

WHEN RECORDED RETURN TO:

SNELL & WILMER L.L.P.
Attn: Wade R. Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Ent 498430 Bk 1350 Pg 1376-1382
Date: 20-APR-2021 11:23:29AM
Fee: \$40.00 Check Filed By: HP
MARCY M MURRAY, Recorder
WASATCH COUNTY CORPORATION
For: BRENNY MICHAEL

MAIL TAX NOTICES TO:

BENLOCH RANCH MASTER ASSOCIATION
C/O AJ FIRESIDE PARK CITY LLC
2780 N Moose Wilson Road
P.O. Box 1827
Wilson, WY 83014

Parcel Nos: See Exhibit A

DEDICATION DEED WITH GRANT OF RESTRICTIONS

[Phase 1A Open Space]

This **DEDICATION DEED WITH GRANT OF RESTRICTIONS** (this “**Deed**”) is made as of April 5, 2021 (the “**Effective Date**”), by AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company (“**Grantor**”).

Recitals

A. Grantor owns certain real property in Wasatch County, Utah, described on Exhibit A attached hereto (the “**Open Space**”) and depicted on the attached Exhibit B.

B. The Open Space is subject to that certain Benloch Ranch Development Agreement dated June 4, 2020, by and between Grantor and Wasatch County (“**County**”), recorded on June 12, 2020, as Entry No. 479211 in the Wasatch County Recorder’s Office (the “**Development Agreement**”).

C. The Open Space has been, or will be, subjected to that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Benloch Ranch (the “**Master Declaration**”), to be recorded in the Wasatch County Recorder’s Office, under which **BENLOCH RANCH MASTER ASSOCIATION**, a Utah nonprofit corporation (“**Master Association**”), is the Master Association.

Conveyance and Grant

1. **Conveyance**. Subject to the terms, conditions, and reservations set forth in this Deed, and in accordance with the provisions of the Development Agreement, for the sum of TEN DOLLARS and other good and valuable consideration, Grantor hereby grants and conveys to the Owners (as defined in the Master Declaration), in common, undivided ownership interests in accordance with each Owner’s respective Allocated Interest (as defined in the Master Declaration), the Open Space (the “**Conveyance**”). As set forth in the Master Declaration, the Open Space shall constitute Common Area (as defined in the Master Declaration), and, as such, maintenance and administration of the Open Space shall be provided by the Master Association, in compliance with the Master Declaration, Utah Code 17-27a-606, and the Utah Community Association Act. The Conveyance is made subject to current taxes and assessments and all declarations, easements, rights-of-way, restrictions, covenants, and other matters, whether or not of record, including, without limitation, the Master Declaration and the Open Space Easement (defined later).

2. Grant of Open Space Restriction. Subject to the terms, conditions, and reservations set forth in this Deed, and in accordance with the provisions of the Development Agreement, Grantor hereby grants to the County, a restriction and covenant (the "**Open Space Restriction**") over, across, and through the Open Space under which there shall be no development or structures, parking lots, driveways, roads on the Open Space except as approved by the County legislative body pursuant to county and state law (collectively, the "**Restricted Uses**").

3. Reservations. The Conveyance and the Open Space Restriction are subject to the following rights reserved by Grantor:

a. Grantor reserves the right to reallocate or change the boundaries of the Open Space pursuant to, or as required by, a subdivision plat, or an amended, supplemental, or correction to a subdivision plat, approved by the land use authority, and provided the provision to achieve fifty-six percent (56%) Open Space in the Project, as required by the Development Agreement, is adhered to.

b. Grantor reserves the right to amend this Deed to execute changes approved in accordance with Sub-Section 3(a).

c. Grantor reserves the nonexclusive right to use, and to permit others to use, the Open Space for such uses not inconsistent with the Restricted Uses, or as may be permitted on the Open Space under the Development Agreement, the Master Declaration, or applicable law.

