

178077-CP1
When recorded, return to:

Olympia Ranch, LLC
Attn: Ryan Button
527 E. Pioneer Road, Suite 200
Draper, Utah 84020

Parcel No(s): 20-34-226-012, 20-34-276-022

(Space above for recorder's use only)

TECHNOLOGY EASEMENT AGREEMENT

THIS TECHNOLOGY EASEMENT AGREEMENT (this "**Agreement**") is entered into this 11 day of July, 2024 (the "**Effective Date**"), by and between **OLYMPIA RANCH, LLC**, a Utah limited liability company ("**Grantor**") and **TECH HOLDINGS, LLC**, a Utah limited liability company ("**Grantee**"). Grantor and Grantee are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

RECITALS

A. Grantor is the owner of that certain real property located in Salt Lake County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Grantor Property**").

B. Grantee desires to obtain a non-exclusive, perpetual technology easement for the design, engineering, construction, installation, testing, repair, replacement, relocation, improvement, maintenance, and removal of utilities and facilities for high-speed internet services ("**Basic Services**") and for additional technology services including, but not limited to, cable TV, phone service and other services ("**Additional Services**") (the "**Easement**") on, over, under, through and across certain portions of the Grantor Property, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "**Easement Area**"), for the purposes more particularly described herein.

C. Grantor is willing to grant the Easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

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

1. **Grant of Easement.** Subject to the terms and conditions contained herein, Grantor hereby grants and conveys to Grantee the non-exclusive Easement on, over, under, through, and across the Easement Area for the sole purpose of design, engineering, construction, installation, testing, repair, replacement, relocation, improvement, maintenance, and removal of lines, equipment, lock boxes, taps, drop cables, utilities, improvements, infrastructure, and other facilities for Basic Services and for Additional Services (collectively, the "**Easement Purposes**"). Grantee shall have the exclusive right to use the Easement Area for the Easement Purposes; provided that Grantee's exclusive right to use the Easement Area for the Easement Purposes does not preclude any other party from using the Easement Area for purposes other than the Easement Purposes in a manner that does not interfere with Grantee's rights under

this Agreement. Grantee accepts the Easement Area and all aspects thereof in "AS IS", "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS", including but not limited to both latent and patent defects, and the existence of hazardous substances or materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Area, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Grantee shall obtain any and all required consents, approvals, permissions, and agreements to construct and install facilities related to the provision of Basic Services and Additional Services thereon.

2. **Access.** Grantee and its invitees, licensees, contractors, and agents (collectively, "Grantee's Agents") shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement at their own risk. Grantee and Grantee's Agents, successors, and assigns release Grantor from any claims relating to the condition of the Easement Area (except for any requirements set forth in Section 3 below) and the entry upon the Easement Area by Grantee, Grantee's Agents, and other such parties.

3. **Reservation by Grantor; Relocation of Easement.** Grantor shall not construct, install or place, or permit to be constructed, installed or placed any building or other structure, plant any trees, or excavate or alter ground level by cut or fill, within the Easement Area. Except as otherwise set forth in this Section 3, and except for the provision of Basic Services and the provision of Additional Services, Grantor reserves the right to use the Easement Area for any purpose whatsoever; provided, however, Grantor's use does not unreasonably interfere with Grantee's use of the Easement Area for the purposes set forth herein or with any other rights granted to Grantee under this Agreement. In addition to the foregoing, Grantor may, at Grantor's sole discretion, cause the relocation of the Easement Area; provided, however that the new easement area shall (i) be at the sole cost and expense of Grantor, (ii) provide substantially the same rights to Grantee as those set forth in this Agreement; (iii) not interfere with any ongoing provision of Basic Services or Additional Services; and (iv) be located within the boundaries of the roadways identified in the final plat for Mt. Rainier at Olympia Phase 1 and shall not encroach upon or be located within the boundaries of any lots identified on such plat. Upon relocation of the Easement Area as set forth in this Section, Grantor and Grantee agree to execute and record a written instrument detailing the vacation of the Easement and the location of the new easement area.

4. **No Interference.** Grantee covenants that in the exercise of its rights hereunder or with the Grantee's use of the Easement Area, Grantee shall not conduct any activity, nor grant any rights to a third party, which would unreasonably interfere with Grantor's use of the Grantor Property, including the Easement Area, for Grantor's intended development of the Grantor Property for the construction and use of single family and/or multi-family homes.

5. **No Creation of Public Utility Easement.** Under no condition shall any area covered by the Easement Area become a public utility easement; provided that Rocky Mountain Power and Dominion Energy will each have the right to use the Easement Area to provide power or natural gas service to any lot or unit set forth on a plat. Except with respect to successors in interest providing the same utility service (power or gas respectively), the right of Rocky Mountain Power and Dominion Energy to use the Easement Area for such purposes is specific to such entities and may not be assigned, transferred, expanded, or otherwise modified in any way without the express written consent of Grantee. Further, no other utility provider will have the right to use or cross the Easement Area without the express written consent of Grantee.

