

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO;

AJ Fireside Park City LLC  
c/o Holland & Hart LLP  
Attention: Matt Kim-Miller  
645 South Cache Street, Suite 100  
P. O. Box 68  
Jackson, WY 83001

Ent 507464 Bk 1375 Pg 1611 - 1638  
MARCY M. MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
2021 Sep 16 09:52AM Fee: \$206.00 TC  
For: Cottonwood Title Insurance Agency, In  
ELECTRONICALLY RECORDED

CTA # 147219-WTF

## INFRASTRUCTURE REIMBURSEMENT AGREEMENT

### Covers the following tax ID Numbers:

00-0007-6864, 00-0007-6872, 00-0007-6880, 00-0007-6898, 00-0007-7193, 00-0013-9027,  
00-0015-5338, 00-0015-9231, 00-0016-2649, 00-0016-4108, 00-0020-2698, 00-0020-4218,  
00-0020-4219, 00-0020-6259, 00-0020-6260, 00-0020-6338, 00-0020-6340, 00-0020-7784,  
00-0020-9040, 00-0020-9370, 00-0020-9371, 00-0020-9572, 00-0021-0644, 00-0021-0645,  
00-0021-5550, 00-0021-5551, 00-0020-9372, 00-0021-5554, 00-0021-5559, 00-0014-6295,  
00-0020-6261, 00-0020-6262, 00-0020-6263, 00-0020-6264, 00-0020-6265, 00-0020-6266,  
00-0020-6267, 00-0020-6268, 00-0020-6269, 00-0020-6270, 00-0020-6271, 00-0020-6272,  
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00-0020-6309, 00-0020-6310, 00-0020-6311, 00-0020-6312, 00-0020-6313, 00-0020-6314,  
00-0020-6315, 00-0020-6316, 00-0020-6317, 00-0020-6318, 00-0020-6319, 00-0020-6320,  
00-0020-6321, 00-0020-6322, 00-0020-6323, 00-0020-6324, 00-0020-6325, 00-0020-6326,  
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00-0020-6333, 00-0020-6334, 00-0021-5546, 00-0021-5547, 00-0021-5548, 00-0021-5549,  
00-0021-5552, 00-0021-5553, 00-0021-5555, 00-0021-5556, 00-0021-5557 and 00-0021-5558

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AJ Fireside Park City LLC  
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Attention: Matt Kim-Miller  
645 South Cache Street, Suite 100  
P.O. Box 68  
Jackson, WY 83001

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*(Space above this line for Recorder's use only)*

### **INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT (the "**Agreement**") is made and entered into by and between AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company ("**AJ Fireside**"), and BENLOCH CPC, LLC, a Utah limited liability company ("**Cache**"). Cache and AJ Fireside may each be referred to as a "**Party**", and collectively, the "**Parties**."

A. AJ Fireside is the owner of that certain real property located in Wasatch County, State of Utah, more particularly described in Exhibit A attached hereto (the "**AJ Fireside Property**").

B. Contemporaneously herewith, AJ Fireside is conveying to Cache that certain real property located in Wasatch County, State of Utah, more particularly described in Exhibit B attached hereto (the "**Cache Property**"). The AJ Fireside Property and Cache Property may each be referred to as a "**Property**", and collectively, the "**Properties**."

C. All or portions of the Properties are subject to some or all of the County Approvals (as defined below).

D. In connection with the conveyance of the Cache Property to Cache from AJ Fireside, and in order to facilitate the orderly and efficient development of the Properties in accordance with the County Approvals, AJ Fireside and Cache wish to enter into an arrangement for the purpose of creating certain easement rights over the Cache Property, providing for the coordinated construction of certain Project Improvements (as defined below) on the Cache Property, and for the fair allocation of the costs associated with such improvements.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AJ Fireside and Cache agree as follows:

**ARTICLE I. DEFINITIONS; INTERPRETATION.**

1.01 **Definitions.** The terms used in this Agreement shall generally be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below, and shall incorporate the concepts set forth in each definition.

- (a) “**Agreement**” has the meaning set forth in the introductory paragraph hereof.
- (b) “**AJ Fireside Property**” has the meaning set forth in the Recitals.
- (c) “**AJ Fireside**” has the meaning set forth in the introductory paragraph hereof.
- (d) “**Beneficiary**” means a beneficiary, mortgagee, or holder of a Deed of Trust, and/or the assignee of such beneficiary, mortgagee, or holder.
- (e) “**Benloch Ranch Development Agreement**” means that certain Benloch Ranch Development Agreement dated June 4, 2020, by and between AJ Fireside and the County.
- (f) “**Business Day**” means any day other than a Saturday, Sunday, or day that is a legal holiday under the laws of the State of Utah or is a day on which banking institutions located in the State of Utah are authorized or required by law or other governmental action to close.
- (g) “**Cache Property**” has the meaning set forth in the Recitals.
- (h) “**Cache**” has the meaning set forth in the introductory paragraph hereof.
- (i) “**Closing**” has the meaning set forth in Section 2.5(b) hereof.
- (j) “**Costs**” means all previously approved, reasonable, actual, documented out-of-pocket costs and expenses, with no markup by AJ Fireside, incurred in connection with the construction, installation, repair, and/or performance of the Work and the Project Improvements hereunder, including, without limitation, all bond premiums paid in connection with the Work and Project Improvements, and all plan check, permit and other fees and costs incurred in connection with obtaining the necessary permits and approvals to undertake the Work.
- (k) “**County Approvals**” means, collectively, the Benloch Ranch Development Agreement, Entitlement Agreement, the Previously Approved Master Plans, the Project Master Plan, and the Preliminary Plan.
- (l) “**County Council**” means the Wasatch County Council.
- (m) “**County**” means the Wasatch County, a political subdivision of the State of Utah.
- (n) “**Easement Area**” means the Cache Property.

- (o) **“Effective Date”** means the date that a fully executed original of this Agreement is recorded in the Wasatch County Recorder’s Office.
- (p) **“Entitlement Agreement”** means, as at any time amended, that certain Entitlement Agreement for Aspens, Christensen and Cummings Developments, with an effective date of August 17, 2016, by and between the County, Jordanelle Special Service District, a body corporate and politic, and Jordanelle Special Service District Special Improvement District No. 2005-2, a Utah improvement district, and other Parties thereto, recorded in the Official Records of the Wasatch County Recorder on October 12, 2016 as Entry No. 429994.
- (q) **“Lot”** means a lot within the Cache Property.
- (r) **“Master Declaration”** means the Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Benloch Ranch entered into by AJ Fireside, as the same may be amended from time to time.
- (s) **“Preliminary Plan”** means that certain preliminary plan for the Properties approved by the County Council on June 19, 2019.
- (t) **“Previously Approved Master Plans”** means those certain previously approved masterplans for the Properties as described in the Benloch Ranch Development Agreement.
- (u) **“Project Improvements”** shall mean all infrastructure improvements intended for public or private use and located within the boundaries of the Project, including but not limited to any proposed sewer lines, water lines, roads, electricity, gas, telephone, detention basins, curb and gutter, trails, recreational facilities, ponds, pathways, Open Space, landscaping and hardscaping.
- (v) **“Project Master Plan”** means that certain master plan for the Properties approved by the County Council on June 19, 2019, as at any time amended.
- (w) **“Project”** shall mean the Property and the development on the Property which is the subject of the Benloch Ranch Development Agreement and the Entitlement Agreement, including all Phases or plats regularly approved by the County and any ancillary and additional improvements or endeavors incident to the development of the Project.
- (x) **“Reimbursement Amount”** has the meaning set forth in Section 2.5(b) below.
- (y) **“Reimbursement Deed of Trust”** means that certain Deed of Trust executed by Cache for the benefit of AJ Fireside to secure the Cache’s reimbursement obligations under this Agreement.