d. Grantor reserves the right to engage in all uses of the Open Space permitted under the Development Agreement for said area which do not unreasonably interfere with the Restricted Uses, including, without limitation the right to construct, install, use, operate, conduct, maintain, repair and replace: (i) any improvements constituting landscaping (including, without limitation, the planting of trees, flowers, bushes, and other vegetation, the installation of flower beds and gardens, and irrigation and drainage systems therefore); (ii) fountains, sculptures, bridges, tables, benches, sidewalks, trails, lighting fixtures, trash cans, stairs, berms, mounds, embankments, and walls; (iii) hiking and biking trails; (iv) other passive outdoor recreational facilities; (v) any facilities and improvements existing on the Open Space as of the Effective Date; and (vi) any other items or improvements permitted in the Open Space under the Development Agreement. Notwithstanding the foregoing, any such uses or improvements made to the Open Space shall be in accordance with development approvals by the applicable land use authority.

e. Grantor reserves the right to, and the right to allow utility companies and other parties to, construct, install, maintain, operate, repair and replace utilities and all improvements reasonably related thereto within the Open Space in accordance with development approvals by the applicable land use authority, including, without limitation, water, sewer, storm water, electrical cable, television cable, telephone cable, pipes, conduits, transformers, pedestals, and other equipment associated with such utilities.

f. The County Legislative Body may allow the Grantor other uses and structures in the Open Space in its sole and absolute discretion.

4. Assignment. Notwithstanding any other provision herein, Grantor may assign, from time to time, any or all of its rights hereunder (including, without limitation, its reserved rights in Section 3) to any persons or entities, in an instrument recorded with the Wasatch County Recorder.

EXHIBIT A
Legal Description of Open Space

PART OF SECTION 2 AND THE EAST HALF OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF BENLOCH RANCH ROAD, SAID POINT BEING N89°31'27"E 6017.58 FEET AND S00°28'33"E 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 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 S35°11'22"W 99.40 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT 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 S10°07'54"W, AND A CHORD LENGTH OF 105.86 FEET; THENCE S80°47'54"W 48.95 FEET; THENCE N33°53'57"W 177.36 FEET; THENCE S60°30'43"W 281.65 FEET; THENCE S61°30'31"W 60.19 FEET; THENCE S61°07'00"W 55.99 FEET; THENCE S43°23'25"W 152.72 FEET; THENCE S31°04'15"W 117.65 FEET; THENCE S19°24'49"W 138.25 FEET; THENCE S06°55'10"W 135.96 FEET; THENCE S05°00'04"E 125.71 FEET; THENCE S37°16'02"E 487.87 FEET; THENCE S53°48'40"W 58.57 FEET; THENCE S62°51'42"W 265.60 FEET; THENCE S23°24'22"W 224.02 FEET; THENCE S12°53'17"E 224.48 FEET; THENCE S53°32'36"E 222.67 FEET; THENCE S69°00'37"E 137.42 FEET; THENCE S78°06'15"E 167.29 FEET; THENCE N86°15'56"E 172.83 FEET; THENCE N67°25'39"E 174.12 FEET; THENCE N48°35'21"E 172.83 FEET; THENCE N29°49'19"E 172.83 FEET; THENCE N17°17'32"E 97.61 FEET; THENCE N00°00'00"E 113.04 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT 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 N82°03'48"E, AND A CHORD LENGTH OF 245.84 FEET; THENCE N75°44'48"E 29.13 FEET; THENCE S12°34'50"E 76.97 FEET; THENCE S26°58'51"E 76.04 FEET; THENCE S36°10'33"E 176.90 FEET; THENCE S55°36'39"E 115.81 FEET; THENCE S69°54'02"E 98.11 FEET; THENCE S79°18'30"E 268.60 FEET; THENCE S86°55'42"E 136.73 FEET; THENCE N81°18'32"E 146.05 FEET; THENCE N68°58'46"E 146.05 FEET; THENCE N56°38'59"E 146.05 FEET; THENCE N44°19'13"E 146.05 FEET; THENCE N31°59'27"E 146.05 FEET; THENCE N26°59'52"E 488.46 FEET; THENCE N52°15'06"E 102.40 FEET; THENCE N30°23'51"E 123.37 FEET; THENCE N09°37'26"E 160.48 FEET; THENCE N13°12'27"W 123.35 FEET; THENCE N31°03'02"W 99.94 FEET; THENCE N17°19'41"W 73.31 FEET; THENCE N71°18'31"E 837.23 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 310.43 FEET, A DELTA ANGLE OF 34°52'31", A CHORD BEARING OF N88°43'12"E, AND A CHORD LENGTH OF 305.66 FEET; THENCE S73°50'33"E 320.44 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 245.00 FEET, AN ARC LENGTH OF 468.66 FEET, A DELTA ANGLE OF 109°36'04", A CHORD BEARING OF S19°02'31"E, AND A CHORD LENGTH OF 400.40 FEET; THENCE S35°45'34"W 258.56 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 355.00 FEET, AN ARC LENGTH OF 310.65 FEET, A DELTA ANGLE OF 50°08'15", A CHORD BEARING OF S10°41'26"W, AND A CHORD LENGTH OF 300.83 FEET; THENCE S14°22'39"E 268.15 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 239.90 FEET, A DELTA ANGLE OF 26°57'05", A CHORD BEARING OF S00°54'07"E, AND A CHORD LENGTH OF 237.69 FEET; THENCE S12°34'26"W 171.17 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 620.00 FEET, AN ARC LENGTH OF 209.61 FEET, A DELTA ANGLE OF 19°22'16", A CHORD BEARING OF S02°53'18"W, AND A CHORD LENGTH OF 208.62 FEET;

