

WHEN RECORDED, RETURN TO:

Suburban Land Reserve, Inc.  
Attn: Ryan Bull  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

Tax Parcel ID No.: 58:041:0242

ENT 187308:2021 PG 1 of 12  
Andrea Allen  
Utah County Recorder  
2021 Nov 04 08:59 AM FEE 40.00 BY KR  
RECORDED FOR First American Title Insurance Company  
ELECTRONICALLY RECORDED

(Space above for Recorder's use only)

### STORMWATER DRAINAGE EASEMENT AGREEMENT

THIS STORMWATER DRAINAGE EASEMENT AGREEMENT (this "Agreement") is made this 26<sup>th</sup> day of October 2021 (the "Effective Date"), by and between SUBURBAN LAND RESERVE, INC., a Utah corporation ("Grantor"), and Saratoga 262 Partners LLC ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party," and collectively as the "Parties."

#### RECITALS

A. Grantor is the owner of certain real property located in Saratoga Springs, Utah County, Utah, known as Utah County Tax ID No. 58:041:0242 and more particularly depicted on Exhibit A, attached hereto and incorporated herein by this reference (the "Grantor Property").

B. Grantee is the owner of certain real property located in Saratoga Springs, Utah County, Utah, known as Utah County Tax ID Nos. 58:041:0244 and 58:041:0243 and more particularly depicted on Exhibit B, attached hereto and incorporated herein by this reference (the "Grantee Property").

C. Grantee desires to obtain from Grantor a perpetual, non-exclusive stormwater drainage easement on, across, under, and through a portion of the Grantor Property (the "Easement Area"), which Easement Area is more particularly described on Exhibit C, attached hereto and incorporated herein by this reference.

D. Grantor is willing to grant such easement to Grantee, subject to the terms and conditions set forth in this Agreement.

#### TERMS AND CONDITIONS

NOW, THEREFORE, for the sum Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Grantor does hereby convey, without warranty, unto Grantee for the benefit of Grantee a non-exclusive easement (the "Easement") on, over, across, under and through the Easement Area for the purposes of constructing, operating, repairing, altering, protecting, restoring, maintaining, and replacing an underground stormwater drainage line and related facilities (the collectively, the "Improvements"). Pursuant to the Easement, Grantee may take all actions reasonably necessary for the construction of the Improvements. Such actions may include, without limitation, excavating, grading, storing supplies or materials, or using construction equipment. Pursuant to the Easement, Grantee and Grantee's Agents shall have the right to unobstructed pedestrian and vehicular access to the Easement Property. Except for manholes, catch basins, drain openings and other surface components required by

applicable building standards, the Improvements shall be constructed and placed underground and shall not be visible from the surface of the Grantor Property. All costs of the Improvements, including, without limitation, construction, replacement, relocation, removal, operation, use, maintenance and/or repair thereof, shall be the sole responsibility of Grantee without reimbursement from Grantor except as expressly provided in Section 2. Grantor's review and approval shall not infer that the Improvements comply with applicable laws, or are sufficient for Grantee's use. Nevertheless, Grantee shall satisfy with reasonable diligence any and all municipal requirements, repair obligations, and improvements without cost to Grantor to fulfill all warranty obligations regarding the Improvements.

## 2. Construction of Improvements.

2.1. Grantee's Obligation to Construct the Improvements. As consideration for Grantor conveying the Easement to Grantee, Grantee shall construct and install the Improvements with a twenty-four inch (24") line, which the parties agree will provide capacity for stormwater drainage of the Grantor Property and the Grantee Property based on the residential uses currently anticipated. For the avoidance of doubt, the parties agree that a line of eighteen inches (18") would provide sufficient capacity for stormwater drainage from the Grantor Property and the "upsizing" from 18 inches (18") to twenty-four inches (24") will provide sufficient capacity for stormwater drainage from the Grantee Property, and that hereafter the Grantor Property and Grantee Property are, respectively, entitled to use such capacity. It is expressly agreed that with respect to the initial construction and installation of the Improvements, Grantee shall pay all costs and expenses associated with constructing and installing the Improvements, including, any costs associated with any future "upsizing" required to accommodate any currently unanticipated discharge from the Grantor Property (subject to Section 2.3).