- (z) **“Scope of the Easement”** means (i) community drainage (including, without limitation, the drainage of storm water flows, diffused surface water, and directed storm water), including drainage off the AJ Fireside Property, in both its natural state and as now or hereafter developed in accordance with applicable law and all development entitlements and approvals issued by applicable governmental authorities, including, without limitation, the County Approvals, (ii) the construction, installation, use and enjoyment, repair, replacement, and maintenance of the Work and the Project Improvements; and (iii) such access as may be necessary to enjoy the foregoing rights.
- (aa) **“Sundance Bay”** means, collectively, (i) SDP REIT, LLC, a Delaware limited liability company and its successors, transferees, and assigns, and (ii) SDP FINANCIAL 2020, LP, a Delaware limited partnership and its successors, transferees, and assigns.
- (bb) **“Work”** means the provision of all labor, materials, supplies, equipment, services, permitting, required inspections and testing, approvals for completing the Project and Project Improvements, all in accordance with the Project Master Plan.

1.02 **References.** All references to Exhibits or Schedules refer to Exhibits or Schedules, as applicable, attached to this Agreement and all such Exhibits and Schedules are incorporated herein by reference. The words “this Agreement,” “herein,” “hereof,” “hereto,” “hereinafter” and words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision of this Agreement.

1.03 **Other Usages.** When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural and the masculine shall include the feminine and the neuter and vice versa. The use in this Agreement of the term “including” and related terms such as “include” shall in all cases mean “without limitation.” The words “will” and “shall” have the same meaning.

1.04 **Headings.** The various headings of this Agreement are included for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

1.05 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described herein, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is not a Business Day, in which event the period shall run until the end of the next day which is a Business Day. Unless otherwise expressly provided herein, the last day of any period of time described herein shall be deemed to end at 5:00 p.m., Utah time.

## **ARTICLE II. GRANT OF EASEMENTS; PERFORMANCE OF THE WORK.**

2.01 **Grant of Easements.** Cache hereby grants to AJ Fireside, for the benefit of the AJ Fireside Property solely to the extent of the Scope of the Easement, the execution of the Work and completion of the Project Improvements, a perpetual, non-exclusive easement over, across, and under the Easement Area. To the extent of any conflict between the Scope of the Easement

contained herein and the easements for the benefit of AJ Fireside as the Declarant pursuant to the Master Declaration, the more expansive rights provided to AJ Fireside shall apply.

2.02 **No Obligation; Generally.** AJ Fireside and Cache hereby agree that AJ Fireside shall have the right, but not obligation, to make any of the Project Improvements on, to or through the Cache Property in accordance with this Agreement. AJ Fireside shall perform and complete the Work in a good and workmanlike manner, using quality materials and properly licensed and bonded contractors. In addition, AJ Fireside shall perform the Work, if any, in compliance with all applicable laws and development approvals and entitlements (including, without limitation, the County Approvals), and substantially in accordance with the approved Project Master Plan. AJ Fireside will ensure that no mechanic liens for Work performed will be recorded against the Cache Property. For the avoidance of doubt, AJ Fireside shall have no obligation to make any Project Improvements on, through or to the Cache Property, and Cache's reimbursement obligations under Section 2.5 shall only apply to the extent AJ Fireside makes or has made any Project Improvements to the Cache Property.

2.03 **Construction.** At least seven (7) days before AJ Fireside begins construction and installation of any portion of the Project Improvements or otherwise begins Work on the Cache Property, AJ Fireside shall deliver to Cache a written notice of its intent to proceed with such Work and generally described the work to be performed and provide an estimated budget for such improvements (each a "**Work Notice**"). A Work Notice may be sent via email to such email address(es) specified by Cache. Upon receipt of such Work Notice, all improvements and costs associated therewith must be approved by Cache within five (5) business days or object to such improvements. Failure to object to any improvements and the estimated costs set forth in a Work Notice within five (5) business days shall constitute its deemed consent to such improvements and costs. All Work shall be done in a first-class manner consistent with the reasonable commercial specifications, any regulatory specifications and the requirements contained in the Master Declaration, the Development Agreement, the Development Standards and any other County or Declarant requirement for the Project. Cache shall have the right to visually inspect the Work from time to time, provided that such inspection does not interfere with the progress of the Work and so long as the contractors are not required to remove or tear out any improvements to inspect the Work.

Subject to the foregoing paragraphs, Cache and AJ Fireside acknowledge and agree that AJ Fireside shall be solely responsible for and shall have complete control of, charge over, responsibility for and liability related to timing and sequencing, and construction means, methods, techniques, and procedures in connection with performance of any Work; provided, however, all such expenditures made by AJ Fireside in connection with the Work shall be at market rates.

2.04 **Maintenance.**

(a) **Maintenance.** Following the completion of any Work by AJ Fireside, Cache shall be responsible to maintain, repair, and replace the Work in the Easement Area in a first-class manner consistent with the requirements contained in the Master Declaration, the Development Agreement, the Development Standards and any other County or Declarant requirements for the Project.

2.05 **Payment for the Work.**

(a) **Obligation for Costs.** In the course of undertaking and completing the Work and the Project Improvements, if at all, AJ Fireside may advance all funds necessary to pay the Costs. Notwithstanding the foregoing, ultimate financial responsibility for all Costs incurred by AJ Fireside for the Work and Project Improvements relating to the Cache Property shall be borne solely by Cache, and Cache shall reimburse AJ Fireside for Cache's proportional share of all approved Costs as provided in Section 2.5(b) and (c) below.

(b) **Reimbursement of Costs.** No later than fifteen (15) days before the requested time for payment, AJ Fireside shall submit to Cache (with a copy to Sundance Bay), a payment request to cover payment of certain Costs of Work to be reimbursed pursuant to this Agreement (such amount, the "**Reimbursement Amount**"). Within fifteen (15) days following submission of a payment request, Cache shall pay to AJ Fireside (or shall cause Sundance Bay to pay to AJ Fireside directly) the Reimbursement Amount, in immediately available funds. In the event Cache is unable to pay AJ Fireside the Reimbursement Amount in a timely manner as provided for herein, such amount shall be added to the amount owed to AJ Fireside, which amount is secured by the Reimbursement Deed of Trust, and shall be paid by Cache to AJ Fireside at the closing of any sale of the Cache Property or any Lot (each, a "**Closing**") or as otherwise provided for in the Reimbursement Deed of Trust. The payment of a Reimbursement Amount shall be subject to the Intercreditor Agreement between AJ Fireside and Sundance Bay.

(c) **Reimbursement Amount.** Notwithstanding anything herein to the contrary, the Reimbursement Amount shall consist of the actual cost per linear foot of utilities and other improvements brought to or through the Cache Property; actual cost per linear foot of roads brought to or through the Cache Property; and all actual Costs for ponds, common areas, water, pathways, and similar landscaping and hardscaping enhancements to the Cache Property and shall in no case include any Costs associated with any improvements on or related to any Property that is not the Cache Property.

2.06 **Covenants Regarding Construction.** AJ Fireside and Cache hereby covenant with one another as follows:

(a) **Insurance.** During the period in which AJ Fireside is performing any Work, AJ Fireside shall maintain and carry, at its sole expense, commercial general liability insurance, on an occurrence form, adequate to protect the interest of the Parties to this Agreement, which shall name Cache as an additional insured, and which shall be the primary liability insurance for all claims or liabilities arising from, or incidental to, this Agreement and the Work.

(b) **Efforts to Lower Costs.** In each instance in this Agreement where a Cost, is to be incurred, the Parties shall use good faith efforts to keep such Cost to a reasonable minimum consistent with good development practices and the timing requirements expressed in this Agreement.

(c) **Protection Against Mechanics' Liens.** Without in any way lessening Cache's obligations for or AJ Fireside's rights to reimbursement under Section 2.5, while pursuing the Work, AJ Fireside agrees that it shall pay when due, all Costs, and shall indemnify, defend and

hold harmless Cache from any mechanics' liens, actions or liabilities arising from non-payment of such Costs for Work engaged at the express direction of AJ Fireside. In the event AJ Fireside shall have a bona fide dispute with the architect, engineer, contractor or other person or entity performing the Work, AJ Fireside may withhold payment pending resolution of such dispute, and may engage counsel and undertake such action as is reasonably necessary to resolve such dispute at the earliest possible date, and all costs reasonably incurred in resolving such dispute shall be a reimbursable Cost so long as AJ Fireside has acted in good faith in resolving such dispute. If, by reason of the withholding of any payment pending resolution of a bona fide dispute, any mechanics' liens are filed against the Cache Property, AJ Fireside shall, upon written demand of Cache, post such surety bond as is necessary to release such mechanics' lien(s) from the Cache Property.

