

WHEN RECORDED, MAIL TO:

Herriman 73 Partners LLC
10771 South Rippling Bay
South Jordan, Utah 84009
Attn: Larry Myler

14070040 B: 11399 P: 7887 Total Pages: 13
02/07/2023 04:36 PM By: ECarter Fees: \$44.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Parcel Numbers: 26-25-400-079; 26-25-400-050;
26-25-400-093; 26-25-400-085;
26-25-400-091; 26-25-400-076

164616-BHP

DECLARATION OF ACCESS EASEMENT

This Declaration of Access Easement (this “*Declaration*”) is made and entered into effective as of February 6, 2023 by Herriman 73 Partners LLC, a Utah limited liability company (“*Herriman Partners*”).

A. Herriman Partners is the current owner of those certain parcels of real property located in Salt Lake County, Utah, as more particularly described on Exhibit A (collectively, the “*Burdened Properties*”), and in such capacities is referred to herein as the “*Burdened Property Owners*.”

B. Herriman Partners is also the current owner of those certain parcels of real property located in Salt Lake County, Utah, situated to the west and north of the Burdened Properties, as more particularly described on Exhibit B (collectively, “*Benefited Properties*” and together with the Burdened Properties, the “*Properties*” and each, a “*Property*”), and in such capacities is referred to herein as the “*Benefited Property Owners*.”

C. The Burdened Property Owners and the Benefited Property Owners, together with their successors and assigns, are each sometimes referred to herein individually as an “*Owner*” and collectively as the “*Owners*.”

D. A private access road is being constructed, or will be constructed, across the Burdened Properties, connecting Herriman Auto Row, a public street, to the Properties in Herriman City, Utah, as such private access road is more particularly described on Exhibit C and shown on Exhibit D attached hereto (the “*Access Road*”), for the purpose of providing each of the Owners egress and ingress to and from their respective Properties and Herriman Auto Row.

E. Subject to the terms and conditions set forth herein, Herriman Partners desires to establish certain rights for the easement set forth below with respect to the Access Road for the benefit of the Benefited Properties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners agree as follow:

1. Access Road Easement. The Burdened Property Owners, as the owners of the Burdened Properties, hereby create, grant, convey, transfer, and assign, without warranty, to the Benefited Property Owners, for the benefit of their respective Benefited Properties and all of their respective owners, tenants, employees, contractors, licensees and other invitees thereof (the “*Permittees*”), a nonexclusive, perpetual easement and right of way of access, passage and use, both pedestrian and vehicular on, over, upon and across the Access Road for the purpose of ingress and egress to and from Herriman Auto Row and the Benefited Properties (the “*Easement*”). The Easement is granted for the purpose of providing road access, utilities and other infrastructure improvements to the Benefited Properties to and from the Access Road.

The Benefited Property Owners shall have the right to increase their usage of, or burden placed upon the Access Road, utilities and infrastructure improvements to serve the future needs and changing land use of the Benefited Properties as the Benefited Property Owners deem appropriate, whether for residential or commercial use.

2. Maintenance, Repair and Replacement. Each of the Owners shall share the costs of maintaining, repairing and replacing the Access Road situated on such Owner's Property; provided, however, that any damage specifically caused by an Owner or a Permittee of an Owner shall be repaired by such Owner, at such Owner's cost. Subject to the foregoing, the Burdened Property Owners shall be solely responsible to perform the maintenance, repair and replacement of the Access Road in a good and safe condition and repair, reasonably free and clear from obstruction, debris, hazard, and nuisance and in accordance with all applicable laws and regulations.

3. No Barriers. No walls, fences, structures, landscaping, or barriers of any kind shall be constructed or maintained on any portion of the Access Road, and no person is permitted to make any changes to grade elevations, that would materially limit, prevent or impair the use or exercise of the Easement established in this Declaration, or the free access and movement of pedestrian and vehicular traffic on and across the Access Road, except temporary barriers as may be reasonably necessary during construction on the Burdened Properties provided that such temporary barriers do not completely block reasonable vehicular access to and from the Benefited Properties from Herriman Auto Row.

