

WHEN RECORDED RETURN TO:

Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

26-25-201-010, 26-25-200-049, 26-25-201-009,  
26-25-201-008, 26-25-201-007, 26-25-201-011,  
26-25-200-007

Space above for County Recorder's Use

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made effective as of the 16<sup>th</sup> day of May, 2023 (the "**Effective Date**"), by and between Sunrise 3, LLC, a Utah limited liability company ("**Sunrise/Grantor**"), and the Utah Department of Transportation ("**UDOT/Grantee**"), (each a "**Party**" and collectively the "**Parties**") with reference to the following:

A. Sunrise/Grantor and UDOT/Grantee have exchanged two parcels of property so that Sunrise/Grantor can implement certain plans on its adjoining property, and pursuant to an Exchange Agreement between the Utah Department of Transportation and Sunrise 3, LLC entered into as of April 29, 2022, as partial consideration for such exchange Sunrise/Grantor agreed to reconstruct a drainage pond for the benefit of UDOT/Grantee that is currently located on the property that it acquired from UDOT/Grantee (collectively the "**Trade**"). A map illustrating the Trade is set forth at **Exhibit A** attached hereto and made a part hereof (the "**Map**").

B. As part of the Trade, Sunrise/Grantor conveyed to UDOT/Grantee a certain parcel of real property located in Salt Lake County, Utah known as Parcel 131B, as more particularly described on **Exhibit B** attached hereto and incorporated herein ("**Parcel 131B**"). Parcel 131B shall be part of the Dominant Estate (defined in Recital E below).

C. Sunrise/Grantor constructed a section of a detention pond on Parcel 131B and connected it to an existing detention pond that is currently located on a certain parcel of real property directly south of Parcel 131B, located in Salt Lake County, Utah, that is owned by UDOT/Grantee (the "**Former Detention Pond Parcel**") as more particularly described on **Exhibit C** attached hereto and incorporated herein. The Former Detention Pond Parcel shall be part of the Dominant Estate (defined in Recital E below). The sections of the pond constructed on Parcel 131B and on the Former Detention Pond Parcel are referred to herein as the "**New Pond**".

D. As part of the Trade, UDOT/Grantee conveyed to Sunrise/Grantor a certain parcel of real property located in Salt Lake County, Utah, known as Parcel 131:2S2Q, more particularly described on **Exhibit D** attached hereto and incorporated herein (the "**Parcel 131:2S2Q**"). Sunrise/Grantor has constructed the New Pond to UDOT/Grantee's satisfaction, and Sunrise/Grantor will demolish a section of the former detention pond located on Parcel 131:2S2Q.

E. As part of the Trade, Sunrise/Grantor also desires to convey to UDOT/Grantee a permanent easement that is 20 feet in width over Sunrise/Grantor's property located at 5101 W. 11800 S., Herriman, UT, 84096, Parcels 26-25-201-005 and 26-25-200-045 (the "Sunrise Property" or the "Servient Estate"), that allows UDOT/Grantee to access Parcel 131B, the Former Detention Pond Parcel, and the New Pond (also collectively referred to as the "Dominant Estate") from the road known as 11800 South (also known as Anthem Park Boulevard) for any purpose whatsoever, including, but not limited to, maintenance work using heavy equipment (the "Access Easement"). The Access Easement is more particularly described on **Exhibit E** attached hereto and incorporated herein. The Servient Estate is more particularly described on Exhibit F attached hereto.

F. The purpose of this Agreement is to convey to UDOT the Access Easement referenced above, and Sunrise/Grantor is willing to grant such easement to UDOT/Grantee under the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, which includes but is not limited to the recitals stated above (which by this reference are incorporated herein) and the promises stated below, the receipt and sufficiency of which are hereby acknowledged, Sunrise/Grantor and UDOT/Grantee agree as follows:

1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:

(a) "Environmental Law" means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations, governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances or wastes, as the same may be amended or modified, and as now existing or hereafter adopted. As used in this paragraph, "Laws" means collectively all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that are applicable in respect of this Agreement.