6. **Maintenance and Restoration.** Grantee, at its sole cost and expense, shall be responsible for the repair and upkeep of the facilities related to the provision of Basic Services and Additional Services in the Easement Area. Grantee agrees to repair any damage, other than normal wear and tear, to the Easement Area directly caused by Grantee's or Grantee's Agents' exercise of its/their rights hereunder.

7. **Indemnification.** Grantee shall indemnify, defend, and hold Grantor and its employees, officers, divisions, subsidiaries, partners, members and affiliated companies and entities and its and their employees, officers, shareholders, members, directors, agents, representatives, and professional consultants and its and their respective successors and assigns (collectively, the “**Indemnitees**”) harmless from and against any loss, damage, injury, accident, fire or other casualty, liability, claim, cost or expense (including, but not limited to, reasonable attorneys’ fees) of any kind or character to any person or property, including the property of the Indemnitees, (collectively, the “**Claims**” or a “**Claim**”) from or by Grantee, and/or Grantee’s Agents, arising from or relating to any use of the Easement Area by Grantee or Grantee’s Agents in violation of the terms of this Agreement. The indemnity provided by Grantee in favor of the Indemnitees in this Agreement shall not require payment as a condition precedent. The terms and conditions of this provision shall remain effective, notwithstanding the expiration or termination of this Agreement.

8. **Liens.** Grantee shall keep the Easement Area and the Grantor Property 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 defend Grantor from any liens that may be placed on the Easement Area and/or the Grantor Property pertaining to any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or Grantee’s Agents. Any such liens shall be released of record or bonded over within thirty (30) days after Grantor provides Grantee written notice of the same.

9. **Attorneys’ Fees.** In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the Prevailing Party in such action shall have the right to recover reasonable attorneys’ fees and costs from the other Party, to be fixed by the court in the same action. The phrase “legal proceedings” shall include appeals from a lower court judgment. The phrase “Prevailing Party” shall mean the party that prevails in obtaining a remedy or relief which most nearly reflects the remedy or relief which the Party sought.

10. **No Public Use/Dedication.** The Grantor Property is and shall at all times remain the private property of Grantor. The use of the Grantor Property by Grantee shall be limited to the express purposes contained herein. Neither Grantee, nor its successors or assigns, shall acquire nor be entitled to claim or assert any rights to the Grantor Property beyond the express terms and conditions of this Agreement. The provisions of this Agreement are not intended to and do not constitute a public easement or any other grant, dedication, or conveyance for public use of the Easement Area.

11. **Run with the Land/Successors.** Each and all of the provisions hereof shall be deemed to run with the land and shall be a burden and a benefit to Grantor and Grantee, their successors and assigns. Grantee may assign this Agreement without the prior consent of Grantor.

12. **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 shall be construed in accordance with and governed by the laws of the State of Utah. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. The Recitals set forth above are incorporated into this Agreement by reference. If any provision of this Agreement or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. Each Party hereby waives the application of any rule of law which otherwise would be applicable in connection with the construction of this Agreement that ambiguous or conflicting terms or provisions should be construed against the Party who (or whose attorney)

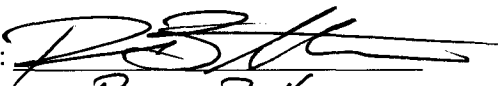
prepared the Agreement or any earlier draft of the same. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement. After execution and delivery of this Agreement, a copy of the signed Agreement shall be considered for all purposes as an original of the Agreement to the maximum extent permitted by law, and no Party to this Agreement shall have any obligation to retain a version of the Agreement that contains original signatures in order to enforce the Agreement, or for any other purpose, except as otherwise required by law.

[Signatures and acknowledgments to follow.]

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

GRANTOR:

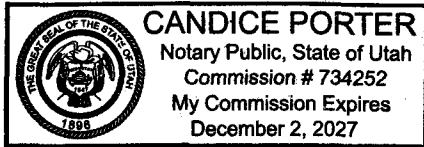
OLYMPIA RANCH, LLC,
a Utah limited liability company

By: 
Name: RYAN Button
Its: MANAGER

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

On this 9 day of July, 2024, before me, Candice Porter, a Notary Public, personally appeared Ryan Button, the Manager of Olympia Ranch, LLC, a Utah limited liability company, known or identified to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.



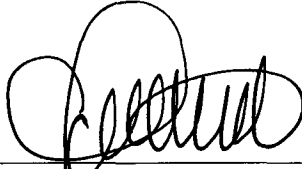

Notary Public
My Commission Expires: 12-2-2027

EXHIBIT A

(Legal Description of the Grantor Property)