Exhibit A

THENCE S06°47'49"E 169.83 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 510.00 FEET, AN ARC LENGTH OF 99.92 FEET, A DELTA ANGLE OF 11°13'33", A CHORD BEARING OF S01°11'03"E, AND A CHORD LENGTH OF 99.76 FEET; THENCE S89°58'40"W 4711.69 FEET; THENCE N00°01'20"W 706.63 FEET; THENCE N89°58'40"E 241.02 FEET; THENCE N23°24'22"E 575.90 FEET; THENCE N37°16'02"W 416.27 FEET; THENCE S89°41'47"W 1091.88 FEET; THENCE N00°18'13"W 1173.43 FEET; THENCE N76°15'04"E 200.21 FEET; THENCE N76°18'19"E 48.28 FEET; THENCE S13°43'04"E 136.19 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 205.00 FEET, AN ARC LENGTH OF 314.69 FEET, A DELTA ANGLE OF 87°57'14", A CHORD BEARING OF S57°41'42"E, AND A CHORD LENGTH OF 284.69 FEET; THENCE N78°19'41"E 384.54 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 545.00 FEET, AN ARC LENGTH OF 96.18 FEET, A DELTA ANGLE OF 10°06'41", A CHORD BEARING OF N83°23'02"E, AND A CHORD LENGTH OF 96.06 FEET; THENCE N88°26'23"E 216.48 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 283.00 FEET, AN ARC LENGTH OF 214.02 FEET, A DELTA ANGLE OF 43°19'49", A CHORD BEARING OF S69°53'43"E, AND A CHORD LENGTH OF 208.96 FEET; THENCE S48°13'48"E 76.88 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 459.00 FEET, AN ARC LENGTH OF 310.79 FEET, A DELTA ANGLE OF 38°47'41", A CHORD BEARING OF S67°37'38"E, AND A CHORD LENGTH OF 304.88 FEET; THENCE S87°01'29"E 193.21 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 320.00 FEET, AN ARC LENGTH OF 174.87 FEET, A DELTA ANGLE OF 31°18'40", A CHORD BEARING OF S71°22'09"E, AND A CHORD LENGTH OF 172.71 FEET TO THE POINT OF BEGINNING.

