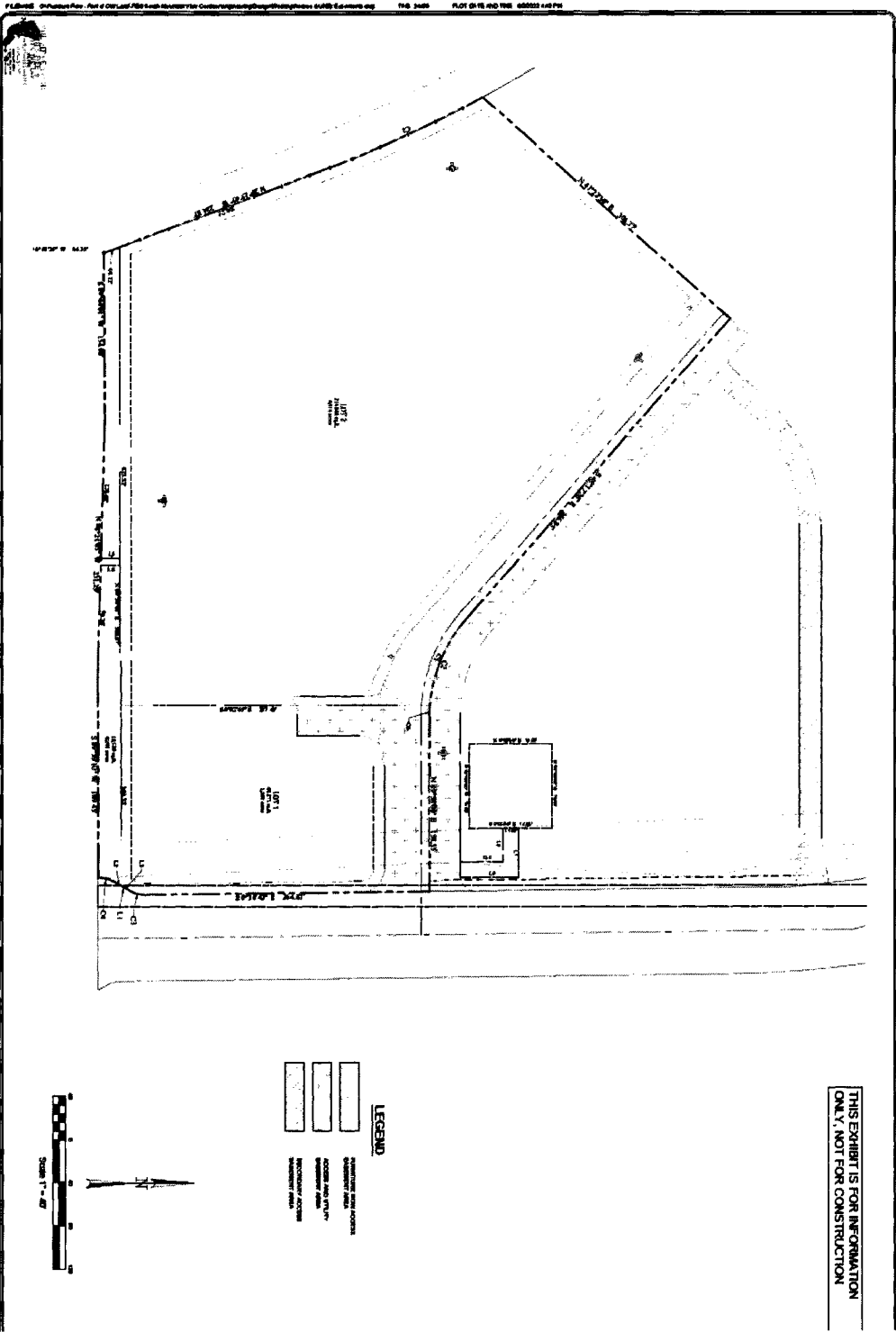


EXHIBIT A

Depiction of the Primary Access Lane (consisting of both the Access and Utility Easement Area and the FR Access Easement Area) & the Secondary Access Lane (Secondary Access Easement Area)

