



Recorded at the Request of:
Black Desert Master Community, LLC

**Record against the Property
described in Exhibit A**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

**MASTER BYLAWS
OF
BLACK DESERT MASTER COMMUNITY LLC**

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

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**MASTER BYLAWS
OF
BLACK DESERT MASTER COMMUNITY LLC**

ARTICLE I - GENERAL

1.1. Purpose of Master Bylaws.

These Master Bylaws are adopted by the Board of Managers (“Master Board”) in accordance with Utah Code Section 48-3a-112 for the regulation and management of the affairs of Black Desert Master Community, a Utah limited liability company (the “Master Community”), organized to be the association or company to which reference is made in the Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Black Desert, as amended or supplemented from time to time (the “Master Declaration”), to perform the functions as provided in the Articles of Organization, these Master Bylaws and the Master Declaration.

1.2. Terms Defined in Master Declaration.

Unless otherwise specifically provided herein, capitalized terms in these Master Bylaws shall have the same meaning as given to such terms in the Master Declaration.

1.3. Controlling Laws and Instruments.

These Master Bylaws are subject to the Utah Revised Limited Liability Company Act (Utah Code 48-3a-101, *et seq.*) (“LLC Act”), the Master Declaration, and the Articles of Organization of the Company (“Articles”) filed with the Division of Corporations and Commercial Code of the Utah Department of Commerce (the “Division”), as any of the foregoing may be amended from time to time. Where these Master Bylaws differ from the LLC Act, these Master Bylaws shall control unless the provisions of the LLC Act are mandatory and not default provisions.

ARTICLE II - OFFICES

2.1. Principal Office.

The principal office of the Company shall be at the address identified in the Company’s latest annual report filed with the Division. The Master Board in its discretion may change from time to time the location of the principal office. (A member of the Master Board shall hereinafter be referred to as a “Manager.”)

2.2. Registered Office and Agent.

The Act requires that the Company have and continuously maintain in the State of Utah a registered office and a registered agent. The registered agent must be an individual who resides in the State of Utah and whose business office is identical with the registered office. The initial registered office and the initial registered agent are specified in the Articles and may be changed by the Company at any time, without amendment to the Articles, by filing a statement as specified by law with the Division.

ARTICLE III - MEMBERS

3.1. Members.

The corporate entity of each homeowner association within the jurisdiction of the Company shall be deemed a "Sub-Association" and each Sub-Association shall be a Member of this Company. However, individual owners within each Sub-Association shall not be considered Members of this Company, but shall be bound to the decisions of this Company by virtue of being members in a Sub-Association under the jurisdiction of this Company.

3.2. Members' Voting Rights.

Subject to the provisions in the Master Declaration and the Articles, each Member shall be entitled to the number of votes associated with the units (dwelling, commercial or other) as indicated in the declaration and/or on a recorded plat for the sub-association of the Member.

ARTICLE IV - MASTER BOARD OF MANAGERS

4.1. General Powers and Duties of the Master Board of Managers.

The Master Board shall have the duty to manage and supervise the affairs of the Company and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Master Board shall have the power to exercise or cause to be exercised for the Company all of the powers, rights, and authority of the Company not reserved to Members in the Master Declaration, the Articles, these Master Bylaws, or the Act.

4.2. Special Powers and Duties of the Master Board of Managers.

Without limiting the foregoing statement of general powers and duties of the Master Board or the powers and duties of the Master Board as set forth in the Master Declaration, the Master Board shall be vested with the following specific powers and duties:

4.2.1 Assessments. The duty to fix and levy from time to time assessments, special assessments, and all other assessments upon the Members of the Company as provided in the Master Declaration; and to enforce the payment of such delinquent assessments as provided in the Master Declaration.

4.2.2 Insurance. The duty to contract and pay premiums for fire, casualty, liability, and other insurance in accordance with the provisions of the Master Declaration.

4.2.3 Maintenance. The duty to manage and care for the roads, sidewalks, streetscapes, and pathways which the Company owns or accepts an obligation for as identified in the Master Declaration, Master Bylaws, the private organic rules of the Company, or as approved by resolution of the Managers and to contract and pay for necessary or desirable improvements on property under the jurisdiction of the Company.

4.2.4 Agents and Employees. The power to select, appoint, and remove all officers, agents, and employees of the Company and to prescribe such powers and duties for them as may be consistent with law, with the Master Declaration, the Articles, and these Master Bylaws.