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,001.49 feet along the section line and South 683.15 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°32'10" East 206.97 feet; thence Southeasterly 307.56 feet along the arc of a 523.50 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 72°42'19" East 303.15 feet with a central angle of 33°39'41"); thence Southeasterly 120.08 feet along the arc of a 68.50 foot radius curve to the right (center bears South 35°26'36" West and the chord bears South 04°20'10" East 105.29 feet with a central angle of 100°26'28"); thence South 44°36'10" West 7.96 feet; thence South 45°23'50" East 133.50 feet; thence North 44°36'10" East 22.12 feet; thence Southeasterly 186.69 feet along the arc of a 330.50 foot radius curve to the right (center bears South 18°48'01" West and the chord bears South 55°01'02" East 184.22 feet with a central angle of 32°21'54"); thence South 38°50'05" East 47.56 feet; thence Southeasterly 117.49 feet along the arc of a 570.00 foot radius curve to the right (center bears South 51°09'55" West and the chord bears South 32°55'46" East 117.29 feet with a central angle of 11°48'37"); thence Southeasterly 142.71 feet along the arc of a 300.00 foot radius curve to the right (center bears South 62°58'49" West and the chord bears South 13°23'30" East 141.37 feet with a central angle of 27°15'22"); thence South 00°14'11" West 66.62 feet; thence North 89°48'15" West 202.47 feet; thence Southeasterly 58.65 feet along the arc of a 277.50 foot radius curve to the right (center bears South 78°09'01" West and the chord bears South 05°47'43" East 58.54 feet with a central angle of 12°06'31"); thence South 00°15'33" West 234.99 feet; thence Southwesterly 97.38 feet along the arc of a 50.00 foot radius curve to the right (center bears North 89°28'54" West and the chord bears South 56°18'51" West 82.70 feet with a central angle of 111°35'31"); thence Northwesterly 21.62 feet along the arc of a 30.00 foot radius curve to the left (center bears South 22°06'36" West and the chord bears North 88°32'01" West 21.15 feet with a central angle of 41°17'14"); thence South 70°49'22" West 99.65 feet; thence Southwesterly 33.75 feet along the arc of a 177.50 foot radius curve to the right (center bears North 19°10'38" West and the chord bears South 76°16'10" West 33.70 feet with a central angle of 10°53'35"); thence Southwesterly 23.48 feet along the arc of a 15.00 foot radius curve to the left (center bears South 08°17'03" East and the chord bears South 36°52'20" West 21.16 feet with a central angle of 89°41'14"); thence South 71°43'45" West 55.83 feet; thence Northwesterly 106.21 feet along the arc of a 677.50 foot radius curve to the right (center bears North 81°11'04" East and the chord bears North 04°19'27" West 106.10 feet with a central angle of 08°58'57"); thence North 00°10'01" East 367.08 feet; thence Northeasterly 16.48 feet along the arc of a 50.00 foot radius curve to the right (center bears South 89°49'41" East and the chord bears North 09°36'52" East 16.41 feet with a central angle of 18°53'05"); thence South 89°58'24" West 262.94 feet; thence North 00°04'33" West 407.95 feet; thence Northwesterly 118.39 feet along the arc of a 522.50 foot radius curve to the left (center bears South 12°54'22" West and the chord bears North 83°35'06" West 118.13 feet with a central angle of 12°58'55"); thence South 89°55'27" West 20.84 feet; thence North 00°04'33" West 228.66 feet to the point of beginning. (aka proposed Mt. Rainier at Olympia Phase 1)

EXHIBIT B

(Legal Description of the Easement Area)

[INSERT]

Mt. Rainier at Olympia Phase 1

PTE No. 1

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 1,001.49 feet along the section line and South 683.15 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°32'10" East 206.97 feet;
thence Southeasterly 307.56 feet along the arc of a 523.50 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 72°42'19" East 303.15 feet with a central angle of 33°39'41");
thence Southeasterly 120.08 feet along the arc of a 68.50 foot radius curve to the right (center bears South 35°26'36" West and the chord bears South 04°20'10" East 105.29 feet with a central angle of 100°26'28");
thence South 44°36'10" West 7.96 feet;
thence South 45°23'50" East 20.00 feet;
thence South 44°36'10" West 124.44 feet;
thence Southwesterly 22.55 feet along the arc of a 15.00 foot radius curve to the right (center bears North 45°23'50" West and the chord bears South 87°39'59" West 20.48 feet with a central angle of 86°07'38");
thence Northwesterly 43.78 feet along the arc of a 587.50 foot radius curve to the left (center bears South 40°43'48" West and the chord bears North 51°24'17" West 43.77 feet with a central angle of 04°16'11");
thence North 36°13'27" East 22.35 feet;
thence Northeasterly 46.06 feet along the arc of a 59.00 foot radius curve to the left (center bears North 53°46'33" West and the chord bears North 13°51'28" East 44.90 feet with a central angle of 44°43'57");
thence North 08°30'30" West 57.46 feet;
thence Northwesterly 69.03 feet along the arc of a 59.00 foot radius curve to the left (center bears South 81°29'30" West and the chord bears North 42°01'31" West 65.16 feet with a central angle of 67°02'02");
thence North 75°32'32" West 96.79 feet;
thence Northwesterly 31.87 feet along the arc of a 130.50 foot radius curve to the left (center bears South 14°27'28" West and the chord bears North 82°32'21" West 31.79 feet with a central angle of 13°59'38");
thence North 89°32'10" West 176.59 feet;
thence Northwesterly 15.57 feet along the arc of a 10.00 foot radius curve to the right (center bears North 00°44'06" East and the chord bears North 44°40'15" West 14.04 feet with a central angle of 89°11'19");
thence North 00°04'33" West 59.44 feet;
thence South 89°55'27" West 29.00 feet;
thence North 00°04'33" West 2.00 feet;
thence North 89°55'27" East 31.00 feet;
thence South 00°04'33" East 61.44 feet;

