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RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Atlas Tower 1, LLC
Leasing Administration
3002 Bluff St., Suite 300
Boulder CO 80302



ENT 9121:2024 PG 1 of 15
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Feb 14 10:16 AM FEE 40.00 BY AR
RECORDED FOR ATLAS TOWER 1 LLC

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE GRANT OF
EASEMENT

GRANT OF PERMANENT EASEMENT AND ASSIGNMENT OF LEASE

| | |
|----------------------|---|
| Facility: | Eagle Mountain Utah |
| Street Address: | North Lake Mountain Road, Eagle Mountain, Utah 50 feet x 50 feet, measuring 2500 sq. feet of Parcel No. 59:007:0077 |
| City: County: State: | Eagle Mountain City, Utah County Utah |

Between

Atlas Tower 1, LLC,
a Colorado limited liability company, Grantee

And

CEDAR CORNERS MANAGEMENT LLC,
Grantor

GRANT OF PERMANENT EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT

OF LEASE (the "Easement") is made this _____ day January 2024 by and between CEDAR CORNERS MANAGEMENT LLC ("Grantor") and Atlas Tower 1, LLC ("Grantee").

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in County of Utah, State of Utah, by grant or conveyance described in the Public Records of Utah County, Utah Parcel Number 59:007:0077, the description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the actual consideration paid or to be paid in connection with this Easement being Ten Dollars (\$10.00) and other considerations, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto Grantee, its successors and assigns, forever, an exclusive, perpetual easement for the use of a portion of Grantor's Property, that portion being described as a 50 feet x 50 feet, measuring 2500 sq. feet square foot parcel within Grantor's Premises (the "Easement Area"), as such Easement Area is more particularly shown in the Site Plan attached hereto as Exhibit "B". The duration of the Easements granted herein (the "Term") shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee's recordation of any such notice. Grantor may not terminate this Agreement. The Grantor also grants to Grantee, its successors and assigns as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a thirty foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires fiber poles cables, conduits and pipes (the "Access Easement") as is more particularly shown in the Site Plan attached hereto as Exhibit "B" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). In the event any public utility is unable or unwilling to use the above-described Access Easement, Grantor hereby agrees to grant an additional right-of-way, in form satisfactory to Grantee, either to Grantee or directly to the public utility or fiber provider at no cost and in a location acceptable to either Grantee or the public utility or fiber provider (the "Revised Access Easement"). For any such Revised Access Easement to be effective, such easement shall be recorded among the public records of Utah County, Utah. Also, Grantor hereby grants to Grantee, its successors and assigns a non- exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in Grantee's discretion, for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below), and Grantee shall restore such portion of Grantor's Property to its original condition after its use of the construction and maintenance easement.

3. **Easement Area.** The Easement Area shall be used for constructing, maintaining and operating a communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment (including utility wires, poles, fiber optics, cables, conduits and pipes) and uses incidental thereto for Grantee's use and the use of its lessees, licensees and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that Grantee's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by Grantee on the Easement Area. If requested by Grantee, Grantor will execute, at Grantee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Grantee in Grantee's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by Grantee. In furtherance of the foregoing, Grantor hereby appoints Grantee as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.
4. **Rule Against Perpetuities.** If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limit the time during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.
5. **Grantee's Right to Terminate.** Grantee shall have the unilateral right to terminate this Easement for any reason. Said termination shall be effective upon Grantee providing written notice of termination to Grantor. Upon termination of this Easement, this Easement shall become null and void and all of the parties shall have no further obligations to each other. Upon termination of this Easement, Grantee shall, within a reasonable time, remove its building(s), tower and all above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear excepted.
6. **Hazardous Substances and Hazardous Wastes.**
 - a. Grantee shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances

or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantee shall indemnify and hold Grantor harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on the Easement Area if caused by Grantee or persons acting under Grantee. Grantee shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning Grantee's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes within the Easement Area.

- b. Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Substances or Hazardous Wastes in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold Grantee harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) from the presence or release of any Hazardous Substances or Hazardous Wastes on Grantor's Premises unless caused by Grantee or persons acting under Grantee. Grantor shall execute such affidavits, representations and the like from time to time as Grantee may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Substances or Hazardous Wastes on Grantor's Property.
 - c. For purposes of this Easement, the term "Hazardous Substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated pursuant thereto, and as used to define "Hazardous Wastes" in the Resource Conservation and Recovery Act, 42 U. S. C. §§ 6901 et seq., and any regulations promulgated thereto.
7. **Insurance.** At all times, Grantee, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of Grantee's business upon the Easement Area.
 8. **Security of Communications Facilities.** Grantee may construct a chain link or comparable fence around the perimeter of the wireless communications facilities.
 9. **Removal of Obstructions.** Grantee has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to Grantee's use of the Easement Area. Grantee shall be responsible for disposing of any materials related to the removal of obstructions.
 10. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain Lease