4.2.5 Borrowing. The power, with the approval of the Members representing at least two-thirds (2/3) of the voting power of the Company, to borrow money and to incur indebtedness for the purpose of the Company, and to cause to be executed and delivered therefor, in the Company's name, promissory notes, bonds, debentures, mortgages, pledges, hypothecations or other evidences of debt, and securities therefor.

4.2.6 Enforcement. The power to enforce the provisions of the Master Declaration, the rules and regulations, these Master Bylaws, or other agreements of the Company.

4.2.7 Delegation of Powers. The power to delegate its powers according to law.

4.2.8 Rules and Regulations. The power to adopt such rules and regulations with respect to the interpretation and implementation of the Master Declaration, use of Common Areas, and use of any property within the Property, including Living Units, and to levy fines and penalties for infractions and violations thereof; provided, however, that such rules and regulations shall be enforceable only to the extent that they are consistent with the Master Declaration, the Articles, and these Master Bylaws.

4.2.9 Emergency Powers. The right to exercise such emergency powers as provided for in the Act.

4.3. Qualifications of Managers.

The initial Managers need not be a members of a Sub-Association. The president of each Sub-Association shall be a Manager of the Company. Thus, when a Sub-Association has a president elected or appointed for that Sub-Association, that person shall replace an initial Manager so that the number of Managers is always equal to the number of Sub-Associations. Any

Manager no longer qualified to serve under the standards provided for in this Section 4.3 may be removed by a majority vote of the Managers then in office.

ARTICLE V - MEETING OF MANAGERS

5.1. Place of Managers' Meetings.

Meetings of the Master Board shall be held at the principal office of the Company or at such other place, within or convenient to Ivins, Utah, or as may be fixed by the Master Board and specified in the notice of the meeting.

5.2. Annual Meeting of Managers.

The Business to be conducted at the annual meeting of the Master Board shall consist of the appointment of officers of the Company and the transaction of such other business as may properly come before the meeting.

5.3. Other Regular Meetings of Managers.

The Master Board may hold other regular meetings and may, by resolution, establish in advance the times and places for such regular meetings. The resolution of meeting schedule shall be given to all Managers at least forty-eight (48) hours before the first meeting scheduled. No prior notice of any regular meeting need be given after establishment of the time and place thereof by such resolution.

5.4. Special Meetings of Managers.

Special Meetings of the Master Board may be called by any two (2) Managers. Any special meeting of the Master Board not regularly scheduled under Section 5.3 shall require the same notice as Section 5.3.

5.5. Closed Meetings.

The Master Board may close a meeting to: (a) consult with an attorney for the purpose of obtaining legal advice; (b) discuss ongoing or potential litigation, mediation, arbitration, or administrative proceedings; (c) discuss a personnel matter; (d) discuss a matter relating to contract negotiations, including review of a bid or proposal; (e) discuss a matter that involves an individual if the discussion is likely to cause the individual undue embarrassment or violate the individual's reasonable expectation of privacy; or (f) discuss a delinquent assessment or fine.

If after a vote of the majority of all other Managers, it is determined that a Manager has not maintained the confidentiality of any matter covered in the previous paragraph that is addressed at a closed meeting ("Confidential Matter"), the non-offending Managers may take one of the two following steps: (1) exclude the offending Manager from any closed meetings at which that

Confidential Matter is addressed, or (2) create a committee to address the Confidential Matter and exclude the offending Manager from that committee.

5.6. Notice to Managers of Master Board Meetings.

In the case of all meetings of the Master Board for which notice is required by these Master Bylaws, notice stating the place, day, and hour of the meeting shall be given not less than two (2) nor more than thirty (30) days before the date of the meeting (plus any time added to effectuate delivery), by mail, fax, electronic means, telephone, or personally, by or at the direction of the persons calling the meeting, to each member of the Master Board. If by telephone such notice shall be deemed to be effective when given by telephone to the Manager. If given personally, such notice shall be deemed effective upon delivery of a copy of a written notice to, or upon verbally advising, the Manager or some person who appears competent and mature at his home or business address as either appears on the records of the Company.

Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Master Board need be specified in the notice to the Manager or waiver of such meeting.

5.7. Proxies.

For purposes of determining a quorum with respect to a particular proposal, and for purposes of casting a vote for or against a particular proposal, a Manager may be considered to be present at a meeting and to vote if the Manager has granted a signed written proxy: (a) to another Manager who is present at the meeting; and (b) authorizing the other Manager to cast the vote that is directed to be cast by the written proxy with respect to the particular proposal that is described with reasonable specificity in the proxy. Except as provided in this Section 5.7, Managers may not vote or otherwise act by proxy.