2.2. Grantor's Approval Rights. Prior to the construction and installation of the Improvements, Grantee shall submit its design of the Improvements (the "**Construction Plans**") to Grantor for Grantor's review and approval (not to be unreasonably withheld, conditioned, or delayed), it being agreed that Grantor and Grantee shall prepare and design the Construction Plans in order for the Improvements to manage storm drainage from the Grantee Property and Grantor Property. During the approval process for the Improvements, Grantor and Grantee shall work together in a mutually cooperative manner to determine the design and construction of the Improvements. During the construction of the Improvements, Grantor shall continue to have the right to review and approve said construction, and confirm the Improvements comply with the previously approved Construction Plans. In all events, Grantee shall obtain Grantor's approval (not to be unreasonably withheld, conditioned, or delayed) prior to making any material alterations or deviations to the Construction Plans.

2.3. Replacement of Improvements by Grantor. Grantee shall initially construct and install the Improvements at Grantee's sole cost and expense. If, however, after completion of the Improvements by Grantee, Grantor desires to alter or modify the Improvements located on the Grantor Property, then the allocation of the costs associated with such alterations and modifications shall be adjusted such that (a) Grantor shall be responsible for the costs and expenses associated with altering and modifying an eighteen inch (18") storm drain line, and (b) Grantee shall be responsible for the costs and expenses associated with upsizing the storm drain line from an eighteen inch (18") line to a twenty-four inch (24") storm drain line.

3. Access. Grantee and its agents, servants, employees, consultants, contractors and subcontractors (collectively, "**Grantee's Agents**") shall have the right to enter upon the Easement Area solely for the purposes permitted by this Agreement. To the extent feasible, Grantee shall enter upon the Easement Area from existing roads. To the extent existing roads do not provide reasonable access to the Easement Property for the purposes contemplated under this Agreement, Grantee may also use other portions of the Grantor Property to access the Easement Area provided such use does not unreasonably

interfere with Grantor's use of the Grantor Property. Grantee shall enter the Easement Area and Grantor Property at its sole risk and hazard, and Grantee and its successors and assigns, hereby release Grantor from any and all claims relating to the condition of the Easement Area and Grantee and Grantee's Agents' entry upon the Easement Area. In the event Grantee needs to access the Easement Area to perform any maintenance, repair, or restoration work on the Easement Area, Grantee shall (i) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Area and (ii) except in the case of an emergency, perform such work on days other than Sunday (and in the event of any emergency on Sunday, work will only be performed to the minimum extent necessary to cure or remediate such emergency).

4. Reservation by Grantor. Notwithstanding anything to the contrary in this Agreement, Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area. Without limiting the above, Grantor reserves the right (i) to relocate, or require the relocation of the Improvements and the Easement Area at any time at Grantor's cost and expense, provided that such relocation provides Grantee with comparable easement rights and functionality of the Improvements (in which case such relocation terminates the use of the Easement in its prior location), and (ii) to grant additional rights, easements, or encumbrances to other third parties to use or occupy the Easement Area (or the surface of the Grantor Property above the Easement Area) provided such additional rights, easements, or encumbrances shall not interfere with Grantee's exercise of the rights granted hereunder. Grantee hereby understands and agrees that this Easement is granted on a non-exclusive basis and that other third parties have been, and/or may be in the future, granted the right by Grantor to use the Easement Area and/or surrounding areas in a way that does not materially prevent or impair Grantee's use or exercise of the easement rights granted hereby.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express, or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

6. Maintenance and Restoration. Unless and until the Improvements are dedicated or otherwise transferred to a public entity which accepts the ownership or use such Improvements and the obligation to maintain the same, Grantee, at its sole cost and expense, shall maintain and repair the Improvements, and any and all related infrastructure installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor Property, any improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water, and/or irrigation pipes, lines, and ditches, curbs, gutters, asphalt, surfaces, fences, signs, lighting, buildings, etc.), and the Easement Area caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property (and any improvements located thereon) and the Easement Area to substantially the same condition as existed immediately prior to any entry onto or work performed on the Grantor Property or the Easement Area by Grantee and Grantee's Agents. Grantee's restoration responsibilities shall also include, but not be limited to: (i) removal of all

infrastructure, equipment or materials other than the Improvements which Grantee has caused to be placed upon the Grantor Property; (ii) mounding of the same topsoil which may be removed, or soil of equal similar quality, in all areas which may be affected by Grantee's construction or excavation activities such that the mounded areas shall settle to the approximate depth of the surrounding surface after the construction activities; (iii) the filling in and repairing of all other portions of the Grantor Property which are damaged, rutted or otherwise disturbed as a result of Grantee's operations such that all disturbed areas are ready for re-vegetation and leaving the Grantor Property in a condition which is clean, free of debris and hazards which may be caused by Grantee's activities, and subject to neither, environmental hazards, nor liens caused by Grantee's activities.