(d) **Unreasonable Interference.** AJ Fireside shall perform the work hereunder in a manner so as to avoid unreasonably interfering with the use and enjoyment of the Cache Property; provided, however, that Cache acknowledges and accepts that during the construction, improvement, maintenance, and repair of the Project Improvements and the Work, certain adverse impacts such as noise, odor, dust, and interference with access (but not elimination of access) are unavoidable.

**ARTICLE III. RESERVED.**

**ARTICLE IV. LENDER PROTECTION.**

4.01 **Generally.** This Agreement shall not prevent or limit in any manner the encumbrance of the AJ Fireside Property or the Cache Property by each respective owner, or any portion thereof or any improvement thereon, by one or more Deeds of Trust. The Beneficiary under any Deed of Trust shall be entitled to the following rights and privileges:

(a) Neither entering into this Agreement nor a breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Deed of Trust made in good faith and for value;

(b) A Beneficiary that has submitted a request in writing to AJ Fireside and Cache in the manner specified herein for giving notices, shall be entitled to receive written notification from Cache and AJ Fireside of any default under this Agreement;

(c) If Cache or AJ Fireside receives a request from a Beneficiary for a copy of any notice of default given by Cache or AJ Fireside under the terms of this Agreement, a copy of such notice shall be sent to the applicable Beneficiary within five (5) days of sending the notice of default to Cache or AJ Fireside, as the case may be, and such Beneficiary shall have the right, but not the obligation, to cure the default during the remaining cure period allowed to AJ Fireside or Cache, as applicable, under this Agreement, but in no event less than thirty (30) days from Beneficiary's receipt of such notice of default; and

(d) Any Beneficiary (or its affiliate) who comes into possession of the AJ Fireside Property or the Cache Property, or any part thereof, pursuant to foreclosure or deed in lieu of foreclosure of its Deed of Trust shall come into such possession subject to the terms of this Agreement.



4.02 **Certificate of Compliance.** Within ten (10) Business Days of the request therefore, AJ Fireside and Cache, as applicable, will execute and deliver to any requesting Beneficiary a certificate of compliance acknowledging that this Agreement is in full force and effect and no Party is in default hereunder. Failure to provide the requested certificate within such ten (10) business day period shall constitute a confirmation that this Agreement is in full force and effect and that neither Party is in default hereunder. Nothing herein or in any such certificate, however, shall be deemed to relieve any Party of its obligations under this Agreement or its liability for failure to perform its obligations under this Agreement.

#### **ARTICLE V. AMENDMENTS.**

5.01 This Agreement shall not be amended, in whole or in part, except by a joint written agreement of the Parties to this Agreement.

#### **ARTICLE VI. ASSIGNMENT; BINDING EFFECT; TERMINATION; PARTIAL RELEASE.**

6.01 The terms contained herein shall inure to the benefit of and bind all Parties hereto and their respective heirs, executors, administrators, successors and assigns subject to the following:

(a) The easements granted under this Agreement shall be easements appurtenant to the Properties. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the AJ Fireside Property and the Cache Property, and each covenant to do or refrain from doing some act hereunder with regard to development of the AJ Fireside Property and Cache Property, as applicable, (i) is for the benefit of and is a burden upon every portion of the AJ Fireside Property and Cache Property, as applicable, (ii) runs with the AJ Fireside Property and Cache Property, and each portion thereof, and (iii) is binding upon each Party and each successor in interest; and

(b) Notwithstanding any other provisions of this Agreement, Cache may not assign its obligations under this Agreement without the prior written consent of AJ Fireside. This Agreement may not be assigned by AJ Fireside without the prior written consent of Cache; provided, however, that consent to assignment to the owner of a neighboring phase of AJ Fireside Property will not be unreasonably withheld, delayed, or conditioned.

(c) This Agreement shall terminate with respect to both the Cache Property and the AJ Fireside Property, upon the recordation in the Wasatch County Recorder's Office of a notice, executed by Cache and AJ Fireside, of Cache's payment in full of the Reimbursement Amount.

(d) In the event of the sale of an individual Lot to a bona fide third-party consumer purchaser for value, provided that Cache is current on all Reimbursement Amounts and is otherwise not in default hereunder, AJ Fireside agrees to provide Cache with a partial release of this Agreement as to the individual Lot in recordable form.

**ARTICLE VII. DEFAULT.**

7.01 AJ Fireside or Cache, respectively, shall be in default hereunder in the event such Party fails to perform or comply with any obligation or agreement of such Party contained herein and such default shall continue for a period of thirty (30) days following notice from the non-defaulting Party; provided, however, that if such default is not of the type that could reasonably be cured within such thirty (30) day period, the defaulting Party shall have such additional time as may be necessary to complete such cure, provided the defaulting Party initiates its curative efforts within said thirty (30) day period and thereafter diligently pursues and completes such cure within a reasonable time. Notwithstanding the foregoing, the cure period for a default arising from the failure to pay any Reimbursement Amount shall only be five (5) days following written notice to Cache. Upon an event of default hereunder, each non-defaulting Party shall be entitled to exercise all rights and remedies available to such Party at law or in equity, all of which shall be cumulative, but shall not be entitled to recover any circumstantial, punitive, lost profits or any form of speculative damages, all of which are hereby waived expressly and knowingly by AJ Fireside and Cache, respectively, nor be entitled to rescind or otherwise terminate this Agreement.

**ARTICLE VIII. MISCELLANEOUS PROVISIONS.**

8.01 **Notices.** All notices required under this Agreement must be: (a) in writing; (b) signed by the Party giving notice; and (c) received by the other Party or the other party's agent no later than the applicable date referenced in this Agreement. The address to which notices to a recipient Party shall be sent shall be the address last provided by the recipient Party or, if no such address exists, to the address of such recipient Party at its portion of the AJ Fireside Property or Cache Property, as applicable, or, if no such address exists, to the last known address of such recipient Party. The initial addresses for notices under this Agreement are as follows and, if the Party so to be served is AJ Fireside, addressed to AJ Fireside as follows:

If to Cache:

Benloch CPC, LLC  
c/o Cache Private Capital Management, LLC  
2600 West Executive Parkway, Suite 120  
Lehi, Utah 84043

If to AJ Fireside:

AJ Fireside Park City LLC  
2780 N. Moose Wilson Road  
Wilson, WY 83014  
Attn: Jamie Mackay  
jamie@mackaydevelopments.com

With a copy to:

Carman Lehnhof Israelsen, LLP  
Attention: J. Martin Tate  
375 W. 200 S., Suite 225  
Salt Lake City, UT 84101

With a copy to:

Holland & Hart LLP  
Attention: Matt Kim-Miller  
645 South Cache Street, Suite 100,  
P.O. Box 68  
Jackson, WY 83001

Service of any such notice or demand so made by personal delivery, registered or certified mail, recognized overnight courier or facsimile transmission shall be deemed complete on the date of actual delivery as shown by the addressee's registry or certification receipt or, as to facsimile

transmissions, by “answer back confirmation” (provided that a copy of such notice or demand is delivered by any of the other methods provided above within one (1) Business Day following receipt of such facsimile transmission), as applicable, or at the expiration of the third (3rd) Business Day after the date of dispatch, whichever is earlier in time. Any Party hereto may from time to time, by notice in writing served upon the others as aforesaid, designate a different mailing address to which or a different person to whose attention all such notices or demands are thereafter to be addressed.

8.02 **Further Assurances.** In addition to the acts and deeds recited herein and contemplated to be performed, executed or delivered by the Parties, the Parties hereby agree to perform, execute and deliver, or cause to be performed, executed and delivered, any and all such further documents, instruments or acts as may be reasonably required in order to consummate fully the transactions contemplated hereunder.

8.03 **Attorneys’ Fees.** If any legal action or any arbitration or other proceeding is brought or if an attorney is retained for the enforcement of this Agreement or any portion thereof, or because of any alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the prevailing Party shall be entitled to recover from the other reimbursement for the reasonable fees of attorneys and other costs (including court costs and witness fees) incurred by it, in addition to any other relief to which it may be entitled. The term “prevailing Party” means the Party obtaining substantially the relief sought, whether by compromise, settlement or judgment.