5.8. Telecommunications.

The Master Board may permit any Manager to participate in a regular or special meeting of the Master Board by, or conduct the meeting through the use of, any means of communication by which all Managers participating may hear each other during the meeting. A Manager so participating in such a meeting is considered to be present in person at the meeting. If a Manager is to participate in a Master Board meeting by electronic communication, the Master Board shall provide the information necessary to allow the Owners entitled to notice of the Master Board meeting under Section 5.6 to participate by the available electronic means.

5.9. Quorum of Managers.

A majority of the number of Managers fixed in these Master Bylaws shall constitute a quorum for the transaction of business. For the purpose of determining the presence of a quorum, Managers will be counted if represented in person, by ballot, or by proxy, if applicable.

5.10. Adjournment of Managers' Meeting.

Managers present at any meeting of the Master Board may adjourn the meeting from time to time, whether or not a quorum shall be present, without notice other than announcement at the meeting, for a total period or periods not to exceed thirty (30) days after the date set for the original meeting. At any adjourned meeting which is held without notice other than announcement at the meeting, the quorum requirement shall not be reduced or changed, but if the originally required quorum is present, any business may be transacted which might have been transacted at the meeting as originally called.

5.11. Vote Required at Managers' Meeting.

At any meeting of the Master Board, if a quorum is present, a majority of the votes present in person or by proxy, if applicable, and entitled to be cast on a matter shall be necessary for the adoption of the matter, unless a greater proportion is required by law, the Master Declaration, the Articles, or these Master Bylaws.

5.12. Waiver of Notice.

A waiver of notice of any meeting of the Master Board, signed by a Manager, whether before or after the meeting, shall be equivalent to the giving of notice of the meeting to such Manager. Attendance of a Manager at a meeting in person shall constitute waiver of notice of such meeting unless (a) at the beginning of the meeting or promptly upon the Manager's later arrival the Manager objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and, after objecting, the Manager does not vote for or assent to action taken at the meeting, or (b) the Manager contemporaneously requests that the Manager's dissent or abstention as to any specific action taken be entered in the minutes of the meeting; or (c) the Manager causes written notice of the Manager's dissent or abstention as to any specific action to be received by (i) the presiding officer of the meeting before adjournment of the meeting; or (ii) the Company promptly after adjournment of the meeting.

5.13. Dissent or Abstention.

The right of dissent or abstention pursuant to Section 5.12 is not available to a Manager who votes in favor of the action taken.

5.14. Action of Managers Without a Meeting.

Any action required or permitted by the Act, Master Declaration, the Articles, or these Master Bylaws that may be taken at a Master Board meeting, may be taken without a meeting if Managers consent to the action in writing.

ARTICLE VI - INDEMNIFICATION OF OFFICIALS AND AGENTS

6.1. Right of Indemnification.

The Company shall indemnify any Manager, officer, employee, fiduciary, and agent (including without limitation the property manager) to the fullest extent allowed by the Act, the Articles, the Master Declaration, or any replacements thereof.

6.2. Authority to Insure.

The Company may purchase and maintain liability insurance on behalf of any Manager, officer, employee, fiduciary and agent against any liability asserted against him and incurred by him in such capacity or arising out of his status as such, including liabilities for which he might not be entitled to indemnification hereunder.

ARTICLE VII - MISCELLANEOUS

7.1. Amendment/Conflict.

These Master Bylaws may be amended, at any regular, annual, or special meeting of the Master Board, by a vote of the majority of the Master Board.

7.2. Compensation of Officers, Managers, and Members.

No Manager shall have the right to receive any compensation from the Company for serving as a Manager except for reimbursement of expenses as may be approved by resolution of disinterested members of the Master Board and except as may otherwise be approved by the Members. Officers, agents, and employees shall receive such reasonable compensation as may be approved by the Master Board. Appointment of a person as an officer, agent, or employee shall not, of itself, create any right to compensation.

7.3. Books and Records.

7.3.1 The Company shall keep as permanent records: (a) minutes of all meetings of its Master Board; (b) a record of all actions taken by the Master Board without a meeting; (c) a record of all actions taken by a committee of the Master Board in place of the Master Board on behalf of the Company; (d) a record of all waivers of notices of meetings of the Master Board or any committee of the Master Board; and (e) a copy of the Master Declaration, as the same may be amended.