7. Construction of the Improvements. Grantee will conduct, or cause its contractors to conduct, all construction and maintenance activities in a good and workmanlike manner and in compliance with all laws, rules, and ordinances, both present and future. Upon completion of the Improvements, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of such completion.

8. Compliance with Laws. Grantee will comply with all applicable laws, statutes, codes, acts, ordinances, rules, regulations, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of and agreements with all governments, departments, commissions, boards, courts, authorities, agencies, officials and officers, including, without limitation, any building, zoning and land use laws.

9. Insurance. Grantee will maintain in force, and cause its contractors and subcontractors to maintain in force, the insurance policies and coverage set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are either covered under the terms of applicable insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain, and cause its contractors and subcontractors to obtain and maintain, the following insurance coverage and policies:

9.1 Liability Insurance Coverage and Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas.

9.2 Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law. In addition, Grantee shall maintain Employers' Liability Insurance with a minimum limit of not less than Five Hundred Thousand Dollars (\$500,000.00).

9.3 Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than Two Million Dollars (\$2,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4 Waiver. Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to Grantee's property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

9.5 Additional Terms. Neither the amount nor the scope of any of the obligations of Grantee under this Agreement or otherwise, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Grantor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Grantor, shall be delivered to Grantor within ten (10) days after the Effective Date, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement.

10. Indemnification by Grantee. Grantee hereby agrees to indemnify, save, defend (with counsel reasonably acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by, or under control with Grantor, and its and their affiliates' officers, directors, employees, managers, members, agents and servants (collectively, "**Affiliates**") from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage that may be incurred by Grantor or its Affiliates as a result of any liabilities, damages, judgments, costs, expenses, penalties, and/or injuries to persons or property caused by or arising out of, either directly or indirectly, (i) the use of the Easement Area by Grantee and/or Grantee's Agents; (ii) any entry onto the Easement Area and/or the Grantor Property by Grantee and/or Grantee's Agents; and (iii) any work performed on the Easement Area by Grantee and/or Grantee's Agents, except to the extent caused directly as a result of the negligence or willful misconduct of Grantor and/or its Affiliates.

11. Liens. Grantee shall keep the Grantor Property and Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Grantor from any liens that may be placed on the Grantor Property pertaining to any work performed, materials furnished, or obligations incurred by, through, for, or under Grantee or Grantee's Agents.

12. Remedies.

12.1 Self Help and other Remedies. If any Party defaults in the performance of its obligations hereunder, and the default is not cured within ten (10) days following delivery of written notice to such defaulting Party, then the non-defaulting Party shall have the right to (i) perform such obligation on behalf of the defaulting Party, in which event such defaulting Party shall reimburse such non-defaulting Party for all amounts expended by the non-defaulting Party on behalf of the defaulting Party, together with interest thereon at the lesser of twelve percent ( 12%) per annum or the maximum amount permitted by law from the date the amounts are expended until the date repaid' and/or (ii) exercise any other rights or remedies available to the non-defaulting Party either at law or in equity.

12.2 Injunctive Relief. In the event of a breach by any Party hereto of any obligation of such Party under this Agreement, the non-defaulting Party shall be entitled to injunctive relief mandating compliance herewith, and shall be entitled to obtain a decree specifically enforcing the performance of the obligations created hereunder. The undersigned hereby acknowledge and stipulate the inadequacy of legal remedies and irreparable harm which would be caused by the breach of this Agreement, and such non-defaulting Party shall be entitled to relief by any and all other available legal and equitable remedies from the consequences of such breach. Any costs and expenses of any such proceeding, including reasonable attorney's fees, shall be paid by the defaulting Party.