4. Duration; Public Dedication. The easements and each covenant and restriction set forth in this Declaration shall be temporary and shall automatically terminate upon the earlier of (1) the date of reconveyance of the Deed of Trust (defined below) through processes other than by foreclosure (or any action in lieu of foreclosure), or (2) the date that the Access Road is dedicated for public use. In the event the Burdened Property Owners dedicate or seek to dedicate the Access Road for public use to the Utah Department of Transportation or the City of Herriman, the Benefited Property Owners agree to join with the Burdened Property Owners in such dedication; and upon acceptance thereof, the Benefited Property Owners shall release their rights in and to such dedicated Access Road without the requirement of further action on the part of the Benefited Property Owners.

5. Covenants Run with Land. Each right and obligation in this Declaration (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of a Property; and (c) shall benefit and be binding upon any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Every person who owns, occupies or acquires any right, title, estate or interest in any portion of a Property shall be conclusively deemed to have consented and agreed to the obligations and restrictions contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in such Property.

6. Acknowledgment and Restriction. The Owners acknowledge that Reef Private Credit LLC, a Utah limited liability company ("**Reef**"), is the administrative agent to one or more third-party lenders who, on or about the date of this Declaration, have made a loan to Herriman Partners that is secured by, among other things, a Deed of Trust, Assignment of Leases and Rents and Security Agreement (Including Fixture Filing) dated on or about the date hereof and naming Reef as administrative agent for certain individuals/entities listed on Schedule "A" attached thereto, and their successors and assigns, collectively as "Beneficiary" (the "**Deed of Trust**"), which encumbers the Benefited Properties. Notwithstanding anything herein to the contrary, and until such time as the Deed of Trust is fully released against all of the Benefited Properties and reconveyed by the trustee named therein, this Declaration may not be amended, modified, supplemented, or terminated in any way unless such amendment, modification, supplementation

or termination has been executed and notarized by Reef and recorded in the Official Records of the Recorder's Office of Salt Lake County, Utah.

7. Third-Party Beneficiaries. Reef is an intended third-party beneficiary of this Declaration; provided that, such third-party beneficiary rights shall terminate as of the date this Declaration is terminated pursuant to the terms set forth Section 4. Subject to the foregoing, this Declaration is not intended, nor shall it be construed, to create any third-party beneficiary rights in or for the benefit of any person who is not an Owner, including any tenants of the Owners, except as otherwise expressly provided to the contrary in this Declaration.

8. Miscellaneous.

8.1 Should any Owner default in any of the covenants or restrictions herein contained, such defaulting Owner shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue from enforcing this Declaration or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting Owner to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

8.2 Subject to Section 8.4, below, in the event of a default by an Owner hereunder, the non-defaulting Owner shall have the right to prosecute any proceedings at law or in equity against the defaulting Owner, and to recover damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation of any of the terms, covenants, or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate. Subject to Section 8.4, below, all of the remedies permitted or available to an Owner under this Declaration or at law or in equity shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

8.3 No waiver by any Owner of any default under this Declaration shall be effective or binding on such Owner unless made in writing by such Owner, and no such waiver shall be implied from any omission by an Owner to take action in respect to such default. No express written waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such express waiver. One or more written waivers or any default under any provision of this Declaration shall not be deemed to be a waiver of any subsequent default in the performance or the same provision or any other term or provision contained in this Declaration.

8.4 It is expressly agreed that no breach of or event of default under this Declaration shall: (a) entitle any Owner to cancel, rescind, or otherwise terminate this Declaration; or (b) defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to any part of a Property. This limitation shall not affect in any manner any other rights or remedies that an Owner may have hereunder by reason of any such breach or default.