Agreement (the "Lease"), dated on or about June 12, 2021, by and between Grantor and Atlas Tower I, LLC. Upon the execution and recording of the Easement in the Real Property Records of Utah County, Utah, Grantor hereby assigns to Grantee all of Grantor's right, title and interest in the Lease within the Easement Area. Grantor hereby assigns to Grantee all of Grantor's and the lessor's rights, title and interests in the Lease, including but not limited to, the right to amend the Lease: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by Grantee.

11. **Right of First Refusal.** If Grantor elects to sell all or any portion of the Easement Area, whether separate or as part of a larger parcel of property, Grantee shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer excluding those terms which are not imposed in good faith or which are designed to defeat Grantee's right of first refusal. If Grantee fails to meet such bona fide offer within thirty days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the offer, which sale shall be under and subject to this Easement and Grantee's rights hereunder. If Grantee fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and Grantee's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent offer to purchase the Easement Area, whether separate or as part of a larger parcel of property.
12. **Real Estate Taxes.** Grantor shall pay all real estate taxes on Grantor's Property; provided Grantee agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the improvements constructed by Grantee. Grantor agrees to provide Grantee any documentation evidencing the increase and how such increase is attributable to Grantee's use. Grantee reserves the right to challenge any such assessment, and Grantor agrees to cooperate with Grantee in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, Grantee may, at its option, pay such real estate taxes (the "Delinquent Taxes") and Grantee shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of the lesser of 10% per annum or the maximum allowed by law (calculated from the date Grantee pays the Delinquent Taxes until Grantor repays such sums due to Grantee) and shall have a lien against Grantor's Property with respect thereto.
13. **Waiver of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.
14. **Enforcement.** In the event Grantor fails to cure any violation of the terms of this

Easement within ten (10) days after written notice from Grantee, Grantee shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in Grantee's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by Grantee as a result of such violation (including, without limitation, Grantee's reasonable attorneys' fees. All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

15. **Limitation on Damages.** In no event shall Grantee be liable to Grantor for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement, the Permitted Use or the Easement Area.
16. **Recording.** Grantor acknowledges that Grantee intends to record this Easement with the appropriate recording officer upon execution of this Easement.
17. **Hold Harmless.** Each party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Easement Area (or the Grantor's Property of which the Easement Area is a part) by the other party, its servants or agents, excepting, however, such claims or damages as may be due to or caused by the acts of the other party, its servants or agents. In addition, Grantor shall indemnify and hold Grantee harmless against any claim brought by Lessee under the Lease related to Grantor's obligations to indemnify or hold Lessee harmless pursuant to the terms thereof, together with any loss or expenses incurred by Grantee, including Grantee's attorney's fees.
18. **Grantor's Covenant of Title.** Grantor covenants: (a) Grantor is seized of fee simple title to the Grantor's Property of which the Easement Area is a part and has the right and authority to grant this Easement; (b) that this Easement is and shall be free and clear of all liens, claims, encumbrances and rights of third parties of any kind whatsoever; (c) subject to the terms and conditions of this Easement, Grantee shall have quiet possession, use and enjoyment of the Easement Area; (d) there are no aspects of title that might interfere with or be adverse to Grantee's interests in and intended use of the Easement Area; and (e) that Grantor shall execute such further assurances thereof as may be required.
19. **Non-Interference.** From and after the date hereof and continuing until this Easement is terminated (if ever), Grantee and its lessees, licensees, and/or sub-easement holders shall have the exclusive right to construct, install and operate communications facilities that emit radio frequencies on Grantor's Property. Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than the communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes

with Grantee's Permitted Use. Each of the covenants made by Grantor in this Section 19 is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner of any portion of Grantor's Property and upon each person having any interest therein derived through any owner thereof.