thence Southeasterly 12.49 feet along the arc of a 8.00 foot radius curve to the left (center bears North 89°55'27" East and the chord bears South 44°48'22" East 11.26 feet with a central angle of 89°27'37");

thence South 89°32'10" East 176.55 feet;

thence Southeasterly 32.36 feet along the arc of a 132.50 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 82°32'21" East 32.28 feet with a central angle of 13°59'38");

thence South 75°32'32" East 96.79 feet;

thence Southeasterly 71.37 feet along the arc of a 61.00 foot radius curve to the right (center bears South 14°27'28" West and the chord bears South 42°01'31" East 67.37 feet with a central angle of 67°02'02");

thence South 08°30'30" East 57.46 feet;

thence Southwesterly 47.62 feet along the arc of a 61.00 foot radius curve to the right (center bears South 81°29'30" West and the chord bears South 13°51'28" West 46.42 feet with a central angle of 44°43'57");

thence South 36°13'27" West 20.36 feet;

thence Southeasterly 41.94 feet along the arc of a 589.50 foot radius curve to the right (center bears South 36°39'14" West and the chord bears South 51°18'29" East 41.93 feet with a central angle of 04°04'34");

thence Northeasterly 19.54 feet along the arc of a 13.00 foot radius curve to the left (center bears North 40°43'48" East and the chord bears North 87°39'59" East 17.75 feet with a central angle of 86°07'38");

thence North 44°36'10" East 122.44 feet;

thence North 45°23'50" West 20.00 feet;

thence North 44°36'10" East 9.98 feet;

thence Northwesterly 116.58 feet along the arc of a 66.50 foot radius curve to the left (center bears North 44°05'47" West and the chord bears North 04°19'00" West 102.21 feet with a central angle of 100°26'26");

thence Northwesterly 306.36 feet along the arc of a 521.50 foot radius curve to the left (center bears South 34°07'22" West and the chord bears North 72°42'24" West 301.97 feet with a central angle of 33°39'32");

thence North 89°32'10" West 204.95 feet;

thence South 00°04'33" East 10.64 feet;

thence South 89°55'27" West 2.00 feet;

thence North 00°04'33" West 12.66 feet to the point of beginning.

Contains 2,930 Square Feet or 0.067 Acres

PTE No. 2

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 942.07 feet along the section line and South 795.83 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°27'50" West 2.00 feet;

thence Southwesterly 41.09 feet along the arc of a 26.00 foot radius curve to the left (center bears South 00°27'50" West and the chord bears South 45°11'38" West 36.94 feet with a central angle of 90°32'23");
thence South 00°04'33" East 20.51 feet;
thence Southeasterly 330.73 feet along the arc of a 589.50 foot radius curve to the right (center bears South 01°06'21" West and the chord bears South 72°49'18" East 326.41 feet with a central angle of 32°08'42");
thence North 36°13'27" East 21.14 feet;
thence Northeasterly 20.30 feet along the arc of a 26.00 foot radius curve to the left (center bears North 53°46'33" West and the chord bears North 13°51'28" East 19.79 feet with a central angle of 44°43'57");
thence North 08°30'30" West 57.46 feet;
thence Northwesterly 30.42 feet along the arc of a 26.00 foot radius curve to the left (center bears South 81°29'30" West and the chord bears North 42°01'31" West 28.71 feet with a central angle of 67°02'02");
thence North 75°32'32" West 96.73 feet;
thence Northwesterly 23.94 feet along the arc of a 98.00 foot radius curve to the left (center bears South 14°27'28" West and the chord bears North 82°32'21" West 23.88 feet with a central angle of 13°59'38");
thence North 89°32'10" West 157.84 feet;
thence North 00°27'50" East 2.00 feet;
thence South 89°32'10" East 157.84 feet;
thence Southeasterly 24.42 feet along the arc of a 100.00 foot radius curve to the right (center bears South 00°27'50" West and the chord bears South 82°32'21" East 24.36 feet with a central angle of 13°59'38");
thence South 75°32'32" East 96.73 feet;
thence Southeasterly 32.76 feet along the arc of a 28.00 foot radius curve to the right (center bears South 14°27'28" West and the chord bears South 42°01'31" East 30.92 feet with a central angle of 67°02'02");
thence South 08°30'30" East 57.46 feet;
thence Southwesterly 21.86 feet along the arc of a 28.00 foot radius curve to the right (center bears South 81°29'30" West and the chord bears South 13°51'28" West 21.31 feet with a central angle of 44°43'57");
thence South 36°13'27" West 23.04 feet;
thence Northwesterly 333.47 feet along the arc of a 587.50 foot radius curve to the left (center bears South 33°26'09" West and the chord bears North 72°49'29" West 329.01 feet with a central angle of 32°31'17");
thence North 00°04'33" West 22.48 feet;
thence Northeasterly 44.25 feet along the arc of a 28.00 foot radius curve to the right (center bears North 89°55'27" East and the chord bears North 45°11'38" East 39.78 feet with a central angle of 90°32'23") to the point of beginning.