8.5 This Declaration shall apply to, inure to the benefit of and bind each Owner and all successors and assigns of each Owner's interest in such Owner's Property or any portion thereof. The rights and obligations conferred or imposed upon the Owners pursuant to this Declaration shall not be transferred or assigned to any other person, except together with the transfer or conveyance of such Owner's respective Property subject to the easements and the terms and conditions of this Declaration. Any Owner transferring its interest in such Owner's Property shall be released from all further obligations under this Declaration arising from and after the effective date of such transfer or conveyance. Nothing contained

herein shall, however, be construed to release any Owner from obligations accruing prior to the date of such transfer or conveyance, including obligations relating to any maintenance or repairs performed prior to such transfer. Nothing contained in this Declaration shall be deemed a gift or dedication of any portion of the Properties to the general public or for the public, or for any public purpose.

8.6 Upon execution, this Declaration, and any amendment hereto, any Owner may cause the Declaration and/or amendment to be recorded in the Official Records of the Recorder's Office of Salt Lake County, Utah. No amendment of this Declaration shall be effective unless such amendment has been executed and notarized by the Owners of the Properties and further provided that any such amendment is recorded in the Official Records of the Recorder's Office of Salt Lake County, Utah.

8.7 The Owners acknowledge their mutual intent and desire that the easements shall be and remain at all times senior and superior in title and priority to any mortgage, deed of trust or similar lien at any time encumbering any of the Properties.

[Remainder of page intentionally left blank. Signature page follows immediately.]

IN WITNESS WHEREOF, Herriman Partners has executed this Declaration of Access Easement the day and year first above written.

HERRIMAN PARTNERS:

HERRIMAN 73 PARTNERS LLC,
a Utah limited liability company


By: 
Larry Myler, Manager

By: 
James Horsley, Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Utah)

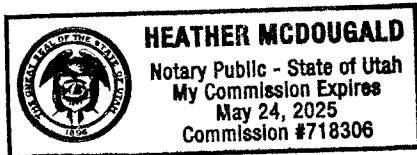
On this 24 day of January, 2023, personally appeared before me Larry Myler, as Manager of Herriman 73 Partners LLC, a Utah limited liability company, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he executed the same.





Notary Public
My Commission Expires: 5/24/25

STATE OF UTAH)
)
) :ss.
COUNTY OF Utah)

On this 24th day of January, 2023, personally appeared before me James Horsley, as Manager of Herriman 73 Partners LLC, a Utah limited liability company, the signer of the foregoing instrument, who known to me (or proved on the basis of sufficient identification), acknowledged to me that he executed the same.




Notary Public
My Commission Expires: 5/24/25

[Signature page to Declaration of Access Easement]

EXHIBIT A

(Legal Description of Burdened Properties)

Parcel No: 26-25-400-079: (For Reference Purposes Only)

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HERRIMAN MAIN STREET, SAID POINT ALSO BEING ON THE NORTH LINE OF THE HERRIMAN 73 PARTNERS, LLC PARCEL AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED AUGUST 30, 2019 AS ENTRY NO. 13064200 IN BOOK 10824 AT PAGE 207 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING ON THE ARC OF A 1593.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; SAID POINT BEING NORTH 89°36'57" WEST ALONG THE SECTION LINE 1563.43 FEET AND NORTH 831.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°26'15" A DISTANCE OF 735.05 FEET, CHORD BEARS NORTH 25°40'16" WEST 728.54 FEET; THENCE NORTH 51°06'36" EAST 285.73 FEET; THENCE SOUTH 89°54'21" EAST 332.40 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL CONVEYED TO HERRIMAN CITY BY QUIT CLAIM DEED MARCH 1, 2021 AS ENTRY NO. 13582217 IN BOOK 11127 AT PAGE 7194 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 00°20'39" WEST ALONG SAID WEST LINE 809.83 FEET TO A POINT ON THE NORTHEASTERLY EXTENSION OF SAID NORTH LINE OF THE HERRIMAN 73 PARTNERS, LLC; THENCE SOUTH 83°45'00" WEST ALONG SAID NORTH LINE AND SAID EXTENSION 235.72 FEET TO THE POINT OF BEGINNING.