20. **Eminent Domain**. If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the Grantee.
21. **Entire Agreement**. Grantor and Grantee agree that this Easement contains all of the agreements, promises and understandings between Grantor and Grantee. No verbal or oral agreements, promises or understandings shall be binding upon either Grantor or Grantee in any dispute, controversy or proceeding at law. Any addition, variation or modification to this Easement shall be void and ineffective unless made in writing and signed by the parties hereto.
22. **Construction of Document**. Grantor and Grantee acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party.
23. **Applicable Law**. This Grant of Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement Area is located. The parties agree that the venue for any litigation regarding this Easement shall be in the County/Parish of the State/Commonwealth in which the Easement Area is located.
24. **Notices**. All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:
- Atlas Tower 1, LLC
Leasing Administration
3002 Bluff St., Suite 300
Boulder CO 80302
- CEDAR CORNERS MANAGEMENT LLC
947 S 500 E
Suite 300
American Fork, Utah 84003
25. **Assignment**. The parties hereto expressly intend that the easements granted herein

shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. Grantee has the right, within its sole discretion and without consent, to sell, assign, lease, convey, lease, license, mortgage, or encumber any of its interest in the Easement Area. In addition, Grantee has the right, within its sole discretion and without consent, to grant sub- easements over any portion of the Easement Area. Any such sale, assignment, lease, license, mortgage, conveyance, sub-easement or encumbrance shall be binding upon the successors, assigns, heirs and legal representatives of the respective parties hereto. An assignment of this Easement shall be effective upon Grantee sending written notice thereof to Grantor at Grantor's mailing address stated above and shall relieve Grantee from any further liability or obligation accruing hereunder on or after the date of the assignment.

26. **Partial Invalidity; Severability.** Should any part or provision of this Easement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or provision shall not invalidate the remaining portions of the Easement, and they shall remain in full force and effect and this Easement shall be construed as if such part or provision had been so limited or as if such provision had not been included herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the parties shall execute a reasonably acceptable ground lease between Grantor, as landlord, and Grantee, as tenant (with the exclusive Easement Area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth herein. The parties agree that no additional consideration shall be paid to Grantor for entering into such a lease and said lease must (a) expressly provide that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the leased premises or to permit sublessees or licensees to utilize the non-exclusive easement for access and utilities,(b) be for a term of ninety-nine (99) years, or as long as permitted by applicable law.
27. **Mortgages.** This Easement shall be subordinate to any mortgage given by Grantor which currently encumbers Grantor's Property including the Easement Area, provided that any mortgagee holding such a mortgage shall recognize the validity of this Easement in the event of foreclosure of Grantor's interest and Grantee's rights under this Easement. In the event that the Easement Area is or shall be encumbered by such a mortgage, Grantor shall obtain and furnish to Grantee a non- disturbance agreement for each such mortgage, in recordable form.
28. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants

and agrees that it shall not subdivide the Grantor's Property if any such subdivision will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects Grantee's ability to utilize Grantor's Property for its intended purposes. Grantor shall not initiate or consent to any change in the zoning of Grantor's Property or any property of Grantor contiguous to, surrounding, or in the vicinity of Grantor's Property, or impose or consent to any other restriction that would prevent or limit Grantee from using the Easement Area for the uses intended by Grantee.

29. **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of Grantee and its successors and assigns and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto and upon each person having any interest therein derived through any owner thereof. Any sale, mortgage, lease or other conveyance of Grantor's Property shall be under and subject to this Easement and Grantee's rights hereunder.
30. **Construction of Easement.** The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. Whenever the singular is used, the same shall include the plural and vice versa and words of any gender shall include the other gender. As used herein, "including" shall mean "including, without limitation." This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.
31. **Additional Customers.** It is the intent of the Parties to encourage the addition to the Property of Customers throughout and after the term hereof. Grantor hereby irrevocably constitutes and appoints Grantee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution to negotiate and consummate leases, licenses and/or other agreements of use with Customers and all rights and remedies of Grantor under the Lease. Grantor ratifies and acknowledges the right of Grantee to enter into such agreements, and the Property and Grantor shall be bound by such agreements throughout and after the termination of this Agreement for any reason. Grantor acknowledges that all such agreements entered into by Grantee shall survive the termination of this Agreement for any reason. Grantor agrees that it shall not, directly or indirectly, divert or solicit the business of any of Grantee's Customers on behalf of itself or on behalf of any third party.
32. **Relocation; Temporary Relocation.** NA
33. **Cooperation by Grantor.** From time to time hereafter, (a) Grantor shall promptly furnish to Grantee such information (including documents and records in Grantor's possession, custody or control) regarding Grantor's ownership of the Property or Facilities as Grantee reasonably requests; (b) Grantor shall provide access to the Property and Facilities (to the extent not prohibited by the Lease) for the purpose of Grantee's inspection of the Property and Facilities and improvements thereon, and such other

purposes as Grantee reasonably deems appropriate; and (c) Grantor shall promptly execute any confirmatory or related documents, easements, agreements or applications relating to the Property, Facilities, improvements or installations thereon to the extent that the same are necessary, required or advisable and/or requested by a tenant, any governmental authority or Grantee, its stockholders, members, partners, affiliates or lenders. Grantor shall deliver to Grantee a copy of any written communication that Grantor delivers to a tenant at the same time and in the same manner that such communication is delivered by Grantor to a tenant. Grantor shall promptly deliver to Grantee a copy of any written communication that Grantor receives from a tenant or any other person relating to the Lease. Grantor shall keep Grantee reasonably informed of any other communications between Grantor, on the one hand, and a tenant, on the other hand, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease or the Property.