Contains 1,614 Square Feet or 0.037 Acres

PTE No. 3

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 862.93 feet along the section line and South 934.04 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 38°23'06" East 3.23 feet;
thence South 00°04'33" East 393.16 feet;
thence North 89°58'24" East 248.97 feet;
thence Northeasterly 86.69 feet along the arc of a 62.00 foot radius curve to the right (center bears South 72°48'50" East and the chord bears North 57°14'28" East 79.80 feet with a central angle of 80°06'36");
thence Northeasterly 3.45 feet along the arc of a 13.00 foot radius curve to the left (center bears North 07°17'46" East and the chord bears North 89°41'03" East 3.44 feet with a central angle of 15°13'27");
thence North 82°04'19" East 39.61 feet;
thence Northeasterly 55.59 feet along the arc of a 160.50 foot radius curve to the left (center bears North 07°55'41" West and the chord bears North 72°09'01" East 55.31 feet with a central angle of 19°50'37");
thence Northeasterly 8.99 feet along the arc of a 5.00 foot radius curve to the left (center bears North 27°46'17" West and the chord bears North 10°42'26" East 7.83 feet with a central angle of 103°02'34");
thence Northwesterly 7.43 feet along the arc of a 210.50 foot radius curve to the left (center bears South 49°11'09" West and the chord bears North 41°49'30" West 7.43 feet with a central angle of 02°01'19");
thence North 42°50'10" West 224.72 feet;
thence Northwesterly 300.41 feet along the arc of a 510.50 foot radius curve to the left (center bears South 47°09'50" West and the chord bears North 59°41'39" West 296.09 feet with a central angle of 33°42'59");
thence North 38°23'06" West 3.23 feet;
thence Southeasterly 304.12 feet along the arc of a 512.50 foot radius curve to the right (center bears South 13°09'50" West and the chord bears South 59°50'10" East 299.68 feet with a central angle of 34°00'00");
thence South 42°50'10" East 224.72 feet;
thence Southeasterly 7.50 feet along the arc of a 212.50 foot radius curve to the right (center bears South 47°09'50" West and the chord bears South 41°49'30" East 7.50 feet with a central angle of 02°01'19");
thence Southwesterly 12.59 feet along the arc of a 7.00 foot radius curve to the right (center bears South 49°11'09" West and the chord bears South 10°42'26" West 10.96 feet with a central angle of 103°02'34");
thence Southwesterly 56.28 feet along the arc of a 162.50 foot radius curve to the right (center bears North 27°46'17" West and the chord bears South 72°09'01" West 56.00 feet with a central angle of 19°50'37");
thence South 82°04'19" West 39.61 feet;
thence Southwesterly 3.99 feet along the arc of a 15.00 foot radius curve to the right (center bears North 07°55'41" West and the chord bears South 89°41'03" West 3.97 feet with a central angle of 15°13'27");

thence Southwesterly 85.36 feet along the arc of a 60.00 foot radius curve to the left (center bears South 07°17'46" West and the chord bears South 56°32'24" West 78.34 feet with a central angle of 81°30'45");

thence South 89°58'24" West 252.46 feet;

thence North 00°04'33" West 397.69 feet to the point of beginning.

Contains 2,753 Square Feet or 0.063 Acres

PTE No. 4

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 392.10 feet along the section line and South 958.30 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 13°14'38" East 2.36 feet;

thence South 44°36'10" West 22.86 feet;

thence North 45°23'50" West 20.00 feet;

thence South 44°36'10" West 124.16 feet;

thence Southerly 19.84 feet along the arc of a 13.00 foot radius curve to the left (center bears South 45°23'50" East and the chord bears South 00°53'00" West 17.97 feet with a central angle of 87°26'19");

thence South 42°50'10" East 40.51 feet;

thence North 47°09'50" East 10.49 feet;

thence Northeasterly 47.62 feet along the arc of a 61.00 foot radius curve to the right (center bears South 42°50'10" East and the chord bears North 69°31'49" East 46.42 feet with a central angle of 44°43'57");

thence South 88°06'13" East 69.58 feet;

thence Southeasterly 54.74 feet along the arc of a 61.00 foot radius curve to the right (center bears South 01°53'47" West and the chord bears South 62°23'39" East 52.92 feet with a central angle of 51°25'08");

thence South 36°41'05" East 144.08 feet;

thence North 53°18'55" East 18.50 feet;

thence South 36°41'05" East 51.99 feet;

thence South 17°19'06" East 35.45 feet;

thence South 72°40'54" West 159.02 feet;

thence South 14°10'03" East 61.12 feet;