8.04 **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties in respect to the subject matter hereof, and the Parties intend for the literal words of this Agreement to govern and for all prior negotiations, drafts, letters-of-intent (both binding and non-binding), and other extrinsic communications, whether oral or written, to have no significance or evidentiary effect. The Parties further intend that neither this Agreement nor any of its provisions may be changed, amended, discharged, waived or otherwise modified orally except only by an instrument in writing duly executed by the Party to be bound thereby. Each Party hereto acknowledges that this Agreement accurately reflect the agreements and understandings of the Parties hereto with respect to the subject matter hereof and hereby waive any claim against the other Party which such Party may now have or may hereafter acquire to the effect that the actual agreements and understandings of the Parties hereto with respect to the subject matter hereof may not be accurately set forth in this Agreement.

8.05 **Governing Law.** This Agreement shall be governed by the internal laws of the State of Utah.

8.06 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.07 **Partial Validity; Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not

be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.08 **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the Parties hereto and their respective permitted successors and assigns, and no third Party is intended to, or shall have, any rights hereunder.

8.09 **Joint Product of Parties.** This Agreement is the result of arms-length negotiations between the Parties to this Agreement, and their respective attorneys. Accordingly, no Party shall be deemed to be the author of this Agreement and this Agreement shall not be construed against any Party.

8.10 **Nature of Relationship.** It is specifically understood and agreed by and between the Parties hereto that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. No partnership, joint venture or other association of any kind is formed by this Agreement.

8.11 **Time.** Time is of the essence under this Agreement.

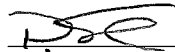
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Party is signing this Agreement as of the date of the notarization of such Party's signature, but in each case to be effective as of the Effective Date.

**CACHE:**

**BENLOCH CPC, LLC,**  
a Utah limited liability company

By: Cache Private Capital Management, LLC  
Its: Manager



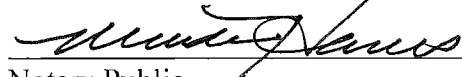
By: Sean Clark  
Its: Manager



By: Kellen Jones  
Its: Manager

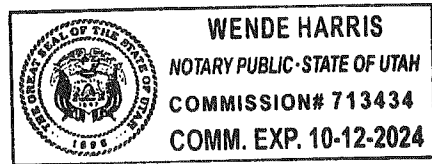
STATE OF UTAH            )  
  )§  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me, a notary public, on this 13th day of September, 2021, by Sean Clark, Manager of CACHE PRIVATE CAPITAL MANAGEMENT, LLC, a Nevada limited liability company, Manager of BENLOCH CPC, LLC, a Utah limited liability company.



Notary Public  
Residing at: Salt Lake City, Utah

(Seal)



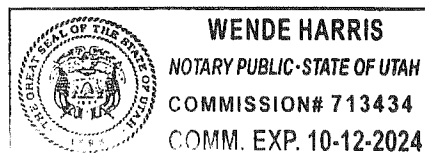
STATE OF UTAH            )  
  )§  
COUNTY OF SALT LAKE        )

The foregoing instrument was acknowledged before me, a notary public, on this 13th day of September, 2021, by Kellen Jones, Manager of CACHE PRIVATE CAPITAL MANAGEMENT, LLC, a Nevada limited liability company, Manager of BENLOCH CPC, LLC, a Utah limited liability company.




Notary Public  
Residing at: Salt Lake City, Utah

(Seal)



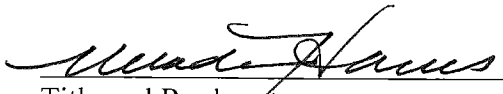
**AJ FIRESIDE:**

**AJ FIRESIDE PARK CITY LLC,**  
a Delaware limited liability company

By:   
Name: Jamie Mackay  
Title: President

STATE OF Utah )  
 )§  
COUNTY OF salt lake )

This instrument was acknowledged before me on this 10 day of september 2021, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company.

  
Title and Rank

(Seal)

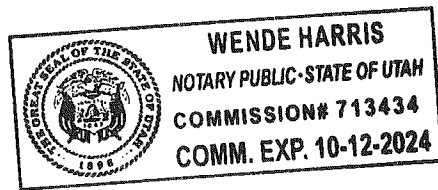


Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

**PARCEL 1:**

A PARCEL OF LAND LOCATED IN SECTIONS 1, 2, 3, 10, AND 11, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND SECTIONS 34 AND 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PIN FOUND IN A STONE MARKING THE NORTHEAST CORNER OF SAID SECTION 1; THENCE S01°18'39"E 2649.96 FEET TO A FOUND HOLE IN THE ROCK MARKING THE EAST QUARTER CORNER OF SAID SECTION 1; THENCE S01°29'16"E 2544.74 FEET TO A FOUND REBAR AND CAP MARKED RLS 7600; THENCE N89°51'47"W 466.72 FEET TO A FOUND REBAR AND CAP MARKED CORNERSTONE RLS 7600; THENCE S00°36'10"E 466.74 FEET; THENCE N89°51'52"W 2308.93 FEET TO A FOUND STONE MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°51'50"W 2654.37 FEET TO A FOUND 3" PVC PIPE MARKING THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE S00°06'39"E 1650.00 FEET TO A FOUND REBAR WITH NO CAP; THENCE S89°59'33"W 5283.73 FEET TO A FOUND REBAR WITH NO CAP; THENCE S00°10'22"E 976.48 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE EAST QUARTER CORNER OF SAID SECTION 10; THENCE S88°28'47"W 1311.18 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE S00°13'51"E 2604.55 FEET; THENCE N89°38'31"W 1321.78 FEET TO A FOUND REBAR AND CAP MARKED ALM ENG MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 10; THENCE N00°20'20"W 5249.30 FEET TO A FOUNDSTONE WITH AN X MARKING THE NORTH QUARTER CORNER OF SAID SECTION 10; THENCE N89°55'58"W 2456.71 FEET TO A FOUND REBAR AND CAP MARKED ALPINE; THENCE N00°03'54"E 2639.68 FEET; THENCE S89°57'09"E 2454.99 FEET; THENCE N00°01'40"E 2712.94 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 32; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWENTY SEVEN (27) COURSES: (1) S84°53'22"E 405.57 FEET; (2) S88°39'45"E 207.41 FEET; (3) S88°39'44"E 292.33 FEET TO A FOUND RIGHT OF WAY MONUMENT; (4) N72°15'28"E 209.92 FEET; (5) N76°15'04"E 224.59 FEET; (6) N76°18'19"E 786.00 FEET TO A FOUND RIGHT OF WAY MONUMENT; (7) N77°43'24"E 191.92 FEET; (8) N81°40'37"E 68.28 FEET; (9) N86°02'18"E 192.34 FEET; (10) N88°29'31"E

471.93 FEET; (11) N87°18'03"E 906.83 FEET; (12) N88°51'37"E 208.38 FEET; (13) N78°10'50"E 209.04 FEET TO A FOUND RIGHT OF WAY MONUMENT; (14) S13°38'47"E 251.40 FEET; (15) N41°30'06"E 80.95 FEET;

(16) N41°25'16"E 421.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (17)

N69°06'21"E 612.61 FEET;

(18) N69°12'39"E 422.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (19) S88°26'59"E 300.00 FEET;

(20) N89°39'42"E 324.08 FEET TO A FOUND RIGHT OF WAY MONUMENT; (21) N82°24'02"E 333.19 FEET TO A FOUND RIGHT OF WAY MONUMENT; (22) N59°39'18"E 336.67 FEET TO A FOUND RIGHT OF WAY MONUMENT; (23) N41°13'03"E 300.01 FEET TO A FOUND RIGHT OF WAY MONUMENT; (24) N71°55'29"E