(b) "UDOT/Grantee Parties" means the Utah Department of Transportation, the State of Utah, and itsr directors, officers, commissioners, employees, agents, contractors, subcontractors, advisors, consultants, representatives and invitees.

(c) “**Sunrise/Grantor Parties**” means Sunrise 3, LLC and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants, representatives and invitees

(d) “**Hazardous Substances**” will be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Law, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

2. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Sunrise/Grantor hereby grants, conveys, and warrants to UDOT/Grantee, the following easement:

(a) The Access Easement, which is a perpetual, non-exclusive easement for any purpose whatsoever (including, but not limited to, accessing, using, operating, inspecting, maintaining, and repairing the New Pond, including the right of ingress and egress thereto) from 11800 South (a/k/a Anthem Park Boulevard), , on, over, and across the Sunrise Property between 11800 South (a/k/a Anthem Park Boulevard) and Parcel 131B as further shown on Exhibit A and described in Exhibit E.

3. UDOT/Grantee’s Quiet Use. Sunrise/Grantor represents that it is lawfully seized and possessed of the Sunrise Property, and that Sunrise/Grantor has the right to enter into and convey the Access Easement. Sunrise/Grantor covenants that UDOT/Grantee shall have quiet and peaceful possession, use and enjoyment of the Access Easement for UDOT/Grantee and the UDOT/Grantee Parties.

4. Condition of Access Easement. UDOT/Grantee accepts the Access Easement and all aspects thereof “AS IS”, “WHERE IS”, without representations either express or implied,

“with all faults”, including but not limited to both latent and patent defects. Sunrise/Grantor conveys the Access Easement to UDOT/Grantee with all covenants of title as would be included in a warranty deed, but without warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Access Easement is granted to UDOT/Grantee subject to: (a) any state of facts which an accurate survey or physical inspection of the Access Easement might show; and (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Access Easement. However, notwithstanding any other provision in this Agreement, Sunrise/Grantor agrees that the Access Easement shall at all times provide reasonably acceptable access to UDOT/Grantee for the purposes stated herein, and that such access is a material part of the consideration that Sunrise/Grantor provided to UDOT/Grantee when UDOT/Grantee agreed to the Trade and allowed Sunrise/Grantor to reconfigure the detention pond, and a failure to provide such access is a failure of consideration under this Agreement, and that UDOT/Grantee may seek a remedy of such default by specific performance. Notwithstanding any provisions to the contrary, Sunrise/Grantor warrants that the Access Easement is free of all Hazardous Substances, and agrees to defend and indemnify Buyer/Grantee from claims or damages caused by any Hazardous Substances affecting the Access Easement prior to the effective date of this Agreement, or created or caused by Sunrise/Grantor at any time prior or after the effective date of this Agreement.

5. Reservation. Sunrise/Grantor reserves the right to use and improve its parcel of real property where the Access Easement is located provided that Sunrise/Grantor will not impair or interfere with UDOT/Grantee’s use of the Easements. Notwithstanding this reservation, Sunrise/Grantor agrees that UDOT/Grantee shall have the right to construct a driveway within the Access Easement, including creating an access onto 11800 South, at UDOT/Grantee’s own cost and expense, and consisting of materials (such as dirt, gravel, asphalt, cement) entirely within the discretion of UDOT/Grantee which UDOT/Grantee believes would be best suited for the particular purpose. Although Sunrise/Grantor has the right to use and improve the Sunrise Property, it will not interfere with, modify, improve, or alter the driveway which will be constructed by UDOT/Grantee. Sunrise/Grantor shall not have the right to install a fence, barricade, or other obstacle that would impair UDOT/Grantee’s ability to access the Access Easement, even if such fence included a gate, it being the intent that only UDOT/Grantee shall have the right to restrict access to the Access Easement or the Dominant Estate.

6. Improvements; Maintenance. UDOT/Grantee acknowledges and agrees that Sunrise/Grantor will have no right or responsibility whatsoever to maintain, repair or replace any portion of the Access Easement. Sunrise/Grantor hereby authorizes UDOT/Grantee to construct a driveway within the Access Easement of a design and using materials entirely within the discretion of UDOT/Grantee, and UDOT/Grantee shall be responsible for any improvements that UDOT/Grantee may need in connection with its use and enjoyment of the Access Easement.