thence Southeasterly 12.23 feet along the arc of a 289.50 foot radius curve to the right (center bears South 75°49'57" West and the chord bears South 12°57'27" East 12.23 feet with a central angle of 02°25'12");

thence South 89°48'15" East 188.62 feet;

thence North 00°14'11" East 64.62 feet;

thence Northwesterly 141.76 feet along the arc of a 298.00 foot radius curve to the left (center bears North 89°45'49" West and the chord bears North 13°23'30" West 140.43 feet with a central angle of 27°15'22");

thence Northwesterly 117.08 feet along the arc of a 568.00 foot radius curve to the left (center bears South 62°58'32" West and the chord bears North 32°55'46" West 116.87 feet with a central angle of 11°48'37");
 thence North 38°50'05" West 47.56 feet;
 thence Northwesterly 184.31 feet along the arc of a 328.50 foot radius curve to the left (center bears South 51°09'55" West and the chord bears North 54°54'28" West 181.90 feet with a central angle of 32°08'47");
 thence North 13°14'38" West 2.36 feet;
 thence Southeasterly 186.69 feet along the arc of a 330.50 foot radius curve to the right (center bears South 18°48'01" West and the chord bears South 55°01'02" East 184.22 feet with a central angle of 32°21'54");
 thence South 38°50'05" East 47.56 feet;
 thence Southeasterly 117.49 feet along the arc of a 570.00 foot radius curve to the right (center bears South 51°09'55" West and the chord bears South 32°55'46" East 117.29 feet with a central angle of 11°48'37");
 thence Southeasterly 142.71 feet along the arc of a 300.00 foot radius curve to the right (center bears South 62°58'49" West and the chord bears South 13°23'30" East 141.37 feet with a central angle of 27°15'22");
 thence South 00°14'11" West 66.62 feet;
 thence North 89°48'15" West 192.25 feet;
 thence Northwesterly 13.76 feet along the arc of a 287.50 foot radius curve to the left (center bears South 78°34'31" West and the chord bears North 12°47'46" West 13.76 feet with a central angle of 02°44'34");
 thence North 14°10'03" West 63.01 feet;
 thence North 72°40'54" East 158.91 feet;
 thence North 17°19'06" West 33.11 feet;
 thence North 36°41'05" West 49.65 feet;
 thence South 53°18'55" West 18.50 feet;
 thence North 36°41'05" West 146.08 feet;
 thence Northwesterly 52.95 feet along the arc of a 59.00 foot radius curve to the left (center bears South 53°18'55" West and the chord bears North 62°23'39" West 51.19 feet with a central angle of 51°25'08");
 thence North 88°06'13" West 69.58 feet;
 thence Southwesterly 46.06 feet along the arc of a 59.00 foot radius curve to the left (center bears South 01°53'47" West and the chord bears South 69°31'49" West 44.90 feet with a central angle of 44°43'57");
 thence South 47°09'50" West 12.49 feet;
 thence North 42°50'10" West 42.51 feet;
 thence Northerly 22.89 feet along the arc of a 15.00 foot radius curve to the right (center bears North 47°09'50" East and the chord bears North 00°53'00" East 20.73 feet with a central angle of 87°26'19");
 thence North 44°36'10" East 126.16 feet;
 thence South 45°23'50" East 20.00 feet;
 thence North 44°36'10" East 22.12 feet to the point of beginning.

Contains 3,287 Square Feet or 0.075 Acres

PTE No. 5

A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 460.80 feet along the section line and South 1,125.06 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence North 47°09'50" East 12.49 feet;
thence Northeasterly 21.86 feet along the arc of a 28.00 foot radius curve to the right (center bears South 42°50'10" East and the chord bears North 69°31'49" East 21.31 feet with a central angle of 44°43'57");
thence South 88°06'13" East 69.58 feet;
thence Southeasterly 25.13 feet along the arc of a 28.00 foot radius curve to the right (center bears South 01°53'47" West and the chord bears South 62°23'39" East 24.29 feet with a central angle of 51°25'08");
thence South 36°41'05" East 141.04 feet;
thence Southwesterly 53.45 feet along the arc of a 28.00 foot radius curve to the right (center bears South 53°18'55" West and the chord bears South 17°59'55" West 45.69 feet with a central angle of 109°21'59");
thence South 72°40'54" West 66.79 feet;
thence Northwesterly 122.07 feet along the arc of a 287.50 foot radius curve to the left (center bears South 71°29'27" West and the chord bears North 30°40'22" West 121.15 feet with a central angle of 24°19'36");
thence North 42°50'10" West 95.27 feet;
thence South 87°50'10" East 2.83 feet;
thence South 42°50'10" East 93.27 feet;
thence Southeasterly 120.96 feet along the arc of a 289.50 foot radius curve to the right (center bears South 47°09'50" West and the chord bears South 30°51'59" East 120.08 feet with a central angle of 23°56'21");
thence North 72°40'54" East 64.83 feet;
thence Northeasterly 49.63 feet along the arc of a 26.00 foot radius curve to the left (center bears North 17°19'06" West and the chord bears North 17°59'55" East 42.43 feet with a central angle of 109°21'59");
thence North 36°41'05" West 141.04 feet;
thence Northwesterly 23.33 feet along the arc of a 26.00 foot radius curve to the left (center bears South 53°18'55" West and the chord bears North 62°23'39" West 22.56 feet with a central angle of 51°25'08");
thence North 88°06'13" West 69.58 feet;
thence Southwesterly 20.30 feet along the arc of a 26.00 foot radius curve to the left (center bears South 01°53'47" West and the chord bears South 69°31'49" West 19.79 feet with a central angle of 44°43'57");
thence South 47°09'50" West 10.49 feet;
thence North 87°50'10" West 2.83 feet to the point of beginning.