195.18 FEET TO A FOUND RIGHT OF WAY MONUMENT; (25) N71°56'08"E 237.32 FEET TO A FOUND RIGHT OF WAY MONUMENT; (26) N71°53'17"E 347.09 FEET TO A FOUND RIGHT OF WAY MONUMENT; AND (27) THENCE N72°01'10"E 24.25 FEET; THENCE S00°06'29"E 1344.24 FEET TO A FOUND BRASS CAP MONUMENT BY WASATCH ENGINEERING DATED 1973 MARKING THE SOUTHEAST CORNER OF SAID SECTION 35; THENCE N89°33'35"E 2668.11 FEET TO A FOUND REBAR AND ALUMINUM CAP MARKED CORNERSTONE LS 7600 MARKING THE NORTH QUARTER CORNER OF SAID SECTION 1; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.**

**ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF BENLOCH RANCH ROAD, ACCORDING TO THE OFFICIAL ROAD DEDICATION PLAT THEREOF, RECORDED DECEMBER 22, 2020, AS ENTRY NO. 490915 IN BOOK 1330 AT PAGE 416 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.**

**ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:**

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°55'23" WEST, A DISTANCE OF 3,121.72 FEET; THENCE NORTH, A DISTANCE OF 47.14 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE BEGINNING OF A CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 16°43'23" EAST, A RADIAL DISTANCE OF 550.00 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 03°29'20", A DISTANCE OF 33.49 FEET; THENCE SOUTH 76°45'57" EAST, A DISTANCE OF



113.98 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 60°51'41"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 292.11 FEET; THENCE SOUTH 15°54'16" EAST, A DISTANCE OF 366.36 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 101°24'13"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 26.55 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 32°13'24"; THENCE WESTERLY ALONG THE ARC, A DISTANCE OF 154.66 FEET; THENCE NORTH 62°16'39" WEST, A DISTANCE OF 175.28 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 45°14'33"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 177.67 FEET; THENCE NORTH 17°02'07" WEST, A DISTANCE OF 175.59 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 37°49'05"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF

148.51 FEET; THENCE NORTH 20°46'58" EAST, A DISTANCE OF 32.40 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 85°56'25"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 22.50 FEET TO THE POINT OF BEGINNING.

**ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND, REFERENCED BELOW AS "TRACT C", TO-WIT:**

*TRACT C:*

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING 729.94 FEET N0°01'40"E AND 660.99 FEET S89°58'20"E FROM THE CENTER QUARTER CORNER OF SAID SECTION 3 AND RUNNING; THENCE N00°01'19"E 729.37 FEET; THENCE N89°41'47"E 660.93 FEET; THENCE S00°00'57"W 730.99 FEET; THENCE S89°50'13"W 661.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE *TRACT C* BEING ALSO DESCRIBED OF RECORD AS FOLLOWS:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

**ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND, REFERENCED BELOW AS "TRACT D", TO-WIT:**

*TRACT D:*

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER QUARTER CORNER OF SAID SECTION 3 AND RUNNING; THENCE S89°58'41"E ALONG THE QUARTER SECTION LINE 661.07 FEET; THENCE S00°01'18"W 659.88 FEET; THENCE N89°59'59"W 661.14 FEET; THENCE N00°01'39"E ALONG THE QUARTER SECTION LINE 660.13 FEET TO THE POINT OF BEGINNING.

THE ABOVE *TRACT D* BEING ALSO DESCRIBED OF RECORD AS FOLLOWS:

THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN.

**ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:**

Part of the Northeast and Northwest quarters of Section 2, the Northeast quarter of Section 3, Township 3 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the Southerly right of way line of Benloch Ranch Road, said point being North 89°31'27" East 6017.58 feet and South 00°28'33" East 632.41 feet from a found brass cap monument at the Southwest corner of Section 34, Township 2 South, Range 5 East (said Southwest corner of Section 34, Township 2 South, Range 5 East being South 89°31'27" West 16027.88 feet from the Northeast corner of Section 1, Township 3 South, Range 5 East and being the basis of bearings for this project), and running thence along said Southerly right of way line the following seven (7) courses: (1) along a non-tangent curve turning to the right with a radius of

320.00 feet, an arc length of 5.01 feet, a delta angle of 00°53'50", a chord bearing of South 55°15'54" East, and a chord length of 5.01 feet; (2) South 54°48'59" East 122.63 feet; (3) along a tangent curve turning to the left with a radius of 1555.00 feet, an arc length of 306.88 feet, a delta angle of 11°18'26", a chord bearing of South 60°28'12" East, and a chord length of 306.38 feet; (4) South 66°07'25" East 250.14 feet; (5) along a tangent curve turning to the left with a radius of 705.00 feet, an arc length of 178.14 feet, a delta angle of 14°28'39", a chord bearing of South 73°21'44" East, and a chord length of 177.67 feet; (6) South 80°36'04" East

756.52 feet; and (7) along a tangent curve turning to the left with a radius of 1315.00 feet, an arc length of 613.39 feet, a delta angle of 26°43'33", a chord bearing of North 86°02'06" East, and a chord length of 607.84 feet; thence South 17°19'41" East 73.31 feet; thence South 31°03'02" East 99.94 feet; thence South 13°12'27" East 123.35 feet; thence South 09°37'26" West 160.48 feet; thence South 30°23'51" West 123.37 feet; thence South 52°15'06" West 102.40 feet; thence South 26°59'52" West 488.46 feet; thence South 31°59'27" West 146.05 feet; thence South 44°19'13" West 146.05 feet; thence South 56°38'59" West 146.05 feet; thence South 68°58'46" West 146.05 feet; thence South 81°18'32" West 146.05 feet; thence North 86°55'42" West 136.73 feet; thence North 79°18'30" West 268.60 feet; thence North 69°54'02" West 98.11 feet; thence North 55°36'39" West 115.81 feet; thence North 36°10'33" West 176.90 feet; thence North 26°58'51" West 76.04 feet; thence North 12°34'50" West 76.97 feet; thence South 75°44'48" West 29.13 feet; thence along a tangent curve turning to the right with a radius of 1117.22 feet, an arc length of 246.34 feet, a delta angle of 12°38'00", a chord bearing of South 82°03'48" West, and a chord length of

245.84 feet; thence South 113.04 feet; thence South 17°17'32" West 97.61 feet; thence South 29°49'19" West

172.83 feet; thence South 48°35'21" West 172.83 feet; thence South 67°25'39" West 174.12 feet; thence South 86°15'56" West 172.83 feet; thence North 78°06'15" West 167.29 feet; thence North 69°00'37" West 137.42 feet; thence North 53°32'36" West 222.67 feet; thence North 12°53'17" West 224.48 feet; thence North 23°24'22" East

224.02 feet; thence North 62°51'42" East 265.60 feet; thence North 53°48'40" East 58.57 feet; thence North 37°16'02" West 487.87 feet; thence North 05°00'04" West 125.71 feet; thence North 06°55'10" East 135.96 feet; thence North 19°24'49" East 138.25 feet; thence North 31°04'15" East 117.65 feet; thence North 43°23'25" East

152.72 feet; thence North 61°07'00" East 55.99 feet; thence North 61°30'31" East 60.19 feet; thence North 60°30'43" East 281.65 feet; thence South 33°53'57" East 177.36 feet; thence North 80°47'54" East 48.95 feet; thence along a non-tangent curve turning to the right with a radius of 125.00 feet, an arc length of 109.31 feet, a delta angle of 50°06'15", a chord bearing of North 10°07'54" East, and a chord length of 105.86 feet; thence North 35°11'22" East 99.40 feet to the point of beginning.

**ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:**

PART OF THE NORTHWEST QUARTER OF SECTION 2 AND THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND PART OF THE SOUTHEAST QUARTER OF SECTION 34 AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32, SAID POINT BEING N89°31'27"E 4275.40 FEET AND S00°28'33"E 97.90 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34,

TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING S89°31'27"W 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32 THE FOLLOWING TEN (10) COURSES: (1) N76°18'19"E 627.72 FEET; (2) N77°43'24"E 191.92 FEET;

(3) N81°40'37"E 68.28 FEET; (4) N86°02'18"E 192.34 FEET; (5) N88°29'31"E 471.93 FEET; (6) N87°18'03"E

906.83 FEET; (7) N88°51'37"E 208.38 FEET; (8) N78°10'50"E 209.04 FEET; (9) S13°38'47"E 251.40 FEET; AND

(10) N41°26'06"E 469.37 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FIRESIDE DRIVE; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THIRTEEN (13) COURSES: (1) S24°54'19"E 73.41 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF

130.00 FEET, AN ARC LENGTH OF 132.14 FEET, A DELTA ANGLE OF 58°14'16", A CHORD BEARING OF S54°01'27"E, AND A CHORD LENGTH OF 126.52 FEET; (3) S83°08'34"E 80.15 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 258.99 FEET, A DELTA ANGLE OF 156°12'09", A CHORD BEARING OF S05°02'30"E, AND A CHORD LENGTH OF 185.92 FEET; (5) S72°52'40"W 359.44 FEET; (6) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 230.00 FEET, AN ARC LENGTH OF 255.19 FEET, A DELTA ANGLE OF 63°34'15", A CHORD BEARING OF S41°11'04"W, AND A CHORD LENGTH OF 242.30 FEET; (7) S09°23'56"W 56.96 FEET; (8) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 155.94 FEET, A DELTA ANGLE OF 49°38'16", A CHORD BEARING OF S15°25'12"E, AND A CHORD LENGTH OF 151.11 FEET; (9) S40°14'20"E 81.39 FEET; (10) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 130.00 FEET, AN ARC LENGTH OF 217.49 FEET, A DELTA ANGLE OF 95°51'29", A CHORD BEARING OF S07°41'25"W, AND A CHORD LENGTH OF 193.00 FEET; (11) S55°37'09"W 115.57 FEET; (12) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 125.04 FEET, A DELTA ANGLE OF 46°13'13", A CHORD BEARING OF S32°30'33"W, AND A CHORD LENGTH OF 121.67 FEET; AND (13) S09°23'56"W 13.88 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING FIFTEEN (15) COURSES: (1) N80°36'04"W 307.78 FEET; (2) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 595.00 FEET, AN ARC LENGTH OF 150.34 FEET, A DELTA ANGLE OF 14°28'39", A CHORD BEARING OF N73°21'44"W, AND A CHORD LENGTH OF 149.94 FEET; (3) N66°07'25"W 250.14 FEET; (4) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1445.00 FEET, AN ARC LENGTH OF 285.17 FEET, A DELTA ANGLE OF 11°18'26", A CHORD BEARING OF N60°28'12"W, AND A CHORD LENGTH OF 284.71 FEET; (5) N54°48'59"W 122.63 FEET; (6) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 241.72 FEET, A DELTA ANGLE OF 32°12'30", A CHORD BEARING OF N70°55'14"W,

AND A CHORD LENGTH OF

238.55 FEET; (7) N87°01'29"W 193.21 FEET; (8) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 349.00 FEET, AN ARC LENGTH OF 236.31 FEET, A DELTA ANGLE OF 38°47'41", A CHORD BEARING OF N67°37'38"W, AND A CHORD LENGTH OF 231.82 FEET; (9) N48°13'48"W 76.88 FEET;

(10) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 393.00 FEET, AN ARC LENGTH OF 297.21 FEET, A DELTA ANGLE OF 43°19'50", A CHORD BEARING OF N69°53'43"W, AND A CHORD LENGTH OF 290.18 FEET; (11) S88°26'23"W 216.48 FEET; (12) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET, AN ARC LENGTH OF 115.59 FEET, A DELTA ANGLE OF 10°06'41", A CHORD BEARING OF S83°23'02"W, AND A CHORD LENGTH OF 115.44 FEET; (13) S78°19'41"W 384.54 FEET; (14) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF

95.00 FEET, AN ARC LENGTH OF 145.83 FEET, A DELTA ANGLE OF 87°57'14", A CHORD BEARING OF N57°41'42"W, AND A CHORD LENGTH OF 131.93 FEET; AND (15) N13°43'04"W 136.15 FEET TO THE POINT OF BEGINNING

**ALSO LESS AND EXCEPTING FROM PARCEL 1 ANY PORTION LYING WITHIN THE BOUNDS OF THE FOLLOWING DESCRIBED TRACT OF LAND:**

Part of the North half of Section 2 and the Northwest quarter of Section 1, Township 3 South, Range 5 East, and part of the South half of Section 35, Township 2 South, Range 5 East, Salt Lake Base and Meridian, U.S. Survey, described as follows:

Beginning at a point on the Southerly right of way line of S.R. 32, said point being North 89°31'27" East 7546.18 feet and North 00°28'33" West 332.51 feet from a found brass cap monument at the Southwest corner of Section 34, Township 2 South, Range 5 East (said Southwest corner of Section 34, Township 2 South, Range 5 East being South 89°31'27" West 16027.88 feet from the Northeast corner of Section 1, Township 3 South, Range 5 East and being the basis of bearings for this project); thence along the Southerly right of way line of S.R. 32 the following eleven (11) courses: (1) North 69°06'21" East 582.54 feet; (2) North 69°12'39" East 422.32 feet; (3)

South 88°26'59" East 300.00 feet; (4) North 89°39'42" East 324.08 feet; (5) North 82°24'02" East 333.19 feet; (6)

North 59°39'18" East 336.67 feet; (7) North 41°13'03" East 300.01 feet; (8) North 71°55'29" East 195.18 feet; (9)

North 71°56'08" East 237.32 feet; (10) North 71°53'17" East 347.09 feet; and (11) North 72°01'10" East 24.25 feet;

thence South 00°06'29" East 1344.16 feet; thence North 89°33'35" East 2357.77 feet; thence South 05°05'03"

West 269.83 feet; thence South 00°38'10" West 60.11 feet; thence South 01°09'16" West

1673.29 feet; thence North 90°00'00" West 3362.43 feet; thence North 14°22'39" West 186.51 feet; thence along a tangent curve turning to the right with a radius of 245.00 feet, an arc length of 214.39 feet, a delta angle of 50°08'16", a chord bearing of North 10°41'26" East, and a chord length of 207.62 feet; thence North 35°45'34" East 258.55 feet; thence along a tangent curve turning to the left with a radius of 355.00 feet, an arc length of 679.09 feet, a delta angle of 109°36'10", a chord bearing of North 19°02'28" West, and a chord length of 580.18 feet; thence North 73°50'33" West 320.44 feet; thence along a tangent curve turning to the left with a radius of 620.00 feet, an arc length of 377.39 feet, a delta angle of 34°52'31", a chord bearing South 88°43'12" West, and a chord length of

371.59 feet; thence South 71°16'56" West 805.33 feet; thence along a tangent curve turning to the right with a

radius of 1205.00 feet, an arc length of 591.33 feet, a delta angle of 28°07'00", a chord bearing of South 85°20'26" West, and a chord length of 585.41 feet; thence North 80°36'04" West 388.71 feet; thence North 09°23'56" East

13.88 feet; thence along a tangent curve turning to the right with a radius of 95.00 feet, an arc length of 76.64 feet, a delta angle of 46°13'13", a chord bearing of North 32°30'33" East, and a chord length of 74.57 feet; thence North 55°37'09" East 115.57 feet; thence along a tangent curve turning to the left with a radius of 190.00 feet, an arc length of 317.88 feet, a delta angle of 95°51'29", a chord bearing of North 07°41'25" East, and a chord length of

282.08 feet; thence North 40°14'20" West 81.39 feet; thence along a tangent curve turning to the right with a radius of 120.00 feet, an arc length of 103.96 feet, a delta angle of 49°38'16", a chord bearing of North 15°25'12" West, and a chord length of 100.74 feet; thence North 09°23'56" East 56.96 feet; thence along a tangent curve turning to the right with a radius of 170.00 feet, an arc length of 188.66 feet, a delta angle of 63°35'09", a chord bearing of North 41°11'31" East, and a chord length of 179.13 feet; thence North 72°52'40" East 359.41 feet; thence along a non-tangent curve turning to the left with a radius of 155.00 feet, an arc length of 422.46 feet, a delta angle of 156°09'47", a chord bearing of North 05°03'41" West, and a chord length of 303.32 feet; thence North 83°08'34" West 80.15 feet; thence along a tangent curve turning to the right with a radius of 70.00 feet, an arc length of 71.15 feet, a delta angle of 58°14'16", a chord bearing of North 54°01'27" West, and a chord length of

68.13 feet; thence North 24°54'19" West 84.46 feet to the point of beginning.