7.3.2 The Company shall maintain appropriate accounting records.

7.3.3 The Company shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

7.4. Inspection of Records.

A Manager is entitled to inspect and copy any of the records of the Company: (a) during regular business hours; (b) at the Company's principal office; and (c) if the Manager gives the Company written demand, at least five (5) business days before the date on which the Manager wishes to inspect and copy the records.

7.5. Annual Report.

The Master Board shall cause to be prepared and distributed to each Manager, not later than ninety (90) days after the close of each fiscal year of the Company, an annual report containing (a) an income statement reflecting income and expenditures of the Company for such fiscal year; (b) a balance sheet as of the end of such fiscal year; (c) a statement of changes in financial position for such fiscal year; and (d) a statement of the place of the principal office of the Company where the books and records of the Company, including a list of names and addresses of current Members, may be found. The Master Board shall also annually distribute to the Managers a summary of the latest reserve analysis or update and a full copy to any Manager making such request.

7.6. Annual Corporation Reports.

The Company shall file with the Division, within the time prescribed by law, annual corporate reports in such form and containing the information required by law and shall pay the fee for such filing as prescribed by law.

7.7. Fiscal Year.

The fiscal year of the Company shall be the calendar year, and shall begin on January 1 and end the succeeding December 31. The fiscal year may be changed by the Master Board without amending these Master Bylaws.

7.8. Shares of Stock and Dividends Prohibited.

The Company shall not have, or issue shares of stock and no dividends shall be paid.

7.9. Loans to Managers Prohibited.

No loan shall be made by the Company to its Members, Managers or officers, and any Manager, officer or Member who assents to or participates in the making of any such loan shall be liable to the Company for the amount of such loan until the repayment thereof.

7.10. Limited Liability.

The Company, the Master Board, the Architectural Control Committee, and any agent or employee of the Company, the Master Board, or the Architectural Control Committee, shall not be liable to any person for any actions or for any failure to act in connection with the affairs of the Company if the action taken or failure to act was in good faith and without malice.

7.11. Minutes and Presumptions Thereunder.

Minutes or any similar record of the meetings of the Master Board, when signed by the secretary or acting secretary of the meeting, shall be presumed to truthfully evidence the matters set forth therein. A recitation in any such minutes that notice of the meeting was properly given shall be prima facie evidence that the notice was given.

7.12. Checks, Drafts, and Documents.

All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to the Company, shall be signed or endorsed by such person or persons, and in such manner as, from time to time, shall be determined by resolution of the Master Board.

7.13. Execution of Documents.

The Master Board, except as these Master Bylaws otherwise provide, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the Company, and such authority may be general or confined to specific instances; and unless so authorized by the Master Board, no officer, agent or employee shall have any power or authority to bind the Company by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

7.14. Right to Inspect.

Notwithstanding the other provisions of this Article, unless otherwise provided in these Master Bylaws, a right of a Member to inspect or receive information from the Company applies only to a voting Member of the Company or the Member's agent.

7.15. Severability.

Invalidation of any provision of the Governing Documents by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

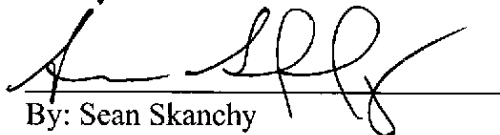
CERTIFICATE OF BOARD

We, the undersigned, do hereby certify that:

1. We are the duly elected and acting Master Board of Managers of Black Desert Master Association, a Utah limited liability company ("Association"); and

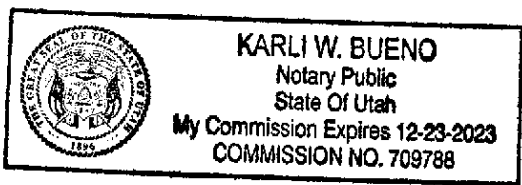
2. The foregoing Master Bylaws constitute the Master Bylaws of the Company duly adopted at the meeting of the Master Board of Managers of the Company duly held on May 12, 2022.

IN WITNESS WHEREOF, we have hereunto subscribed our hands this 12 day of May, 2022.


By: Sean Skanchy
Its: Manager and temporary secretary

STATE OF UTAH,)
 :SS.
County of Washington.)