Contains 1,201 Square Feet or 0.028 Acres

PTE No. 6

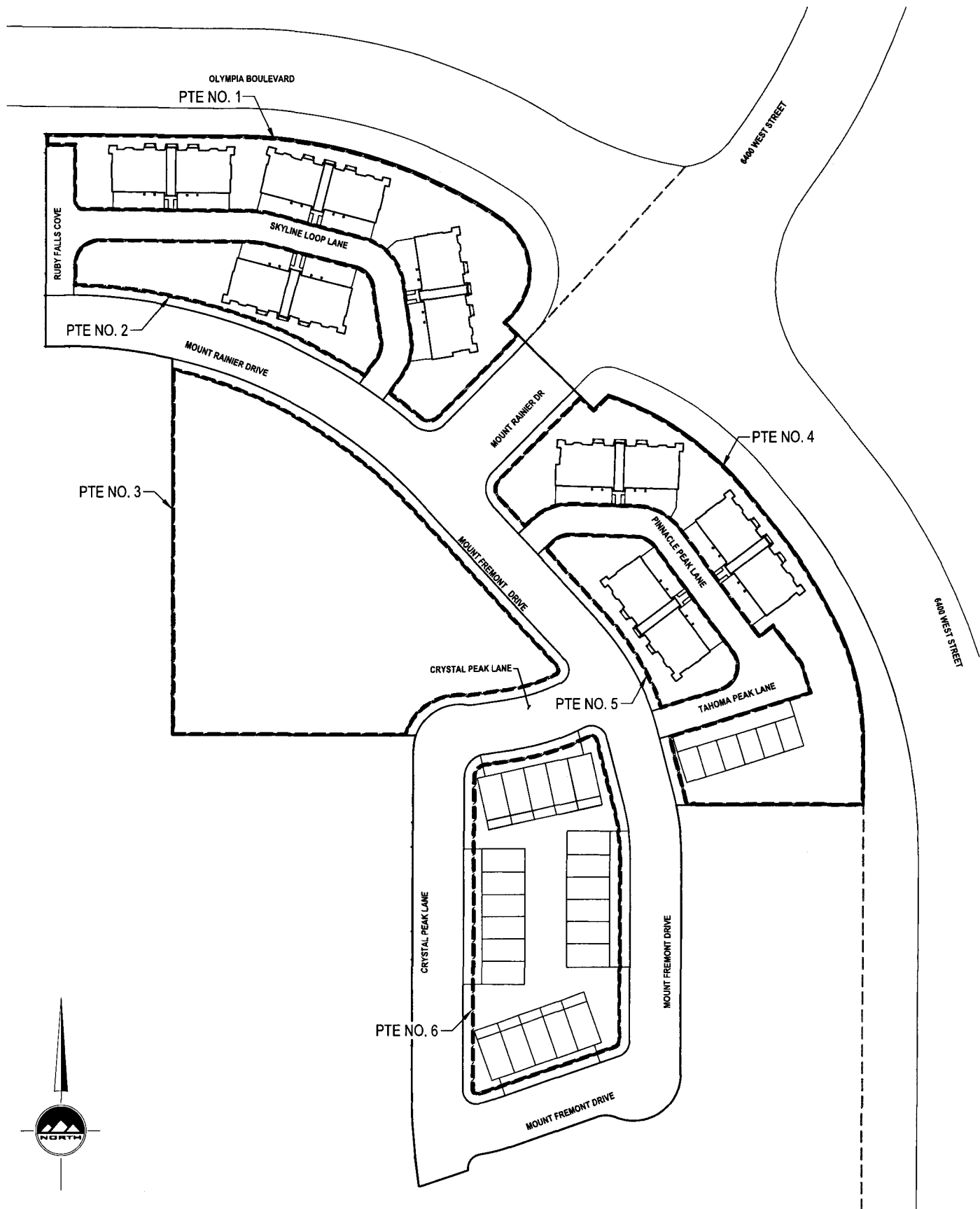
A parcel of land situate in the Northeast Quarter of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at a point being North 89°30'06" West 402.38 feet along the section line and South 1,332.02 feet from the Northeast Corner of Section 34, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 74°11'56" West 2.00 feet;
thence Northwesterly 8.92 feet along the arc of a 5.00 foot radius curve to the left (center bears South 74°11'56" West and the chord bears North 66°53'02" West 7.78 feet with a central angle of 102°09'56");
thence Southwesterly 83.76 feet along the arc of a 239.50 foot radius curve to the right (center bears North 27°58'00" West and the chord bears South 72°03'10" West 83.34 feet with a central angle of 20°02'19");
thence South 82°04'19" West 33.65 feet;
thence Southwesterly 18.58 feet along the arc of a 13.00 foot radius curve to the left (center bears South 07°55'41" East and the chord bears South 41°07'10" West 17.04 feet with a central angle of 81°54'18");
thence South 00°10'01" West 338.39 feet;
thence Southerly 0.78 feet along the arc of a 610.50 foot radius curve to the left (center bears South 89°49'59" East and the chord bears South 00°07'49" West 0.78 feet with a central angle of 00°04'24");
thence Southeasterly 5.33 feet along the arc of a 3.00 foot radius curve to the left (center bears South 89°54'23" East and the chord bears South 50°49'17" East 4.66 feet with a central angle of 101°49'49");
thence Northeasterly 14.35 feet along the arc of a 110.50 foot radius curve to the left (center bears North 11°44'12" West and the chord bears North 74°32'35" East 14.34 feet with a central angle of 07°26'26");
thence North 70°49'22" East 143.89 feet;
thence Northeasterly 6.16 feet along the arc of a 5.00 foot radius curve to the left (center bears North 19°10'38" West and the chord bears North 35°32'27" East 5.78 feet with a central angle of 70°33'49");
thence North 00°15'33" East 198.11 feet;
thence Northwesterly 53.00 feet along the arc of a 210.50 foot radius curve to the left (center bears North 89°44'27" West and the chord bears North 06°57'15" West 52.86 feet with a central angle of 14°25'36");
thence North 14°10'03" West 72.24 feet;
thence Northwesterly 6.00 feet along the arc of a 210.50 foot radius curve to the left (center bears South 75°49'57" West and the chord bears North 14°59'03" West 6.00 feet with a central angle of 01°38'01");
thence North 74°11'56" East 2.00 feet;
thence Southeasterly 6.06 feet along the arc of a 212.50 foot radius curve to the right (center bears South 74°11'56" West and the chord bears South 14°59'03" East 6.06 feet with a central angle of 01°38'01");
thence South 14°10'03" East 72.24 feet;