## **PARCEL 2:**

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SECTION 3, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SAID POINT BEING N89°24'50"E ALONG SAID NORTH LINE, 643.93 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 3; THENCE N00°15'47"W 658.00 FEET; THENCE N89°26'54"E 535.03 FEET; THENCE S00°24'58"E 657.65 FEET; THENCE S89°24'41"W 536.79 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPTING FROM PARCEL 2** ANY PORTION LYING WITHIN THE BOUNDS OF STATE ROUTE 32, AS DISCLOSED BY THAT CERTAIN WARRANTY DEED RECORDED NOVEMBER 22, 1989, AS ENTRY NO. 150544 IN BOOK 214 AT PAGE 1, AND THAT CERTAIN QUITCLAIM DEED RECORDED MARCH 29, 1993, AS ENTRY NO. 165154 IN BOOK 255 AT PAGE 405 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

**PARCEL 3:**

ALL OF LOTS 1 THROUGH 71, INCLUSIVE, OF THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

**PARCEL 4:**

ALL OF GOLF COURSE / OPEN SPACE TRACT A, OF THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

**PARCEL 5:**

ALL OF OPEN SPACE TRACT B, OF THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

**PARCEL 6:**

ALL OF THE PRIVATE ROADS WITHIN THE TALISMAN PHASE 1 SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED MAY 14, 2007, AS ENTRY NO. 320091 IN BOOK 939 AT PAGE 2292 IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

**PARCEL 7:**

PART OF THE NORTHEAST AND NORTHWEST QUARTERS OF SECTION 2, THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD, SAID POINT BEING NORTH 89°31'27" EAST 6017.58 FEET AND SOUTH 00°28'33" EAST 632.41 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING SOUTH 89°31'27" WEST 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT), AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF

320.00 FEET, AN ARC LENGTH OF 5.01 FEET, A DELTA ANGLE OF 00°53'50", A CHORD BEARING OF SOUTH 55°15'54" EAST, AND A CHORD LENGTH OF 5.01 FEET; (2) SOUTH 54°48'59" EAST 122.63 FEET; (3) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1555.00 FEET, AN ARC LENGTH OF

306.88 FEET, A DELTA ANGLE OF 11°18'26", A CHORD BEARING OF SOUTH 60°28'12" EAST, AND A

CHORD LENGTH OF 306.38 FEET; (4) SOUTH 66°07'25" EAST 250.14 FEET; (5) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 705.00 FEET, AN ARC LENGTH OF 178.14 FEET, A DELTA ANGLE OF 14°28'39", A CHORD BEARING OF SOUTH 73°21'44" EAST, AND A CHORD LENGTH OF 177.67 FEET; (6) SOUTH 80°36'04" EAST 756.52 FEET; AND (7) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1315.00 FEET, AN ARC LENGTH OF 613.39 FEET, A DELTA ANGLE OF 26°43'33", A CHORD BEARING OF NORTH 86°02'06" EAST, AND A CHORD LENGTH OF 607.84 FEET; THENCE SOUTH 17°19'41" EAST 73.31 FEET; THENCE SOUTH 31°03'02" EAST 99.94 FEET; THENCE SOUTH 13°12'27" EAST

123.35 FEET; THENCE SOUTH 09°37'26" WEST 160.48 FEET; THENCE SOUTH 30°23'51" WEST 123.37 FEET; THENCE SOUTH 52°15'06" WEST 102.40 FEET; THENCE SOUTH 26°59'52" WEST 488.46 FEET; THENCE SOUTH 31°59'27" WEST 146.05 FEET; THENCE SOUTH 44°19'13" WEST 146.05 FEET; THENCE SOUTH 56°38'59" WEST 146.05 FEET; THENCE SOUTH 68°58'46" WEST 146.05 FEET; THENCE SOUTH 81°18'32" WEST 146.05 FEET; THENCE NORTH 86°55'42" WEST 136.73 FEET; THENCE NORTH 79°18'30" WEST 268.60 FEET; THENCE NORTH 69°54'02" WEST 98.11 FEET; THENCE NORTH 55°36'39" WEST

115.81 FEET; THENCE NORTH 36°10'33" WEST 176.90 FEET; THENCE NORTH 26°58'51" WEST 76.04 FEET; THENCE NORTH 12°34'50" WEST 76.97 FEET; THENCE SOUTH 75°44'48" WEST 29.13 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1117.22 FEET, AN ARC LENGTH OF 246.34 FEET, A DELTA ANGLE OF 12°38'00", A CHORD BEARING OF SOUTH 82°03'48" WEST, AND A CHORD LENGTH OF 245.84 FEET; THENCE SOUTH 113.04 FEET; THENCE SOUTH 17°17'32" WEST 97.61 FEET; THENCE SOUTH 29°49'19" WEST 172.83 FEET; THENCE SOUTH 48°35'21" WEST 172.83 FEET;

THENCE SOUTH 67°25'39" WEST 174.12 FEET; THENCE SOUTH 86°15'56" WEST 172.83 FEET; THENCE

NORTH 78°06'15" WEST 167.29 FEET; THENCE NORTH 69°00'37" WEST 137.42 FEET; THENCE NORTH

53°32'36" WEST 222.67 FEET; THENCE NORTH 12°53'17" WEST 224.48 FEET; THENCE NORTH 23°24'22"

EAST 224.02 FEET; THENCE NORTH 62°51'42" EAST 265.60 FEET; THENCE NORTH 53°48'40" EAST 58.57

FEET; THENCE NORTH 37°16'02" WEST 487.87 FEET; THENCE NORTH 05°00'04" WEST 125.71 FEET;



THENCE NORTH 06°55'10" EAST 135.96 FEET; THENCE NORTH 19°24'49" EAST 138.25 FEET; THENCE

NORTH 31°04'15" EAST 117.65 FEET; THENCE NORTH 43°23'25" EAST 152.72 FEET; THENCE NORTH

61°07'00" EAST 55.99 FEET; THENCE NORTH 61°30'31" EAST 60.19 FEET; THENCE NORTH 60°30'43" EAST

281.65 FEET; THENCE SOUTH 33°53'57" EAST 177.36 FEET; THENCE NORTH 80°47'54" EAST 48.95 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 125.00 FEET, AN ARC LENGTH OF 109.31 FEET, A DELTA ANGLE OF 50°06'15", A CHORD BEARING OF NORTH 10°07'54" EAST, AND A CHORD LENGTH OF 105.86 FEET; THENCE NORTH 35°11'22" EAST 99.40 FEET TO THE POINT OF BEGINNING.

**PARCEL 8:**

PART OF THE NORTH HALF OF SECTION 2 AND THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, AND PART OF THE SOUTH HALF OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32, SAID POINT BEING NORTH 89°31'27" EAST 7546.18 FEET AND NORTH 00°28'33" WEST 332.51 FEET FROM A FOUND BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST BEING SOUTH 89°31'27" WEST 16027.88 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF S.R. 32 THE FOLLOWING ELEVEN (11) COURSES: (1) NORTH 69°06'21" EAST 582.54 FEET; (2) NORTH 69°12'39" EAST 422.32 FEET; (3) SOUTH 88°26'59" EAST 300.00

FEET; (4) NORTH 89°39'42" EAST 324.08 FEET; (5) NORTH 82°24'02" EAST 333.19 FEET; (6) NORTH

59°39'18" EAST 336.67 FEET; (7) NORTH 41°13'03" EAST 300.01 FEET; (8) NORTH 71°55'29" EAST 195.18

FEET; (9) NORTH 71°56'08" EAST 237.32 FEET; (10) NORTH 71°53'17" EAST 347.09 FEET; AND (11) NORTH

72°01'10" EAST 24.25 FEET; THENCE SOUTH 00°06'29" EAST 1344.16 FEET; THENCE NORTH 89°33'35"

EAST 2357.77 FEET; THENCE SOUTH 05°05'03" WEST 269.83 FEET; THENCE SOUTH 00°38'10" WEST

60.11 FEET; THENCE SOUTH 01°09'16" WEST 1673.29 FEET; THENCE NORTH 90°00'00" WEST 3362.43 FEET; THENCE NORTH 14°22'39" WEST 186.51 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF

245.00 FEET, AN ARC LENGTH OF 214.39 FEET, A DELTA ANGLE OF 50°08'16", A CHORD BEARING OF NORTH 10°41'26" EAST, AND A CHORD LENGTH OF 207.62 FEET; THENCE NORTH 35°45'34" EAST 258.55 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 355.00 FEET, AN ARC LENGTH OF 679.09 FEET, A DELTA ANGLE OF 109°36'10", A CHORD BEARING OF NORTH 19°02'28" WEST, AND A CHORD LENGTH OF 580.18 FEET; THENCE NORTH 73°50'33" WEST 320.44 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 377.39 FEET, A DELTA ANGLE OF 34°52'31", A CHORD BEARING SOUTH 88°43'12" WEST, AND A CHORD LENGTH OF 371.59 FEET; THENCE SOUTH 71°16'56" WEST 805.33 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1205.00 FEET, AN ARC LENGTH OF 591.33 FEET, A DELTA ANGLE OF 28°07'00", A CHORD BEARING OF SOUTH 85°20'26" WEST, AND A CHORD LENGTH OF 585.41 FEET; THENCE NORTH 80°36'04" WEST

388.71 FEET; THENCE NORTH 09°23'56" EAST 13.88 FEET; THENCE ALONG A TANGENT CURVE TURNING

TO THE RIGHT WITH A RADIUS OF 95.00 FEET, AN ARC LENGTH OF 76.64 FEET, A DELTA ANGLE OF 46°13'13", A CHORD BEARING OF NORTH 32°30'33" EAST, AND A CHORD LENGTH OF 74.57 FEET; THENCE NORTH 55°37'09" EAST 115.57 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 190.00 FEET, AN ARC LENGTH OF 317.88 FEET, A DELTA ANGLE OF 95°51'29", A CHORD BEARING OF NORTH 07°41'25" EAST, AND A CHORD LENGTH OF 282.08 FEET; THENCE NORTH 40°14'20" WEST 81.39 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 120.00 FEET, AN ARC LENGTH OF 103.96 FEET, A DELTA ANGLE OF 49°38'16", A CHORD BEARING OF NORTH 15°25'12" WEST, AND A CHORD LENGTH OF 100.74 FEET; THENCE NORTH 09°23'56" EAST 56.96 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 170.00 FEET, AN ARC LENGTH OF 188.66 FEET, A DELTA ANGLE OF 63°35'09", A CHORD BEARING OF NORTH 41°11'31" EAST, AND A CHORD LENGTH OF 179.13 FEET; THENCE NORTH 72°52'40" EAST 359.41 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 155.00 FEET, AN ARC LENGTH OF 422.46 FEET, A DELTA ANGLE OF 156°09'47", A CHORD BEARING OF NORTH 05°03'41" WEST, AND A CHORD LENGTH OF 303.32 FEET; THENCE NORTH 83°08'34" WEST

80.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 70.00 FEET, AN ARC LENGTH OF 71.15 FEET, A DELTA ANGLE OF 58°14'16", A CHORD BEARING OF NORTH 54°01'27" WEST, AND A CHORD LENGTH OF 68.13 FEET; THENCE NORTH 24°54'19" WEST 84.46 FEET TO THE POINT OF BEGINNING.

**LESS AND EXCEPT THE REAL PROPERTY IDENTIFIED ON EXHIBIT B ATTACHED HERETO**

**LESS AND EXCEPT THE REAL PROPERTY CONVEYED BY AJ FIRESIDE PARK CITY LLC TO CACHE PRIVATE CAPITAL DIVERSIFIED FUND, LLC**

**PURSUANT TO THAT CERTAIN SPECIAL WARRANTY DEED DATED JUNE 25, 2021 AND RECORDED IN THE WASATCH COUNTY RECORDER'S OFFICE AS ENTRY NO. 502779.**

Tax Id  
No.: 00-0007-6864, 00-0007-6872, 00-0007-6880, 00-0007-6898, 00-0007-7193, 00-0013-9027,  
00-0015-5338, 00-0015-9231, 00-0016-2649, 00-0016-4108, 00-0020-2698, 00-0020-4218,  
00-0020-4219, 00-0020-6259, 00-0020-6260, 00-0020-6338, 00-0020-6340, 00-0020-7784,  
00-0020-9040, 00-0020-9370, 00-0020-9371, 00-0020-9572, 00-0021-0644, 00-0021-0645,  
00-0021-5550, 00-0021-5551, 00-0020-9372, 00-0021-5554, 00-0021-5559, 00-0014-6295,  
00-0020-6261, 00-0020-6262, 00-0020-6263, 00-0020-6264, 00-0020-6265, 00-0020-6266,  
00-0020-6267, 00-0020-6268, 00-0020-6269, 00-0020-6270, 00-0020-6271, 00-0020-6272,  
00-0020-6273, 00-0020-6274, 00-0020-6275, 00-0020-6276, 00-0020-6277, 00-0020-6278,  
00-0020-6279, 00-0020-6280, 00-0020-6281, 00-0020-6282, 00-0020-6283, 00-0020-6284,  
00-0020-6285, 00-0020-6286, 00-0020-6287, 00-0020-6288, 00-0020-6289, 00-0020-6290,  
00-0020-6291, 00-0020-6292, 00-0020-6293, 00-0020-6294, 00-0020-6295, 00-0020-6296,  
00-0020-6297, 00-0020-6298, 00-0020-6299, 00-0020-6300, 00-0020-6301, 00-0020-6302,  
00-0020-6303, 00-0020-6304, 00-0020-6305, 00-0020-6306, 00-0020-6307, 00-0020-6308,  
00-0020-6309, 00-0020-6310, 00-0020-6311, 00-0020-6312, 00-0020-6313, 00-0020-6314,  
00-0020-6315, 00-0020-6316, 00-0020-6317, 00-0020-6318, 00-0020-6319, 00-0020-6320,  
00-0020-6321, 00-0020-6322, 00-0020-6323, 00-0020-6324, 00-0020-6325, 00-0020-6326,  
00-0020-6327, 00-0020-6328, 00-0020-6329, 00-0020-6330, 00-0020-6331, 00-0020-6332,  
00-0020-6333, 00-0020-6334, 00-0021-5546, 00-0021-5547, 00-0021-5548, 00-0021-5549,  
00-0021-5552, 00-0021-5553, 00-0021-5555, 00-0021-5556, 00-0021-5557 and 00-0021-5558

Exhibit B**LEGAL DESCRIPTION**

PARTS OF SECTIONS 1, 2 AND 11, 12, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.64 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S01°18'39"E, 2563.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°18'39"E, 86.33 FEET; THENCE S01°29'16"E, 2544.74 FEET; THENCE N89°51'47"W, 466.72 FEET; THENCE S00°36'10"E, 466.74 FEET; THENCE N89°51'52"W, 2470.19 FEET; THENCE N89°51'50"W, 2695.77 FEET; THENCE N00°26'57"W, 194.70 FEET TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 379.56 FEET, A DELTA ANGLE OF 33°12'07", A CHORD BEARING OF N17°03'01"W, AND A CHORD LENGTH OF 374.27 FEET; THENCE N05°15'38"E, 701.74 FEET; THENCE N07°07'05"E, 475.22 FEET; THENCE N12°20'34"W, 653.73 FEET; THENCE N00°52'42"W, 550.18 FEET; THENCE N04°43'52"E, 403.75 FEET; THENCE N15°34'44"E, 320.49 FEET; THENCE S89°58'21"E 2481.55 FEET; THENCE S52°14'52"E, 346.35 FEET; THENCE S16°50'21"E, 394.58 FEET; THENCE S01°06'44"W, 404.26 FEET; THENCE S37°42'12"E, 163.59 FEET; THENCE N90°00'00"E, 227.79 FEET; THENCE N67°20'38"E, 1125.22 FEET; THENCE N38°18'23"E, 494.94 FEET; THENCE N64°46'26"E, 220.52 FEET; THENCE S72°16'42"E, 552.74 FEET; THENCE S62°48'28"E, 354.89 FEET TO THE POINT OF BEGINNING. AREA COMPRISES 18,457,515.86 SF OR 423.7263 AC, MORE OR LESS.