7. Mutuality; Runs With the Land.

(a) The easements, rights and obligations granted or created hereby are appurtenances to the parcels on which they are located and run with the land; none of the easements, rights or obligations may be transferred, assigned or encumbered except as an

appurtenance to such parcels. Any conveyance of the parcels upon which the Access Easement is located (the "Servient Estate") shall also effectuate a conveyance of this Access Easement, regardless of whether the easement is referenced in any conveyance instrument. For the purposes of the easements and rights set forth herein, any UDOT property in the vicinity of the New Pond will be included as part of the Dominant Estate.

(b) The easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will at all times bind every person having a fee, leasehold or other interest in any portion of a parcel where an easement is located; and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective parcels.

8. Notices. All notices required to be given under this Agreement will be in writing and will be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice will be effective upon delivery, if delivered by personal delivery or overnight courier, and 72 hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties will be sent to the following addresses:

To Sunrise/Grantor: Chief Officer  
Sunrise 3, LLC  
14034 South 145 East, Suite 204  
Draper, UT 84020

With a copy to: Parsons Behle & Latimer  
Attention: Lauren Reber  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111

To UDOT/Grantee: Director of Right of Way  
Utah Department of Transportation  
4501 South 2700 West  
Salt Lake City, UT 84114-8455

With a copy to: Assistant Attorney General  
for the Utah Department of Transportation  
4501 South 2700 West  
Salt Lake City, UT 84114-8455

9. General Provisions.

(a) Public Purpose. The Parties agree that UDOT/Grantee is a public entity and that the easements conveyed by this Agreement will be used for a public purpose, and Sunrise/Grantor shall not interfere with such public purpose.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

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

(d) Further Assurances. The Parties, from time to time, will execute, acknowledge, subscribe and deliver to or at the request of the other Party such documents and further assurances as may be reasonably required for the purpose of evidencing, preserving or confirming the agreements contained herein.

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

(f) Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited to the extent consistent with the Parties' intent.

(g) No Relationship. The Parties will not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(h) Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the Parties.

(i) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement will be made or effective unless and until such modification is made in writing and executed by authorized individuals representing UDOT/Grantee and Sunrise/Grantor, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other agreements, whether oral or written, with respect to the specific obligations identified herein, except that the following agreements were executed prior to the execution of this Agreement and they shall remain in full force and effect:

an agreement concerning the Trade that was executed between the parties dated April 29, 2022; a UDOT Acquisition Contract effective as of November 1, 2022; a Sunrise Purchase Contract effective as of November 1, 2022; and deeds executed in connection with the foregoing contracts.

(l) Applicable Law. This Agreement will be construed, administered and enforced according to the laws of the State of Utah.

(m) Authority. Each Party executing this Agreement represents and warrants: (i) that its authorized representative has executed this Agreement on behalf of the respective Party with full legal power and authority to bind the respective Party in accordance with the terms herein; and (ii) that the execution, delivery, and performance by the respective Party of this Agreement will not constitute a default under any agreement to which such Party is a party.

(n) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the Effective Date.

**SUNRISE/GRANTOR:**

Sunrise 3, LLC, a Utah limited liability company

Date: May 2nd, 202~~2~~<sup>3</sup>

By: [Signature]  
Print Name: Bryan Flamm  
Title: Manager

**UDOT/GRANTEE:**

Utah Department of Transportation, an agency of the State of Utah

Date: \_\_\_\_\_, 202~~2~~<sup>3</sup>

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the Effective Date.