On this 12th day of May, 2022, personally appeared before me Sean Skanchy, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he is the Secretary of the Master Board of Managers of Black Desert Master Community, a Utah limited liability company, and that the foregoing document was signed by them on behalf of the Company by authority of a resolution of the Master Board, and they acknowledged before me that they executed the document on behalf of the Company and for its stated purpose.





Notary Public

Exhibit A
Boundary Description

Resort Center Black Desert Condominium Subdivision Boundary Description

Commencing at the East $\frac{1}{4}$ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North $01^{\circ}14'46''$ East, along the Section line, a distance of 111.53 feet; Thence North $90^{\circ}00'00''$ West, a distance of 706.28 feet, to the Point of Beginning; said point being on the Westerly right of way line of Weiskopf Way, said point being the beginning of a curve to the right, of which the radius point lies South $46^{\circ}34'00''$ West, a radial distance of 484.00 feet; thence Southerly along the arc of said curve, and said right of way line, through a central angle of $59^{\circ}43'40''$, a distance of 504.54 feet; Thence South $16^{\circ}17'40''$ West, along said right of way line, a distance of 187.76 feet; Thence North $46^{\circ}30'29''$ West, a distance of 37.40 feet; Thence North $80^{\circ}09'25''$ West, a distance of 237.76 feet; Thence South $86^{\circ}49'32''$ West, a distance of 286.15 feet; Thence South $32^{\circ}04'29''$ West, a distance of 60.75 feet; Thence North $70^{\circ}12'04''$ West, a distance of 37.57 feet; Thence North $08^{\circ}04'11''$ West, a distance of 107.58 feet; Thence South $85^{\circ}29'40''$ West, a distance of 68.71 feet; Thence North $38^{\circ}43'11''$ West, a distance of 87.89 feet; Thence South $57^{\circ}54'05''$ West, a distance of 42.58 feet; Thence South $29^{\circ}08'04''$ East, a distance of 15.58 feet; Thence South $80^{\circ}16'13''$ West, a distance of 33.11 feet; Thence North $11^{\circ}51'23''$ West, a distance of 9.42 feet; Thence South $82^{\circ}25'31''$ West, a distance of 3.11 feet; Thence North $10^{\circ}54'27''$ West, a distance of 1.38 feet; Thence South $79^{\circ}41'25''$ West, a distance of 29.74 feet; Thence North $09^{\circ}17'37''$ West, a distance of 9.36 feet; Thence South $81^{\circ}41'05''$ West, a distance of 18.44 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $79^{\circ}20'42''$ West, a radial distance of 24.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $233^{\circ}55'49''$, a distance of 97.99 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $86^{\circ}37'45''$ East, a radial distance of 407.60 feet; thence Northerly along the arc of said curve, through a central angle of $04^{\circ}39'09''$, a distance of 33.10 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $22^{\circ}47'31''$ East, a radial distance of 24.75 feet; thence Northerly along the arc of said curve, through a central angle of $131^{\circ}01'07''$, a distance of 56.60 feet to the beginning of a non-tangent curve to the right, of which the radius point lies South $79^{\circ}56'07''$ East, a radial distance of 312.97 feet; thence Northeasterly along the arc of said curve, through a central angle of $26^{\circ}57'03''$, a distance of 147.21 feet; Thence North $26^{\circ}00'32''$ West, a distance of 35.26 feet; Thence North $70^{\circ}25'49''$ West, a distance of 35.85 feet; Thence North $56^{\circ}22'22''$ East, a distance of 24.59 feet; Thence North $26^{\circ}30'51''$ West, a distance of 29.56 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.37 feet; Thence North $26^{\circ}20'36''$ West, a distance of 27.97 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.20 feet; Thence North $26^{\circ}30'51''$ West, a distance of 27.99 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.33 feet; Thence North $26^{\circ}30'51''$ West, a distance of 34.26 feet; Thence North $52^{\circ}14'22''$ West, a distance of 6.56 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North $53^{\circ}00'38''$ West, a radial distance of 5.18 feet; thence Northerly along the arc of said curve, through a central angle of $51^{\circ}28'24''$, a distance of 4.65 feet to the beginning of a compound curve to the left having a radius of 44.26 feet and a central angle of $15^{\circ}22'34''$; thence Northerly along the arc of said curve, a distance of 11.88 feet to the beginning of a compound curve to the left having a radius of 38.43 feet and a central angle of $28^{\circ}06'15''$; thence Northwesterly along the arc of said curve, a distance of 18.85 feet; Thence North $15^{\circ}32'14''$ West, a distance of 56.11 feet to a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South $14^{\circ}10'07''$ East, a radial distance of 284.00 feet; thence Easterly along