34. **Maintenance and Access.** Grantor agrees to be solely responsible for the maintenance of the Property, including without limitation its roof or any other portion of the building. Grantor agrees to provide Grantee and its Customers access to and from the Easements and all other space in the, building consistent with the grant of the Easements set forth in Section I above, twenty-four (24) hours a day, seven (7) days a week.

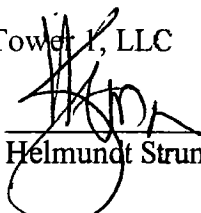
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IN WITNESS WHEREOF, Grantor and Grantee, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

GRANTEE:

Atlas Tower 1, LLC

By:


Helmundt Strumpher, COO

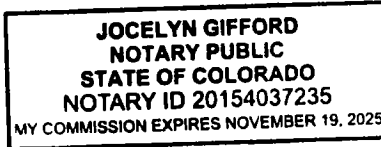
State of Colorado
County of Boulder

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Helmundt Strumpher, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the COO of Atlas Tower 1, LLC and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 26 day of Jan., 2024


Notary Public

My Commission Expires:
Nov. 19, 2025



[Grantor's Signature and Acknowledgement appears on the following page.]

GRANTOR:

CEDAR CORNERS MANAGEMENT LLC

By: [Signature]

Its: manager, Heath Johnston

State of Utah
County of Utah

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Heath Johnston, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the manager of CEDAR CORNERS MANAGEMENT LLC and that he executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer.

Witness my hand, at office, this 8th day of January 2024.

[Signature]
Notary Public

My Commission Expires:
6/13/2027

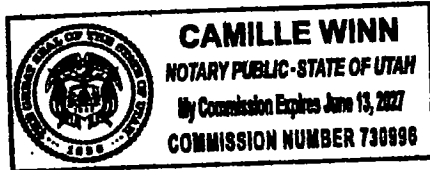


EXHIBIT A

GRANTOR'S PROPERTY

Commencing at the North quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian; thence South $89^{\circ}25'56''$ East 675.95 feet; thence along a curve to the right (chord bears South $04^{\circ}59'14''$ West 182.22 feet, radius 3832.66 feet); thence along a curve to the right (chord bears South $02^{\circ}54'33''$ West 78.24 feet, radius = 3131.00 feet); thence along a curve to the left (chord bears South $02^{\circ}34'32''$ East 520.81 feet, radius = 3131.00 feet); thence South $07^{\circ}20'53''$ East 248.49 feet; thence along a curve to the left (chord bears South $14^{\circ}36'03''$ East 297.59 feet, radius = 1178.63 feet); thence South $21^{\circ}51'15''$ East 18.42 feet; thence North $89^{\circ}32'04''$ West 799.73 feet; thence North $00^{\circ}16'52''$ East 1331.69 feet to the point of beginning. Less and excepting therefrom that land described in that certain Scrivener's Affidavit recorded June 24, 2009 as Entry No. 69973:2009 in the Utah County Recorder's office, further described as a parcel of land situated in the Northwest Quarter of the Northeast Quarter of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, County of Utah, State of Utah, being more particularly described as follows:

Commencing at the North Quarter corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, a found brass cap, running thence South $89^{\circ}25'51''$ East a distance of 406.76 feet and South $00^{\circ}34'09''$ West a distance of 1082.60 feet to the true point of beginning; thence along the parcel boundary the following (5) five courses: 1. South $89^{\circ}32'04''$ East a distance of 324.00 feet to the beginning of a curve to the left; 2. having a radius of 1178.63 feet (chord bears South $15^{\circ}57'56''$ East a distance of 241.16 feet), thence along the arc of said curve a distance of 241.58 feet; 3. South $21^{\circ}51'15''$ East a distance of 18.42 feet to a point on the north line of the Land Design Group; 4. North $89^{\circ}32'04''$ West along said north line a distance of 409.80 feet; 5. North $02^{\circ}54'29''$ East a distance of 248.58 feet to the point of beginning, said point lies South $65^{\circ}04'31''$ West a distance of 2515.25 feet from the Northeast corner of Section 7, Township 6 South, Range 1 West, Salt Lake Base and Meridian, a found monument.

EXHIBIT B-SITE PLAN