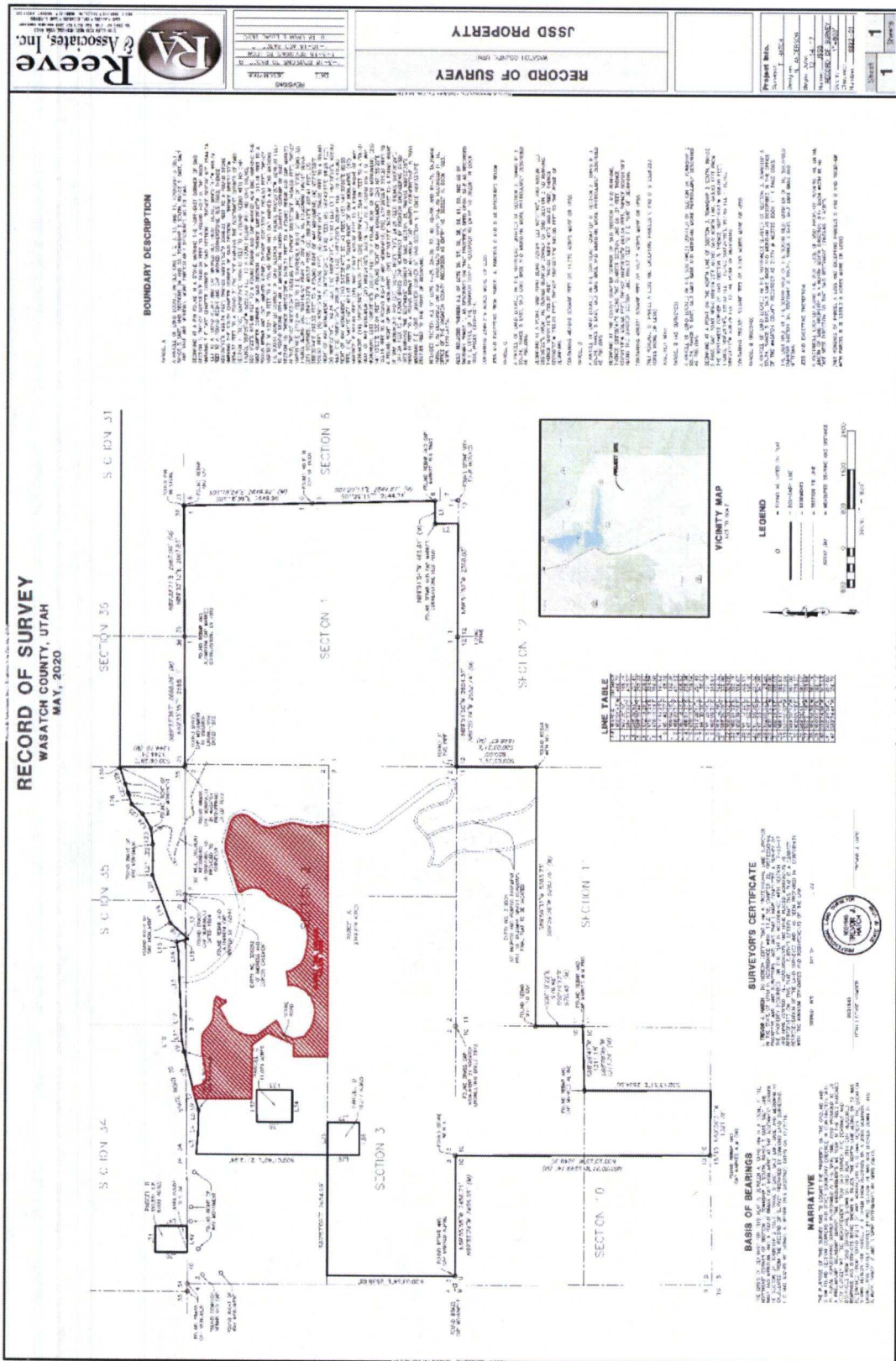
CONTAINING 148.239 ACRES MORE OR LESS.

