

**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 516765 Bk 1401 Pg 1714-1724  
Date: 18-MAR-2022 11:30:39AM  
Fee: \$40.00 Check Filed By: TC  
MARCY M MURRAY, Recorder  
WASATCH COUNTY CORPORATION  
For: AJ FIRESIDE PARK CITY

**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

**CORRECTIVE AMENDED & RESTATED  
DEDICATION DEED WITH GRANT OF RESTRICTIONS**

[Phase 1A Open Space]

This **CORRECTIVE AMENDED & RESTATED DEDICATION DEED WITH GRANT OF RESTRICTIONS** (this “**Deed**” or “**Corrective Deed**”) is made as of March 16, 2022 (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 is subject to that certain Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Benloch Ranch recorded on June 16, 2021 as Entry No. 502142 in Book 1360 at Page 1043 (the “**Master Declaration**”), under which **BENLOCH RANCH MASTER ASSOCIATION**, a Utah nonprofit corporation (“**Master Association**”), is the Master Association.

D. Grantor previously executed that certain Dedication Deed with Grant of Restrictions dated April 5, 2021, recorded in the Wasatch County Recorder’s Office at Entry No. 498430, Book 1350, Page 1376 (the “**Original Deed**”) affecting certain real property in Wasatch County, Utah as further defined therein (the “**Original Deed Property**”).

E. Grantor also previously executed that certain Amended and Restated Dedication Deed with Grant of Restrictions dated March 16, 2022, recorded in the Wasatch County Recorder’s Office at Entry No. 516673, Book 1401, Page 1376 (the “**A&R Deed**”) affecting certain real property in Wasatch County, Utah as further defined therein (the “**A&R Deed Property**”).

F. This Corrective Deed corrects errors in the legal description attached to the A&R Deed and shall amend, restate, replace, and supersede the definition of “Open Space” in the Original Deed and A&R Deed.

G. The undersigned desire to amend, restate, and supersede the Original Deed and A&R Deed in their entirety upon the terms and conditions contained herein.

**Conveyance and Grant**

1. Amendment and Restatement of Original Deed. The Original Deed is hereby amended, restated, and superseded in its entirety pursuant to this Deed. For the avoidance of doubt, the terms, conditions, and restrictions contained in the Original Deed are released as to the Original Deed Property.

2. 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).

3. 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**").

4. 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 4(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.

5. 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 4) to any persons or entities, in an instrument recorded with the Wasatch County Recorder.

6. Easements Appurtenant. The burdens of the easements and covenants herein shall run with and be appurtenant to the Open Space, shall benefit those parcels owned and managed by the Master Association, and a transfer of legal title to all or a portion of the Open Space shall automatically transfer an interest and obligation in such burdens. The benefit conferred by the grant of restriction in Section 3 is to County as the land use authority and does not create a property interest beyond what is reasonably necessary to allow the land use authority to restrict the development of structures as stated in Section 3.

7. No Benefit to Third Parties. This Deed does not and shall not be deemed to confer upon or grant to any third party any rights to claim damages or to bring any lawsuit, action or other proceedings against Grantor because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein. Other than as specified herein, this Deed is not intended to impose any legal or other responsibility on Grantor.

[Signatures Begin on Following Page]

WITNESS the hand of Grantor this 18<sup>th</sup> day of March, 2022.

**GRANTOR:**

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

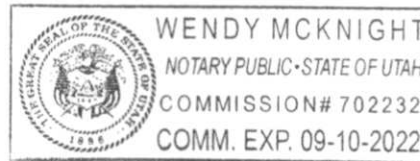
By: J. Mackay  
Name: Jamie Mackay  
Title: President

STATE OF UTAH                    )  
  ss:  
COUNTY OF WASATCH        )

The foregoing instrument was acknowledged before me this 18 day of March, 2022, by Jamie Mackay as President of AJ FIRESIDE PARK CITY LLC, a Delaware limited liability company.