12.3 Non-Waiver. No delay or omission of any Party hereto in the exercise of any rights created hereunder shall impair such right, or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of an event of default hereunder. A waiver by any Party hereto of a breach of, or default in, any of the terms, provisions and conditions of this Agreement by the other Party shall not be construed to be a waiver of any subsequent breach thereof or of any other term, condition or provision of this Agreement. Except as otherwise specifically provided in this Agreement, no remedy provided in this Agreement shall be exclusive, but instead all remedies shall be cumulative with all other remedies provided for in this Agreement and all other remedies at law or in equity which are available to the Parties hereto.

13. Notice. All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star, or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested. The addresses of the signatories to this Agreement are set forth below:

If to Grantor: Suburban Land Reserve, Inc.  
Attn: Ryan Bull  
51 South Main Street, Suite 301  
Salt Lake City, Utah 84111

With a copy to: Kirton McConkie  
Attn: Chase Nielsen  
50 East South Temple Street, Suite 400  
Salt Lake City, Utah 84111

If to Grantee: Saratoga 262 Partners LLC  
Attn: Larry Myler  
10771 South Rippling Bay  
South Jordan, UT 84009

14. Miscellaneous.

14.1 Binding Effect. Except as expressly stated herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and assigns.

14.2 Partial Invalidity. If any term covenant, or condition of this Agreement, of the application of it, to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant, or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

14.3 Relationship of the Parties. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or shall render any of such Parties liable for the debts or obligations of the other Party hereto.

14.4 Amendment. This Agreement may not be canceled, changed, modified, or amended, in whole or in part, except by written agreement executed by the Parties.

14.5 Assignment. Grantee may dedicate the Improvements to a public entity which agrees to accept the same. Until public dedication of the Improvements, Grantee shall have the right to assign its obligation to maintain the Improvements to an owners association. Otherwise, the obligations of Grantee and Grantor under this Agreement will run with the land for the benefit of the Grantor Property and the Grantee Property and will be binding on the parties and their respective successors-in-interest; provided, however, that no residential purchaser of any residential lot developed on the Grantor Property or Grantee Property shall be liable for any duties or obligations hereunder.

14.6 Attorneys' Fees. In the event any legal action or proceeding for the enforcement of any right or obligation contained in this Agreement is commenced, the prevailing Party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

14.7 Governing Law. This terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflicts of law.

14.8 Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public, for the general public, or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. The Parties agree that the Improvements may be dedicated to a public entity which agrees to accept the same. However, any such dedication shall be by separate instrument and this Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. Unless and until the Improvements are dedicated to a public entity, Grantor shall have the right to perform any act, or do any thing, from time to time that Grantor may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication occurs).

14.9 Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

*[Signature and Acknowledgement Follow]*





GRANTEE:

*Larry Myler*

By: Saratoga 262 Partners LLC

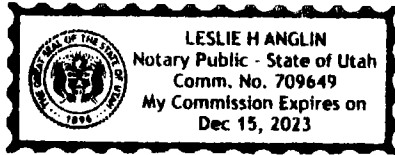
Name: Larry Myler

Its: Manager

STATE OF Utah )  
 ) :SS  
COUNTY OF Salt Lake )

On this 26 day of October, 2021, before me personally appeared Larry Myler whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being duly sworn ( or affirmed), did say that he is the manager of Saratoga 262 Partners, LLC, and that the foregoing document was signed by him on behalf of said corporation in his capacity as manager.

*Leslie Anglin*  
Notary Public for Utah  
My Commission Expires: Dec 15, 2023



**EXHIBIT A**

(Description of the Grantor Property)