**SUNRISE/GRANTOR:**

Sunrise 3, LLC, a Utah limited liability company

Date: \_\_\_\_\_, 2022

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**UDOT/GRANTEE:**

Utah Department of Transportation, an agency of the State of Utah

Date: May 16, 2022<sup>3</sup>

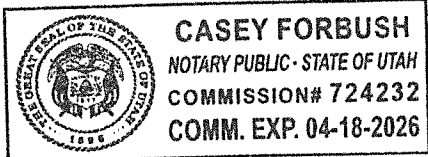
By: Charles A. Stormont

Print Name: Charles A. Stormont

Title: Director, Right of Way

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

3 The foregoing instrument was acknowledged before me this 2nd day of May, 2022, by Bryan Flamm, as Manager of Sunrise 3, LLC, a limited liability company



*[Signature]*  
NOTARY PUBLIC  
Residing at: Salt Lake

My Commission Expires:  
4/18/2026

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_,  
2022, by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

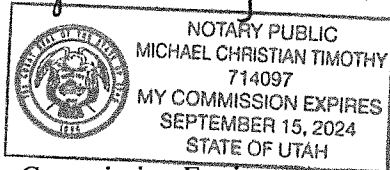
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

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

<sup>3</sup> The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of May,  
2022, by Charles A. Stormont, as Director of  
Right of Way, a for Utah Department of Transportation



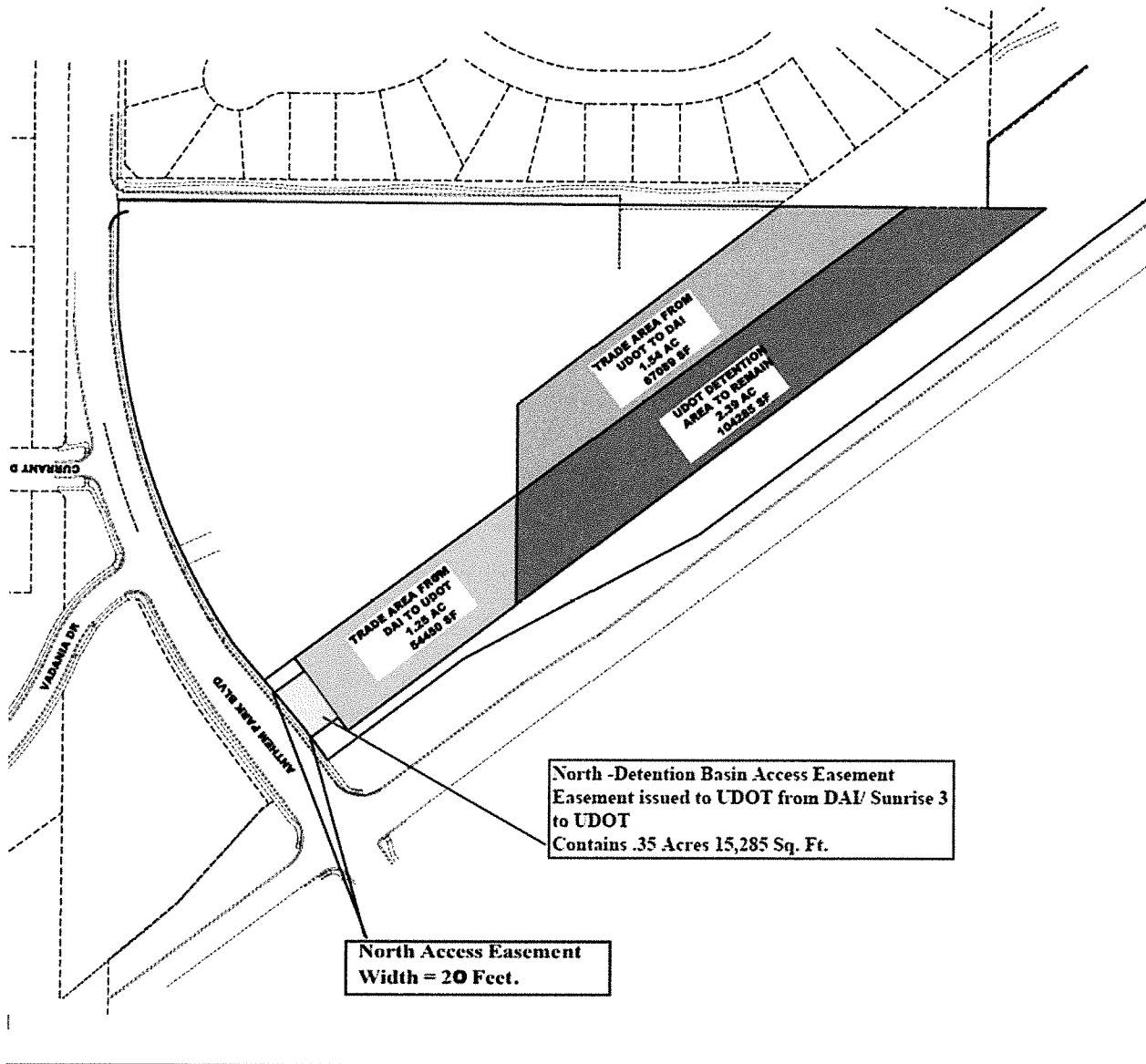
[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake

My Commission Expires:

September 15, 2024

**EXHIBIT A  
To  
EASEMENT AGREEMENT**

**MAP**



**EXHIBIT B**  
**To**  
**EASEMENT AGREEMENT**

**PARCEL 131B – LEGAL DESCRIPTION**

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A parcel of land in fee for the highway known as the Mountain View Corridor, being part of an entire tract of property situate in the NW1/4 NE1/4 of Section 25, T.3S., R.2W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at a point in a southerly boundary line of said entire tract, which point is 1,338.90 feet S.89°39'15"E. along the section line and 1,013.34 feet S.00°20'45"W. and 484.81 feet N.37°28'06"W. and 126.80 feet N.89°50'58"W. from the North Quarter corner of said Section 25, said point is also approximately 453.79 feet perpendicularly distant northeasterly from the Mountain View Corridor Right of Way Control Line opposite approximate engineer station 1181+71.53; and running thence N.89°50'58"W. 170.88 feet along said southerly boundary line; thence N.36°56'58"W. 330.81 feet; thence N.50°58'33"E. 136.97 feet; thence S.36°52'21"E. 438.85 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 52,577 square feet in area or 1.207 acres, more or less.

(Note: All bearings in the above description are equal to highway bearings.)

**EXHIBIT C**  
**To**  
**EASEMENT AGREEMENT**

**FORMER DETENION POND PARCEL – LEGAL DESCRIPTION**

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A portion of the Northeast Quarter of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being described as follows:

Beginning at a point located S89°39'15"E along the Section Line 1041.65 feet and S00°20'45"W 630.34 feet from the North Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence S37°28'06"E 484.81 feet; thence S00°20'47"W 397.24 feet; thence N37°00'51"W 980.36 feet; thence S89°50'58"E 297.67 feet to the point of beginning.

Contains: ±4.02 acres  
±175,315 Sq. Ft.

**EXHIBIT D**  
**To**  
**EASEMENT AGREEMENT**

**PARCEL 131:2S2Q – LEGAL DESCRIPTION**

A tract of land, situate in the NW1/4 NE1/4 of Section 25, T.3S., R.2W., S.L.B. & M. The boundaries of said tract of land are described as follows:

Beginning at an easterly corner of said tract of land in the easterly line of the NW1/4 NE1/4 of said Section 25, which corner is 1,338.90 feet S.89°39'15"E. along the section line and 1,013.35 feet S.00°20'45"W. from the North Quarter corner of said Section 25; and running thence S.00°20'45"W. 150.68 feet along said easterly line; thence N.37°38'41"W. 109.42 feet; thence N.63°01'15"W. 31.00 feet; thence N.36°52'21"W. 543.87 feet; thence S.89°50'58"E. 126.79 feet; thence S.37°28'06"E. 484.81 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 59,679 square feet in area or 1.370 acres, more or less.

**RESERVING THEREFROM UNTO GRANTOR ITS SUCCESSORS AND ASSIGNS**, two (2) perpetual easements, upon part of the above described tract of land situate in the NW1/4NE1/4 of Section 25, T.3S., R.2W., S.L.B. & M., for the purpose of constructing, maintaining, and repairing thereon a drainage pipe and appurtenant parts thereof incident to the highway known as the Mountain View Corridor as MP-0182(6). The boundaries of said easements are described as follows:

**Parcel 131:5E**

Beginning at a point in the easterly boundary line of said tract of land and the easterly line of the NW1/4 NE1/4 of said Section 25, which point is 1,338.90 feet S.89°39'15"E. along the section line and 1,039.21 feet S.00°20'45"W. from the North Quarter corner of said Section 25; and running thence S.00°20'45"W. 10.95 feet along said easterly boundary line; thence S.66°15'41"W. 72.20 feet to the southwesterly boundary line; thence along said southwesterly boundary line the following two (2) courses: (1) N.37°38'41"W. 2.34 feet; thence (2) N.63°01'15"W. 9.99 feet; thence N.66°15'41"E. 83.56 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described easement contains 774 square feet in area or 0.018 acre, more or less.