Wendy MCKnight  
NOTARY PUBLIC  
Residing at: Wasatch

My Commission Expires:  
09/10/2022



[Signatures Continue on Following Page]



**EXHIBIT A**

**Legal Description of Open Space**

**PARCEL 1:**

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

BEGINNING AT A POINT BEING N89°31'27"E, 2799.14' FEET AND S00°28'33"E, 192.66 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, 16027.64 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 FOLLOWING FIFTY THREE (53) 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; (4) N72°15'28"E, 209.92 FEET; (5) N76°15'04"E, 224.59 FEET; (6) N76°18'19"E, 22.28 FEET; (7) S13°43'04"E, 92.35 FEET; (8) S17°31'55"E, 48.59 FEET; (9) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 228.63 FEET, AN ARC LENGTH OF 99.42 FEET, A DELTA ANGLE OF 24°54'52", A CHORD BEARING OF S29°59'21"E, AND A CHORD LENGTH OF 98.63 FEET; (10) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 217.72 FEET, AN ARC LENGTH OF 85.97 FEET, A DELTA ANGLE OF 22°37'26", A CHORD BEARING OF S53°45'30"E, AND A CHORD LENGTH OF 85.41 FEET; (11) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 189.71 FEET, AN ARC LENGTH OF 24.48 FEET, A DELTA ANGLE OF 07°23'33", A CHORD BEARING OF S67°09'08"E, AND A CHORD LENGTH OF 24.46 FEET; (12) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 189.71 FEET, AN ARC LENGTH OF 52.64 FEET, A DELTA ANGLE OF 15°53'54", A CHORD BEARING OF S78°47'52"E, AND A CHORD LENGTH OF 52.47 FEET; (13) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 227.43 FEET, AN ARC LENGTH OF 32.69 FEET, A DELTA ANGLE OF 08°14'09", A CHORD BEARING OF N87°28'47"E, AND A CHORD LENGTH OF 32.66 FEET; (14) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1169.67 FEET, AN ARC LENGTH OF 39.08 FEET, A DELTA ANGLE OF 01°54'52", A CHORD BEARING OF N78°12'19"E, AND A CHORD LENGTH OF 39.08 FEET; (15) ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1169.67 FEET, AN ARC LENGTH OF 26.87 FEET, A DELTA ANGLE OF 01°18'59", A CHORD BEARING OF N76°35'24"E AND A CHORD LENGTH OF 26.87 FEET; (16) N76°35'20"E, 109.69 FEET; (17) N78°19'41"E, 247.47 FEET; (18) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 544.98 FEET, AN ARC LENGTH OF 96.15 FEET, A DELTA ANGLE OF 10°06'30", A CHORD BEARING OF N83°23'08"E AND A CHORD LENGTH OF 96.02 FEET; (19) N88°26'23"E, 36.92 FEET; (20) N88°26'23"E, 179.56 FEET; (21) ALONG A NON-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; (22) S48°13'48"E, 76.88 FEET; (23) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 459.00 FEET, AN ARC LENGTH OF 459.00 FEET, A DELTA ANGLE OF