Exhibit A

EXHIBIT B

Depiction of Open Space

Exhibit B



REeve & Associates, Inc.
 1125 N. 1000 E. SUITE 100
 TAYLOR, UTAH 84403
 TEL: 435-467-1100
 FAX: 435-467-1101
 WWW.REEVE-ASSOCIATES.COM

RECORD OF SURVEY
 SECTION 35
 TOWNSHIP 35N
 RANGE 10E

JSSD PROPERTY
 SECTION 35
 TOWNSHIP 35N
 RANGE 10E

BOUNDARY DESCRIPTION
 A. THE BOUNDARY OF THE SECTION 35, TOWNSHIP 35N, RANGE 10E, AS SHOWN ON THE ATTACHED MAP, IS DESCRIBED AS FOLLOWS: BEGINNING AT THE N.W. CORNER OF SECTION 35, TOWNSHIP 35N, RANGE 10E, AND PROCEEDING IN THE FOLLOWING ORDER: ...

VICINITY MAP
 A small map showing the location of the surveyed area within the larger context of the township and range.

LEGEND
 - - - - - SECTION LINE
 - - - - - TOWNSHIP LINE
 - - - - - RANGE LINE
 - - - - - SECTION 35

LINE TABLE

LINE NO.	BEARING	DISTANCE	AREA
1	N 0° 00' 00" E	100.00	0.00
2	S 90° 00' 00" E	100.00	0.00
3	S 0° 00' 00" E	100.00	0.00
4	N 90° 00' 00" W	100.00	0.00
5	N 0° 00' 00" W	100.00	0.00
6	N 90° 00' 00" E	100.00	0.00
7	S 0° 00' 00" E	100.00	0.00
8	S 90° 00' 00" W	100.00	0.00
9	N 0° 00' 00" W	100.00	0.00
10	N 90° 00' 00" E	100.00	0.00
11	S 0° 00' 00" E	100.00	0.00
12	S 90° 00' 00" E	100.00	0.00
13	N 0° 00' 00" E	100.00	0.00
14	N 90° 00' 00" W	100.00	0.00
15	S 0° 00' 00" W	100.00	0.00
16	S 90° 00' 00" E	100.00	0.00
17	N 0° 00' 00" E	100.00	0.00
18	N 90° 00' 00" E	100.00	0.00
19	S 0° 00' 00" E	100.00	0.00
20	S 90° 00' 00" W	100.00	0.00
21	N 0° 00' 00" W	100.00	0.00
22	N 90° 00' 00" E	100.00	0.00
23	S 0° 00' 00" E	100.00	0.00
24	S 90° 00' 00" E	100.00	0.00
25	N 0° 00' 00" E	100.00	0.00
26	N 90° 00' 00" W	100.00	0.00
27	S 0° 00' 00" W	100.00	0.00
28	S 90° 00' 00" E	100.00	0.00
29	N 0° 00' 00" E	100.00	0.00
30	N 90° 00' 00" E	100.00	0.00
31	S 0° 00' 00" E	100.00	0.00
32	S 90° 00' 00" W	100.00	0.00
33	N 0° 00' 00" W	100.00	0.00
34	N 90° 00' 00" E	100.00	0.00
35	S 0° 00' 00" E	100.00	0.00
36	S 90° 00' 00" E	100.00	0.00
37	N 0° 00' 00" E	100.00	0.00
38	N 90° 00' 00" W	100.00	0.00
39	S 0° 00' 00" W	100.00	0.00
40	S 90° 00' 00" E	100.00	0.00
41	N 0° 00' 00" E	100.00	0.00
42	N 90° 00' 00" E	100.00	0.00
43	S 0° 00' 00" E	100.00	0.00
44	S 90° 00' 00" W	100.00	0.00
45	N 0° 00' 00" W	100.00	0.00
46	N 90° 00' 00" E	100.00	0.00
47	S 0° 00' 00" E	100.00	0.00
48	S 90° 00' 00" E	100.00	0.00
49	N 0° 00' 00" E	100.00	0.00
50	N 90° 00' 00" W	100.00	0.00
51	S 0° 00' 00" W	100.00	0.00
52	S 90° 00' 00" E	100.00	0.00