**LEGAL DESCRIPTION**

**PREPARED FOR SUBURBAN LAND RESERVE, INC.**

**SARATOGA SPRINGS, UTAH (October 05, 2021)**

**REMAINDER DESCRIPTION OF PARCEL NO. 58:041:0242**

LOCATED IN SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF **FOUNDERS AT BEACON POINT PLAT A** SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N89°50'00"W ALONG THE SECTION LINE 358.93 FEET AND SOUTH 1173.11 FEET FROM THE NORTH QUARTER CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE BOUNDARY OF SAID PLAT THE FOLLOWING SIX (6) COURSES: SOUTH 607.20 FEET; THENCE EAST 1067.49 FEET; THENCE S61°50'59"E 388.24 FEET; THENCE N28°09'01"E 29.06 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT 4.26 FEET WITH A RADIUS OF 38.50 FEET THROUGH A CENTRAL ANGLE OF 06°20'40", CHORD: N24°58'41"E 4.26 FEET; THENCE S61°50'59"E 101.89 FEET; THENCE S28°09'01"W 597.67 FEET; THENCE S02°59'33"W 158.94 FEET MORE OR LESS TO THE NORTH LINE OF BENCHES PLAT 10, SUBDIVISION; THENCE N89°45'56"W ALONG THE NORTH LINE OF SAID SUBDIVISION 846.93 FEET TO THE NORTHWEST CORNER OF THE BENCHES PLAT 10 SUBDIVISION, SAID POINT ALSO BEING HELD AS THE CENTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°50'07"W ALONG THE QUARTER SECTION LINE 210.01 FEET TO THE SOUTHEAST CORNER OF PLAT "A", QUESTAR BENCHES MINOR SUBDIVISION; THENCE ALONG SAID SUBDIVISION THE FOLLOWING THREE (3) COURSES: N00°23'17"W 65.00 FEET; THENCE N89°50'07"W 110.00 FEET; THENCE S00°23'17"E 65.00 FEET TO SAID QUARTER SECTION LINE; THENCE N89°50'07"W ALONG SAID QUARTER SECTION LINE 609.23 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT 200.98 FEET WITH A RADIUS OF 3000.00 FEET THROUGH A CENTRAL ANGLE OF 03°50'19", CHORD: N01°55'09"W 200.95 FEET; THENCE NORTH 1287.68 FEET; THENCE EAST 558.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: ±45.81 ACRES

±1,995,435 SQ. FT.

**EXHIBIT B**

(Depiction of the Grantee Property)

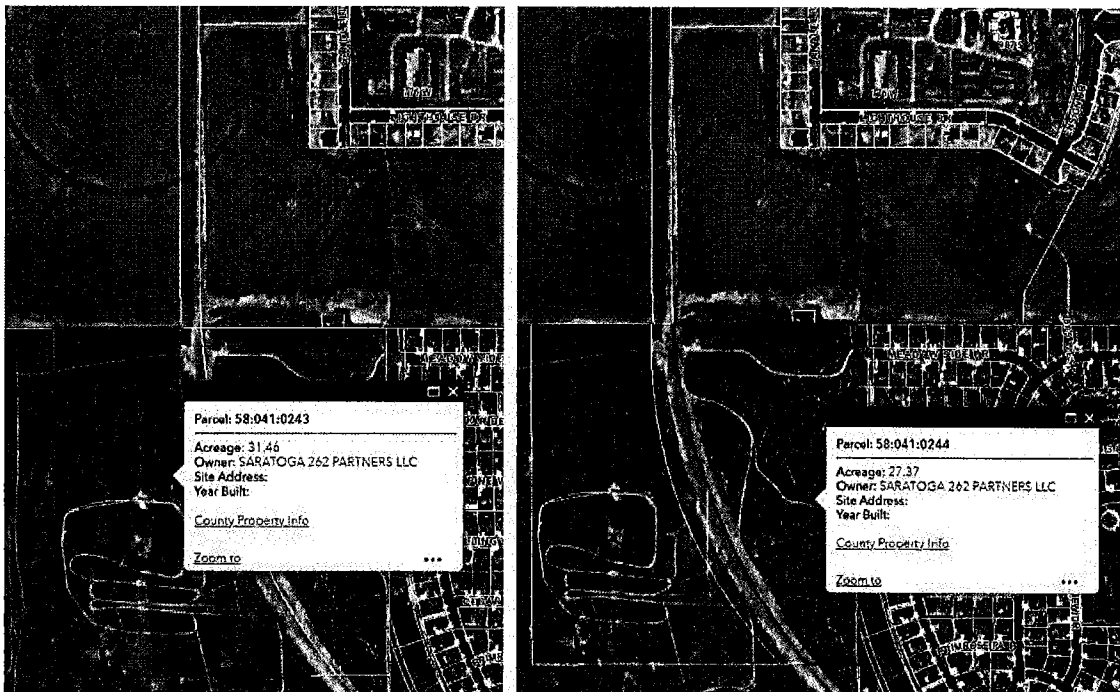
Parcel 58:041:0244

A portion of the Southwest Quarter of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian, more particularly described as follows:

Beginning at a point located South 89°50'07" East along the quarter section line 1773.74 feet from the West ¼ Corner of Section 34, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence South 89°50'07" East 929.24 feet to the Northwest Corner of The Benches Plat 10 Subdivision according to the official plat thereof on file in the office of the Utah County Recorder, thence South 89°45'50" East along the quarter section line 90.00 feet to the east edge of that buffer zone adjacent to and running along the easterly side of Foothill Boulevard; thence along the easterly edge of said buffer zone the following two (2) courses: South 0°23'17" East 880.46 feet; thence along the arc of a 2070.00 foot radius curve to the left 2114.49 feet through a central angle of 58°31'38" (chord: South 29°39'07" East 2023.75 feet); thence northwesterly along the arc of a 2145.00 foot radius non-tangent curve to the right (radius bears: North 18°15'05" East) 257.02 feet through a central angle of 6°51'55" (chord: North 58°18'58" West 250.87 feet); thence North 84°53'00" West 74.92 feet; thence along the arc of a 3000.00 foot radius curve to the right 382.18 feet through a central angle of 7°17'57" (chord: North 61°14'02" West 381.92 feet) to the west edge of that buffer zone adjacent to and running along the westerly side of Foothill Boulevard; thence northwesterly along the westerly edge of said buffer zone along the arc of a 2250.00 foot radius non-tangent curve to the right (radius bears: North 49°27'59" East) 1029.30 feet through a central angle of 26°12'39" (chord: North 27°25'41" West 1020.35 feet); thence West 442.27 feet; thence northwesterly along the arc of a 3000.00 foot radius non-tangent curve to the right (radius bears: North 57°09'21" West) 1518.73 feet through a central angle of 29°00'20" (chord: North 18°20'29" East 1502.56 feet) to the point of beginning.

Parcel 58:041:0243

COM S 89 DEG 50' 7" E 1047.92 FT FR W 1/4 COR. SEC. 34, T5S, R1W, SLB&M.; S 89 DEG 50' 7" E 619.35 FT; ALONG A CURVE TO L (CHORD BEARS: S 20 DEG 46' 13" E 1823.65 FT, RADIUS = 2250 FT); W 1266.05 FT; N 1707.05 FT TO BEG

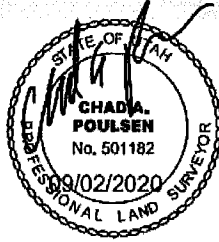


**EXHIBIT C**

(Legal Description of the Easement Area)



ENGINEERS  
SURVEYORS  
PLANNERS



**LEGAL DESCRIPTION  
PREPARED FOR  
FIELDSTONE HOMES  
Job No. 16-0005  
(September 2, 2020)**

**CANTON RIDGE 20' WIDE OFFSITE STORM DRAIN EASEMENT**

A PORTION OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED S89°50'07"E ALONG THE QUARTER SECTION LINE 2521.88 FEET FROM THE WEST 1/4 CORNER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE NORTH 163.36 FEET; THENCE N89°59'51"E 550.65 FEET; THENCE ALONG THE ARC OF A 510.50 FOOT RADIUS CURVE TO THE LEFT 551.08 FEET THROUGH A CENTRAL ANGLE OF 61°50'59" (CHORD: N59°04'31"E 524.71 FEET); THENCE N28°09'01"E 335.76 FEET TO THE SOUTH LINE OF FOUNDERS AT BEACON POINTE PLAT A SUBDIVISION; THENCE S61°50'59"E ALONG SAID SUBDIVISION 20.00 FEET; THENCE S28°09'01"W 335.76 FEET; THENCE ALONG THE ARC OF A 530.50 FOOT RADIUS CURVE TO THE RIGHT 572.66 FEET THROUGH A CENTRAL ANGLE OF 61°50'59" (CHORD: S59°04'31"W 545.26 FEET); THENCE S89°59'51"W 530.65 FEET; THENCE SOUTH 143.42 FEET TO THE QUARTER SECTION LINE; THENCE N89°50'07"W ALONG THE QUARTER SECTION LINE 20.00 FEET TO THE POINT OF BEGINNING.

*Cked by JJB 04 Sept. 2020*

CONTAINS: ±0.73 ACRES  
±31,833 SQ. FT.