38°47'41", A CHORD BEARING OF S67°37'38"E AND A CHORD LENGTH OF 304.88 FEET; (24) S87°01'29"E, 193.21 FEET; (25) 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; (26) S35°11'22"W, 99.40 FEET; (27) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 124.97 FEET, AN ARC LENGTH OF 109.31 FEET, A DELTA ANGLE OF 50°06'57", A CHORD BEARING OF S10°07'54"W AND A CHORD LENGTH OF 105.86 FEET; (28) S80°47'54"W, 48.95 FEET; (29) N33°53'57"W, 177.36 FEET; (30) S60°30'43"W, 281.65 FEET; (31) S61°30'31"W, 60.19 FEET; (32) S61°07'00"W, 55.99 FEET; (33) S43°23'25"W, 152.72 FEET; (34) S31°04'15"W, 117.65 FEET; (35) S19°24'49"W, 138.25 FEET; (36) S06°55'10"W, 135.96 FEET; (37) S05°00'04"E, 125.71 FEET; (38) N35°43'22"W, 234.50 FEET; (39) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 244.65 FEET, A DELTA ANGLE OF 42°28'40", A CHORD BEARING OF N56°57'42"W AND A CHORD LENGTH OF 239.09 FEET; (40) N78°12'02"W, 148.58 FEET; (41) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 330.00 FEET, AN ARC LENGTH OF 481.13 FEET, A DELTA ANGLE OF 83°32'05", A CHORD BEARING OF S60°01'55"W AND A CHORD LENGTH OF 439.63 FEET; (42) S17°07'14"W, 333.99 FEET; (43) S14°43'50"W, 442.97 FEET; (44) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 770.00 FEET, AN ARC LENGTH OF 184.27 FEET, A DELTA ANGLE OF 13°42'41", A CHORD BEARING OF S21°35'10"W AND A CHORD LENGTH OF 183.83 FEET; (45) S28°26'30"W, 307.81 FEET; (46) ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 36.60 FEET, A DELTA ANGLE OF 07°46'01", A CHORD BEARING OF S29°26'52"W AND A CHORD LENGTH OF 36.57 FEET; (47) S33°19'52"W, 585.86 FEET; (48) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 830.00 FEET, AN ARC LENGTH OF 482.72 FEET, A DELTA ANGLE OF 33°19'22", A CHORD BEARING OF S16°40'11"W AND A CHORD LENGTH OF 475.95 FEET; (49) S00°01'18"W, 132.29 FEET; (50) N90°00'00"W, 1511.34 FEET; (51) N00°02'51"E, 710.83 FEET; (52) S89°57'09"E, 840.00 FEET; (53) N00°01'40"E, 2712.94 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THE FOLLOWING TWO PARCELS:

EXCEPTION PARCEL A:

BEGINNING AT A POINT BEING N89°31'27"E, 3449.01' FEET AND S00°28'33"E, 1452.05 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, 16027.64 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT);

THENCE N89°41'47"E, 660.93 FEET; THENCE S00°00'57"W, 730.99 FEET; THENCE S89°50'13"W, 661.00 FEET; THENCE N00°01'19"E, 729.37 FEET TO THE POINT OF BEGINNING AND ALSO

EXCEPTION PARCEL B:

BEGINNING AT A POINT BEING N89°31'27"E, 2775.30' FEET AND S00°28'33"E, 2905.50 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

Exhibit A

SOUTH, RANGE 5 EAST BEING S89°31'27"W, 16027.64 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT);

THENCE N89°58'41"E, 661.07 FEET; THENCE S00°01'18"W, 659.88 FEET; THENCE S89°59'59"W, 661.14 FEET; THENCE N00°01'39"E, 660.13 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

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

BEGINNING AT A POINT BEING N89°31'27"E, 8136.33' FEET AND S00°28'33"E, 1108.18 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, 16027.64 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 FOLLOWING SIXTEEN (16) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 1315.00 FEET, AN ARC LENGTH OF 31.90 FEET, A DELTA ANGLE OF 01°23'23", A CHORD BEARING OF N71°58'38"E AND A CHORD LENGTH OF 31.90 FEET; (2) N71°16'56"E, 805.33 FEET; (3) ALONG A 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; (4) S73°50'33"E, 320.44 FEET; (5) 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; (6) S35°45'34"W, 258.56 FEET; (7) 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; (8) S14°22'39"E, 242.54 FEET; (9) N90°00'00"W, 1627.12 FEET; (10) N26°59'52"E, 370.22 FEET; (11) N52°15'06"E, 102.40 FEET; (12) N30°23'51"E, 123.37 FEET; (13) N09°37'26"E, 160.48 FEET; (14) N13°12'27"W, 123.35 FEET; (15) N31°03'02"W, 99.94 FEET; (16) N17°19'41"W, 73.31 FEET TO THE TRUE POINT OF BEGINNING.

TOTAL OPEN SPACE AREA COMPRISES 6,561,083.83 SF OR 150.62 AC, MORE OR LESS.

AFFECTS PARCEL NUMBERS:

20-9370  
21-5550  
21-0645  
15-5338  
07-6898  
21-0644

Exhibit A



20-9372  
20-9040

Exhibit A

**EXHIBIT B**

**Depiction of Open Space**

18445988\_v2

Exhibit B

4850-4038-9603