Parcel No. 26-25-400-085: (For Reference Purposes Only)

NORTH CONNECTION PIECE

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL CONVEYED TO HERRIMAN 73 PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 30, 2021, AS ENTRY NO. 13859858 IN BOOK 11289 AT PAGE 6068 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 0°23'45" EAST ALONG THE SECTION LINE 1671.40 FEET, MORE OR LESS, AND NORTH 89°44'30" WEST 1315.96 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0°21'17" WEST ALONG SAID WEST LINE 83.04 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°44'39" WEST 20.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THAT CERTAIN PARCEL ALSO CONVEYED TO HERRIMAN 73 PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED JUNE 8, 2021, AS ENTRY NO. 13685837, IN BOOK 11187 AT PAGE 6068 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 0°21'17" EAST ALONG SAID EAST LINE 82.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°54'21" EAST 20.00 FEET TO THE POINT OF BEGINNING.

SOUTH CONNECTION PIECE

BEGINNING AT THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL CONVEYED TO HERRIMAN 73 PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 30, 2021, AS ENTRY NO. 13859858 IN BOOK 11289 AT PAGE 6068 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 0°23'45" EAST ALONG THE SECTION

LINE 1671.40 FEET, MORE OR LESS, AND NORTH 89°44'30" WEST 1315.96 FEET, MORE OR LESS, SOUTH 0°21'17" WEST ALONG THE WEST LINE OF SAID PARCEL 83.04 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 0°21'17" WEST ALONG THE SOUTHERLY EXTENSION OF SAID WEST LINE 917.36 FEET TO THE NORTH RIGHT OF WAY LINE OF MYLER CROSSING; THENCE WEST ALONG SAID NORTH RIGHT OF WAY LINE 20.00 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE EAST LINE OF THAT CERTAIN PARCEL ALSO CONVEYED TO HERRIMAN 73 PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED JUNE 8, 2021, AS ENTRY NO. 13685837, IN BOOK 11187 AT PAGE 6068 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 0°21'17" EAST ALONG SAID SOUTHERLY EXTENSION AND SAID EAST LINE 917.45 FEET; THENCE SOUTH 89°44'39" EAST 20.00 FEET TO THE POINT OF BEGINNING.

Parcel No. 26-25-400-091: (For Reference Purposes Only)

BEGINNING NORTH 89°53'36" WEST 905.03 FEET AND SOUTH 1060 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 926 FEET; THENCE WEST 411.49 FEET; THENCE NORTH 0°05'37" EAST 926 FEET; THENCE EAST 411.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF (I) MIDAS CROSSING RETAIL CENTER SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON APRIL 2, 2021 AS ENTRY NO. 13619023 IN BOOK 2021P AT PAGE 80, AND (II) MIDAS CROSSING RETAIL CENTER SUBDIVISION PHASE 2, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON AUGUST 17, 2021 AS ENTRY NO. 13747271 IN BOOK 2021P AT PAGE 203.

ALSO LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND, TO-WIT:

A PARCEL OF LAND SITUATE WITHIN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST SALT LAKE BASE AND MERIDIAN, LOCATED IN HERRIMAN CITY, COUNTY OF SALT LAKE, STATE OF UTAH, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF MOUNTAINVIEW CORRIDOR, SAID POINT BEING NORTH 89°36'54" WEST, ALONG THE SECTION LINE, A DISTANCE OF 428.47 FEET AND NORTH 0°23'06" EAST, PERPENDICULAR TO SAID SECTION LINE, A DISTANCE OF 909.99 FEET, FROM THE SOUTHEAST CORNER OF SAID SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°47'31" WEST, A DISTANCE OF 525.77 FEET, TO THE EAST LINE OF A PROPOSED ROAD; THENCE NORTHWESTERLY ALONG SAID EAST LINE AND THE ARC OF A 3441.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 5°44'35", A DISTANCE OF 344.91 FEET, SUBTENDED BY A LONG CHORD BEARING NORTH 21°05'42" WEST, A DISTANCE OF 344.77 FEET; THENCE DEPARTING SAID EAST LINE ON A RADIAL BEARING OF NORTH 66°02'00" EAST, A DISTANCE OF 548.35 FEET, MORE OR LESS, TO THE WESTERLY LINE OF MOUNTANVIEW CORRIDOR; THENCE SOUTHEASTERLY, MORE OR LESS, ALONG SAID WESTERLY LINE AND THE ARC OF A 5634.47 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 5°45'36", A DISTANCE OF 566.45 FEET,

SUBTENDED BY A LONG CHORD BEARING SOUTH 15°14'03" EAST, A DISTANCE OF 566.21 FEET, TO THE POINT OF BEGINNING

Parcel No. 26-25-400-076: (For Reference Purposes Only)

A TRACT OF LAND BEING SITUATE IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, HAVING A BASIS OF BEARINGS OF NORTH 89°36'57" WEST BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF SAID SECTION 25, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF MOUNTAIN VIEW CORRIDOR AS SHOWN ON UDOT PROJECT NO. MP-0182(6), SAID POINT ALSO BEING NORTH 00°23'45" EAST ALONG THE SECTION LINE A DISTANCE OF 909.43 FEET AND NORTH 89°36'15" WEST 424.55 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES, 1) SOUTH 07°01'26" EAST 100.36 FEET TO THE POINT OF A NON-TANGENT 6040.00 FOOT RADIUS CURVE TO THE RIGHT, 2) ALONG SAID CURVE A DISTANCE OF 688.47 FEET THROUGH A CENTRAL ANGLE OF 06°31'51" (CHORD BEARS SOUTH 09°08'58" EAST 668.10 FEET) TO THE NORTH RIGHT-OF-WAY LINE OF 12600 SOUTH STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES, 1) NORTH 89°01'24" WEST 30.82 FEET, 2) SOUTH 86°37'40" WEST 287.29 FEET, 3) NORTH 89°01'17" WEST 284.04 FEET; THENCE NORTH 00°15'35" EAST 792.64 FEET; THENCE SOUTH 89°44'26" EAST 476.33 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF MIDAS CROSSING RETAIL CENTER SUBDIVISION PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON APRIL 2, 2021 AS ENTRY NO. 13619023 IN BOOK 2021P AT PAGE 80.

EXHIBIT B

(Legal Description of Benefited Properties)

Parcel No: 26-25-400-079: (For Reference Purposes Only)

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HERRIMAN MAIN STREET, SAID POINT ALSO BEING ON THE NORTH LINE OF THE HERRIMAN 73 PARTNERS, LLC PARCEL AS CONVEYED BY SPECIAL WARRANTY DEED RECORDED AUGUST 30, 2019 AS ENTRY NO. 13064200 IN BOOK 10824 AT PAGE 207 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING ON THE ARC OF A 1593.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; SAID POINT BEING NORTH 89°36'57" WEST ALONG THE SECTION LINE 1563.43 FEET AND NORTH 831.38 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 26°26'15" A DISTANCE OF 735.05 FEET, CHORD BEARS NORTH 25°40'16" WEST 728.54 FEET; THENCE NORTH 51°06'36" EAST 285.73 FEET; THENCE SOUTH 89°54'21" EAST 332.40 FEET, MORE OR LESS, TO THE WEST LINE OF THAT CERTAIN PARCEL CONVEYED TO HERRIMAN CITY BY QUIT CLAIM DEED MARCH 1, 2021 AS ENTRY NO. 13582217 IN BOOK 11127 AT PAGE 7194 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 00°20'39" WEST ALONG SAID WEST LINE 809.83 FEET TO A POINT ON THE NORTHEASTERLY EXTENSION OF SAID NORTH LINE OF THE HERRIMAN 73 PARTNERS, LLC; THENCE SOUTH 83°45'00" WEST ALONG SAID NORTH LINE AND SAID EXTENSION 235.72 FEET TO THE POINT OF BEGINNING.