53	N 0° 00' 00" E	100.00	0.00
54	N 90° 00' 00" E	100.00	0.00
55	S 0° 00' 00" E	100.00	0.00
56	S 90° 00' 00" W	100.00	0.00
57	N 0° 00' 00" W	100.00	0.00
58	N 90° 00' 00" E	100.00	0.00
59	S 0° 00' 00" E	100.00	0.00
60	S 90° 00' 00" E	100.00	0.00
61	N 0° 00' 00" E	100.00	0.00
62	N 90° 00' 00" W	100.00	0.00
63	S 0° 00' 00" W	100.00	0.00
64	S 90° 00' 00" E	100.00	0.00
65	N 0° 00' 00" E	100.00	0.00
66	N 90° 00' 00" E	100.00	0.00
67	S 0° 00' 00" E	100.00	0.00
68	S 90° 00' 00" W	100.00	0.00
69	N 0° 00' 00" W	100.00	0.00
70	N 90° 00' 00" E	100.00	0.00
71	S 0° 00' 00" E	100.00	0.00
72	S 90° 00' 00" E	100.00	0.00
73	N 0° 00' 00" E	100.00	0.00
74	N 90° 00' 00" W	100.00	0.00
75	S 0° 00' 00" W	100.00	0.00
76	S 90° 00' 00" E	100.00	0.00
77	N 0° 00' 00" E	100.00	0.00
78	N 90° 00' 00" E	100.00	0.00
79	S 0° 00' 00" E	100.00	0.00
80	S 90° 00' 00" W	100.00	0.00
81	N 0° 00' 00" W	100.00	0.00
82	N 90° 00' 00" E	100.00	0.00
83	S 0° 00' 00" E	100.00	0.00
84	S 90° 00' 00" E	100.00	0.00
85	N 0° 00' 00" E	100.00	0.00
86	N 90° 00' 00" W	100.00	0.00
87	S 0° 00' 00" W	100.00	0.00
88	S 90° 00' 00" E	100.00	0.00
89	N 0° 00' 00" E	100.00	0.00
90	N 90° 00' 00" E	100.00	0.00
91	S 0° 00' 00" E	100.00	0.00
92	S 90° 00' 00" W	100.00	0.00
93	N 0° 00' 00" W	100.00	0.00
94	N 90° 00' 00" E	100.00	0.00
95	S 0° 00' 00" E	100.00	0.00
96	S 90° 00' 00" E	100.00	0.00
97	N 0° 00' 00" E	100.00	0.00
98	N 90° 00' 00" W	100.00	0.00
99	S 0° 00' 00" W	100.00	0.00
100	S 90° 00' 00" E	100.00	0.00

SURVEYOR'S CERTIFICATE
 I, [Name], a duly licensed Professional Surveyor in the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original survey record as shown to me by the owner of the property described herein.

BASIS OF BEARINGS
 The bearings were determined by the use of a magnetic compass, which was checked against the true magnetic declination for the date and place of the survey.

NARRATIVE
 This survey was conducted in accordance with the provisions of the Utah Surveying Act, Chapter 10, Title 48, Utah Code Annotated.

REMARKS
 The survey was conducted on the 15th day of May, 2020, at the location of the property described herein.

DATE
 MAY 15, 2020

BY
 [Signature]

PROFESSIONAL SEAL
 [Seal of the Professional Surveyor]

SCALE
 1" = 100'

SECTION 35

TOWNSHIP 35N

RANGE 10E

UTAH

RECORD OF SURVEY

SECTION 35

TOWNSHIP 35N

RANGE 10E

UTAH

RECORD OF SURVEY

SECTION 35

TOWNSHIP 35N

RANGE 10E

UTAH