thence Southeasterly 53.51 feet along the arc of a 212.50 foot radius curve to the right (center bears South 75°49'57" West and the chord bears South 06°57'15" East 53.36 feet with a central angle of 14°25'36");
thence South 00°15'33" West 198.11 feet;
thence Southwesterly 8.62 feet along the arc of a 7.00 foot radius curve to the right (center bears North 89°44'27" West and the chord bears South 35°32'27" West 8.09 feet with a central angle of 70°33'49");
thence South 70°49'22" West 143.89 feet;
thence Southwesterly 14.61 feet along the arc of a 112.50 foot radius curve to the right (center bears North 19°10'38" West and the chord bears South 74°32'35" West 14.60 feet with a central angle of 07°26'26");
thence Northwesterly 8.89 feet along the arc of a 5.00 foot radius curve to the right (center bears North 11°44'12" West and the chord bears North 50°49'17" West 7.76 feet with a central angle of 101°49'49");
thence Northerly 0.78 feet along the arc of a 612.50 foot radius curve to the right (center bears South 89°54'23" East and the chord bears North 00°07'49" East 0.78 feet with a central angle of 00°04'24");
thence North 00°10'01" East 338.39 feet;
thence Northeasterly 21.44 feet along the arc of a 15.00 foot radius curve to the right (center bears South 89°49'59" East and the chord bears North 41°07'10" East 19.66 feet with a central angle of 81°54'18");
thence North 82°04'19" East 33.65 feet;
thence Northeasterly 83.06 feet along the arc of a 237.50 foot radius curve to the left (center bears North 07°55'41" West and the chord bears North 72°03'10" East 82.64 feet with a central angle of 20°02'19");
thence Southeasterly 12.48 feet along the arc of a 7.00 foot radius curve to the right (center bears South 27°58'00" East and the chord bears South 66°53'02" East 10.89 feet with a central angle of 102°09'56") to the point of beginning.

Contains 1,979 Square Feet or 0.045 Acres



PROJECT NUMBER 11960C
 PRINT DATE 2024-07-08
 PROJECT MANAGER RQE
 DESIGNED BY KFW

1 OF 1

**MT RAINIER AT OLYMPIA
 PHASE 1**
 6400 WEST 12700 SOUTH
 HERRIMAN, UTAH
 PRIVATE TELECOMMUNICATION EASEMENT (PTE) EXHIBIT

ENSGN
 THE STANDARD IN ENGINEERING

SANDY
 45 W 10000 S, Suite 500
 Sandy, UT 84070
 Phone: 801.255.0529
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LAYTON Phone: 801.547.1100 TOOELE Phone: 435.643.3590 CEDAR CITY Phone: 435.865.1453 RICHFIELD Phone: 435.816.2083