Parcel No: 26-25-400-050: (For Reference Purposes Only)

COMMENCING NORTH 89°53'36" WEST 905.03 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 1060 FEET; THENCE WEST 411.49 FEET; THENCE NORTH 00°05'37" EAST 1060 FEET; THENCE EAST 411.49 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED IN WARRANTY DEED RECORDED JANUARY 22, 2010 AS ENTRY NO. 10883860 IN BOOK 9798 AT PAGE 7863, BEING DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR A HIGHWAY KNOWN AS PROJECT NO. MP-0182(6), BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH CORNER IS 905.03 FEET NORTH 89°53'36" WEST ALONG THE SECTION LINE FROM THE EAST QUARTER CORNER OF SAID SECTION 25, AND RUNNING THENCE SOUTH 419.66 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 240.00 FEET RADIALLY DISTANT WESTERLY FROM SAID CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1156+65.44; THENCE NORTHWESTERLY 481.31 FEET ALONG THE ARC OF A 6,060.00 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS NORTH 29°11'10" WEST FOR A DISTANCE OF 481.19 FEET) TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AT A POINT 240.00 FEET RADIALLY DISTANT WESTERLY FROM SAID

CONTROL LINE OPPOSITE APPROXIMATE ENGINEER STATION 1161+65.81; THENCE SOUTH 89°53'36" EAST (EAST BY RECORD) 234.65 FEET ALONG SAID NORTHERLY LINE TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

ALSO LESS AND EXCEPTING THEREFROM ANY PORTION OF LAND LYING EASTERLY OF THE WESTERLY BOUNDARY LINE OF THE MOUNTAIN VIEW SOUTH BOUND CORRIDOR.

Parcel No. 26-25-400-093: (For Reference Purposes Only)

A PORTION OF PROPOSED LOT 3 OF THE PROPOSED HERRIMAN AUTOMALL PHASE 1 SUBDIVISION, CURRENTLY IN REVIEW WITH HERRIMAN CITY, SAID PORTION BEING LOCATED WITHIN THAT CERTAIN PARCEL CONVEYED BY QUIT CLAIM DEED RECORDED MAY 17, 2022 AS ENTRY NO. 13953427 IN BOOK 11339 AT PAGE 7357 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID PORTION OF SAID PROPOSED LOT LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR, SAID POINT BEING THE NORTHEAST CORNER OF THAT CERTAIN PARCEL CONVEYED BY SPECIAL WARRANTY DEED RECORDED JUNE 30, 2022 AS ENTRY NO. 13978206 IN BOOK 11352 AT PAGE 9351 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 00°23'45" EAST ALONG THE SECTION LINE 1461.47 FEET AND WEST 576.12 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 25, AND RUNNING THENCE SOUTH 66°02'00" WEST ALONG THE SOUTHERLY LINE OF SAID PROPOSED LOT 357.56 FEET TO A POINT ON THE WEST LINE OF SAID PARCEL CONVEYED BY QUIT CLAIM DEED, SAID POINT ALSO BEING ON THE EAST LINE OF THAT CERTAIN PARCEL CONVEYED BY SPECIAL WARRANTY DEED RECORDED MARCH 5, 2021 AS ENTRY NO. 13587201 IN BOOK 11130 AT PAGE 6170 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 00°15'35" EAST ALONG SAID COMMON EAST AND WEST LINE 314.22 FEET TO A POINT ON THE NORTHERLY LINE OF SAID PROPOSED LOT; THENCE NORTH 61°18'00" EAST ALONG SAID NORTHERLY LINE 249.72 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE AND A POINT ON THE ARC OF A 6060.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°54'38" A DISTANCE OF 307.85 FEET, CHORD BEARS SOUTH 20°11'49" EAST 307.82 FEET, TO THE POINT OF BEGINNING. (BASIS OF BEARING IS NORTH 89°36'57" WEST ALONG THE SOUTH SECTION LINE OF SAID SECTION 25 BETWEEN THE SOUTHEAST CORNER AND THE SOUTH QUARTER CORNER OF THE AFOREMENTIONED SECTION)