**Parcel 131:6E**

Beginning at a point in the northeasterly boundary line of said tract of land, which point is 1,338.90 feet S.89°39'15"E. along the section line and 1,013.35 feet S.00°20'45"W. and 112.22 feet N.37°28'06"W. from the North Quarter corner of said Section 25; and running thence S.52°55'15"W. 105.11 feet to the southwesterly boundary line of said tract of land; thence N.36°52'21"W. 10.00 feet along said southwesterly boundary line; thence N.52°55'15"E. 105.01 feet to said northeasterly boundary line; thence S.37°28'06"E. 10.00 feet along said northeasterly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 1,051 square feet in area or 0.024 acre, more or less. Signs, Billboards, outdoor Advertising structures, or advertising of any kind as defined in Title 23 United States Code, Section 131, shall not be erected, displayed, placed or maintained upon or within this tract, EXCEPT signs to advertise the sale, hire or lease of this tract or the principal activities conducted on this land.

**EXHIBIT E**  
**To**  
**EASEMENT AGREEMENT**

**ACCESS EASEMENT – LEGAL DESCRIPTION**

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A portion of the Northeast Quarter of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being described as follows:

Beginning at a point located S89°39'15"E along the Section Line 850.15 feet and South 120.65 feet from the North Quarter Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence S37°28'07"E 255.15 feet; thence S53°01'33"W 148.60 feet; thence S36°58'27"E 265.10 feet; thence S53°01'09"W 113.12 feet; thence N36°52'21"W 20.00 feet; thence N53°01'09"E 93.09 feet; thence N36°58'27"W 265.10 feet; thence N53°01'33"E 148.43 feet; thence N37°28'07"W 239.86 feet; thence along the arc of a non-tangent curve to the right 20.59 feet with a radius of 1045.89 feet through a central angle of 01°07'40", chord: N66°15'12"E 20.59 feet to the point of beginning.

Contains: ±0.35 Acres  
±15,285 Sq. Ft.



**EXHIBIT F**  
**To**  
**EASEMENT AGREEMENT**

**SERVIENT ESTATE – LEGAL DESCRIPTION**

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A tract of land situated in the Northwest Quarter of the Northeast Quarter of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, being described as follows:

Beginning at the northeast corner and a point in the existing southerly right of way line of 11800 South Street, said corner is S89°39'15"E along the Section Line 1338.90 feet and S0°20'45"W 36.70 feet from the North Quarter Corner of said Section 25; thence S0°20'47"W (S0°20'45"W by record) 1168.83 feet along the easterly boundary line of said entire tract; thence N36°31'04"W 14.71 feet; thence N03°47'02"W 43.55 feet; thence N37°38'41"W 77.81 feet; thence along the arc of a non-tangent curve to the left 41.21 feet with a radius of 68.02 feet through a central angle of 34°42'34", chord: N56°49'13"W 40.58 feet;; thence N36°52'21"W 921.91 feet; thence N86°10'06"W 2.93 feet; thence N36°31'04"W 91.90 feet; thence N49°50'40"E 73.34 feet; thence along the arc of a nontangent curve to the right 527.32 feet with a radius of 1045.89 feet through a central angle of 28°53'15", chord: N70°53'13"E 521.75 feet; thence along the arc of a non-tangent curve to the right 54.84 feet with a radius of 966.54 feet through a central angle of 03°15'03", chord: N88°36'11"E 54.83 feet; thence S89°17'47"E 107.12 feet to the point of beginning.

Contains: ±10.18 Acres  
±443,355 Sq. Ft.