**EXHIBIT B**  
**LEGAL DESCRIPTIONS**

**EASEMENT 1:**

A STRIP OF LAND FOR INGRESS-EGRESS AND UTILITIES SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°58'35" EAST 278.41 FEET ALONG THE SOUTH SECTION LINE AND NORTH 0°01'25" WEST 666.66 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 41°22'36" EAST 25.00 FEET; THENCE SOUTH 48°17'26" EAST 360.99 FEET TO A POINT ON A 117.00 FOOT RADIUS CURVE TO THE LEFT; THENCE EASTERLY ALONG THE ARC OF SAID CURVE 85.24 FEET (HAVING A CHORD OF SOUTH 69°09'43" EAST 83.37 FEET); THENCE NORTH 89°58'00" EAST 149.58 FEET TO A POINT ON A 13.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 20.56 FEET (HAVING A CHORD OF NORTH 44°39'38" EAST 18.48 FEET) TO THE WEST RIGHT OF WAY LINE OF COPPER RIM DRIVE; THENCE SOUTH 0°38'43" EAST 105.99 FEET ALONG SAID RIGHT OF WAY LINE TO A POINT ON A 22.08 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 89°21'17" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE 34.44 FEET (HAVING A CHORD OF NORTH 45°20'22" WEST 31.06 FEET); THENCE SOUTH 89°58'00" WEST 94.19 FEET; THENCE SOUTH 73°13'13" WEST 8.66 FEET; THENCE SOUTH 79°28'27" WEST 11.01 FEET; THENCE NORTH 89°26'28" WEST 47.47 FEET; THENCE NORTH 70°35'58" WEST 9.95 FEET; THENCE NORTH 64°16'22" WEST 11.97 FEET TO A POINT ON A 106.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THE CENTER OF WHICH BEARS NORTH 16°43'17" EAST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 46.23 FEET (HAVING A CHORD OF NORTH 60°47'05" WEST 45.86 FEET); THENCE NORTH 48°17'26" WEST 408.74 FEET; THENCE NORTH 41°22'36" EAST 31.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 39,320 SQUARE FEET OR 0.903 ACRE

**EASEMENT 2:**

A STRIP OF LAND FOR INGRESS-EGRESS AND UTILITIES SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°58'35" EAST 626.89 FEET ALONG THE SOUTH SECTION LINE, AND NORTH 0°01'25" WEST 258.52 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 0°02'48" WEST 66.16 FEET TO A POINT ON A 36.10 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 89°29'25" WEST, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE 16.32 FEET (HAVING A CHORD OF NORTH 13°27'37" WEST 16.18 FEET); THENCE SOUTH 89°26'28" EAST 47.47 FEET TO A POINT ON A 30.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS SOUTH 49°29'30" EAST, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 21.23 FEET (HAVING A CHORD OF SOUTH 20°13'53" WEST 20.79 FEET); THENCE SOUTH 0°02'48" EAST 56.67 FEET; THENCE WEST 20.19 FEET TO A POINT ON A 28.00 FOOT RADIUS CURVE TO THE LEFT, THENCE WESTERLY ALONG THE ARC OF SAID CURVE 17.42 FEET (HAVING A CHORD OF SOUTH 72°08'03" WEST 17.14 FEET) TO THE POINT OF BEGINNING.

CONTAINS: 2,882 SQUARE FEET OR 0.066 ACRE

**EASEMENT 3:**

A STRIP OF LAND FOR TEMPORARY EMERGENCY INGRESS-EGRESS SITUATE IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 2 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°58'35" EAST 336.41 FEET ALONG THE SOUTH SECTION LINE

AND NORTH 0°01'25" WEST 648.42 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26; AND RUNNING THENCE NORTH 48°17'26" WEST 24.00 FEET TO A POINT ON A 26.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THE CENTER OF WHICH BEARS NORTH 25°40'15" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 10.29 FEET (HAVING A CHORD OF NORTH 52°59'31" EAST 10.22 FEET); THENCE NORTH 41°39'16" EAST 35.70 FEET TO A POINT ON A 160.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 135.01 FEET (HAVING A CHORD OF NORTH 65°49'38" EAST 131.04 FEET); THENCE EAST 286.82 FEET; THENCE NORTH 80°33'17" EAST 41.57 FEET TO THE WEST RIGHT OF WAY LINE OF COPPER RIM DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES; (1) SOUTHERLY 2.85 FEET ALONG A 958.22 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THE CENTER OF WHICH BEARS SOUTH 84°31'39" WEST (HAVING A CHORD OF SOUTH 5°23'14" EAST 2.85 FEET); THENCE (2) SOUTH 7°03'35" EAST 28.72 FEET; THENCE (3) SOUTH 0°38'39" EAST 2.32 FEET; THENCE NORTH 81°19'45" WEST 45.35 FEET; THENCE WEST 286.82 FEET TO A POINT ON A 140.00 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 118.13 FEET (HAVING A CHORD OF SOUTH 65°49'38" WEST 114.66 FEET); THENCE SOUTH 41°39'16" WEST 35.77 FEET TO A POINT ON A 26.00 FOOT RADIUS CURVE TO THE LEFT, THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 10.24 FEET (HAVING A CHORD OF SOUTH 30°22'19" WEST 10.17 FEET); TO THE POINT OF BEGINNING.

CONTAINS: 10,350 SQUARE FEET OR 0.238 ACRES