Parcel No. 26-25-400-085: (For Reference Purposes Only)

BEGINNING AT A POINT ON THE WEST LINE OF THAT CERTAIN PARCEL CONVEYED TO HERRIMAN 73 PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED DECEMBER 30, 2021, AS ENTRY NO. 13859858 IN BOOK 11289 AT PAGE 6068 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 00°23'45" EAST ALONG THE SECTION LINE 1671.40 FEET, MORE OR LESS, AND NORTH 89°44'30" WEST 1315.96 FEET, MORE OR LESS, FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°21'17" WEST ALONG SAID WEST LINE 83.04 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89°44'39" WEST 20.00 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THAT

CERTAIN PARCEL ALSO CONVEYED TO HERRIMAN 73 PARTNERS, LLC BY SPECIAL WARRANTY DEED RECORDED JUNE 8, 2021, AS ENTRY NO. 13685837, IN BOOK 11187 AT PAGE 6068 IN THE OFFICE OF SAID COUNTY RECORDER; THENCE NORTH 00°21'17" EAST ALONG SAID EAST LINE 82.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89°54'21" EAST 20.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT C

(Legal Description of the Access Road)

BEGINNING AT A POINT ON THE NORTH LINE OF MIDAS CREEK RETAIL CENTER PHASE 1 SUBDIVISION, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2021 OF PLATS AT PAGE 80, SAID POINT BEING NORTH 00°23'45" EAST ALONG THE SECTION LINE 616.93 FEET AND WEST 370.52 FEET TO THE NORTHEAST CORNER THEREOF AND ALONG THE NORTH LINE OF SAID SUBDIVISION THE FOLLOWING TWO COURSES: (1) WEST 505.59 FEET TO A POINT ON A 1041.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; AND (2) NORTHWESTERLY ALONG SAID CURVE A DISTANCE OF 63.85 FEET THROUGH A CENTRAL ANGLE OF 03°30'52", CHORD BEARS NORTH 09°18'57" WEST 63.84 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE WEST 83.69 FEET ON SAID NORTH LINE TO A POINT ON THE ARC OF A 959.00 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT AND THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°11'00" A DISTANCE OF 3.07 FEET, CHORD BEARS SOUTH 11°56'30" EAST 3.07 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MYLER CROSSING; THENCE WEST ALONG SAID RIGHT OF WAY LINE 12.48 FEET TO A POINT ON THE ARC 10.05 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°04'20" A DISTANCE OF 17.66 FEET, CHORD BEARS NORTH 39°48'59" EAST 15.48 FEET TO A POINT ON THE ARC OF A 959.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°09'43" A DISTANCE OF 253.04 FEET, CHORD BEARS NORTH 20°09'28" WEST 253.04 FEET; THENCE NORTH 27°44'20" WEST 848.74 FEET; THENCE SOUTH 89°54'21" EAST 92.73 FEET; THENCE SOUTH 27°44'20" EAST 805.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 1041.00 RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°39'57" A DISTANCE OF 302.80 FEET, CHORD BEARS SOUTH 19°24'21" EAST 301.74 FEET, TO THE POINT OF BEGINNING.

EXHIBIT D

(Depictions of the Access Road)

The following depictions of the Access Road is for illustrative purposes only and shall not be binding on the Owners.