the arc of said curve, and said line, through a central angle of $17^{\circ}48'28''$, a distance of 88.27 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 54.43 feet to the beginning of a curve to the right having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Southeasterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the left having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of $36^{\circ}52'12''$; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 547.00 feet and a central angle of $44^{\circ}40'30''$; thence Easterly along the arc of said curve, and said line, a distance of 426.51 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of $87^{\circ}36'10''$; thence Easterly along the arc of said curve, a distance of 35.17 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 142.56 feet to the Point of Beginning.

Containing: 12.55 acres, more or less.

Weiskopf Way and Black Desert Drive Road Dedication Boundary Description

Commencing at the East $\frac{1}{4}$ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North $01^{\circ}14'46''$ East, along the Section line, a distance of 111.53 feet; Thence North $90^{\circ}00'00''$ West, a distance of 706.28 feet, to the Point of Beginning, said point being on the Westerly right of way line of Weiskopf Way; Thence North $43^{\circ}26'00''$ West, along said line, a distance of 142.56 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $87^{\circ}36'10''$; thence Westerly along the arc of said curve a distance of 35.17 feet a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a reverse curve to the right having a radius of 547.00 feet and a central angle of $44^{\circ}40'30''$; thence Westerly along the arc of said curve, and said right of way line, a distance of 426.51 feet; Thence North $86^{\circ}21'39''$ West, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $36^{\circ}52'12''$; thence Westerly along the arc of said curve, and said line, a distance of 14.80 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Westerly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Northwesterly along the arc of said curve, and said line, a distance of 20.63 feet; Thence North $86^{\circ}21'39''$ West, along said line, a distance of 54.43 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of $17^{\circ}48'28''$; thence Westerly along the arc of said curve, and said line, a distance of 88.27 feet; Thence North $14^{\circ}12'32''$ West, a distance of 32.00 feet to a point on the Northerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South $14^{\circ}10'22''$ East, a radial distance of 316.00 feet; thence Easterly along the arc of said curve, and said right of way line, through a central angle of $17^{\circ}48'42''$, a distance of 98.24 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 54.43 feet, to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Easterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet

and a central angle of $36^{\circ}52'12''$; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 101.38 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Northeasterly along the arc of said curve, and said line a distance of 36.13 feet; Thence South $89^{\circ}08'20''$ East, along said line, a distance of 32.04 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South $86^{\circ}21'39''$ East, a radial distance of 23.00 feet; thence Southeasterly along the arc of said curve, and said line, through a central angle of $94^{\circ}39'31''$, a distance of 38.00 feet to the beginning of a compound curve to the left having a radius of 493.00 feet and a central angle of $39^{\circ}30'22''$; thence Easterly along the arc of said curve, and said line, a distance of 339.93 feet to the beginning of a compound curve to the left having a radius of 23.00 feet and a central angle of $92^{\circ}54'28''$; thence Northerly along the arc of said curve, a distance of 37.30 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North $43^{\circ}26'00''$ West, along said line, a distance of 35.74 feet to the beginning of a curve to the right having a radius of 526.00 feet and a central angle of $32^{\circ}02'16''$; thence Northerly along the arc of said curve, and said right of way line a distance of 294.12 feet; thence North $11^{\circ}23'44''$ West, a distance of 346.72 feet to the beginning of a curve to the right having a radius of 316.00 feet and a central angle of $57^{\circ}30'31''$; thence Northerly 317.17 feet along said curve; thence North $46^{\circ}06'47''$ East, a distance of 37.70 feet to the beginning of a curve to the left having a radius of 32.00 feet and a central angle of $82^{\circ}03'22''$; thence Northerly 45.83 feet along said curve to a point on the Westerly right of way line of Snow Canyon Parkway; Thence South $43^{\circ}53'13''$ East, a distance of 87.25 feet along said right of way line to the beginning of a non-tangent curve concave to the South, having a radius of 32.00 feet of which the radius point lies South $38^{\circ}20'56''$ West; thence Westerly, a distance of 45.93 feet along said curve through a central angle of $82^{\circ}14'09''$ and a chord bearing of South $87^{\circ}13'51''$ West 42.09 feet to a point on the Southerly right of way line of said Weiskopf Way; thence South $46^{\circ}06'47''$ West, a distance of 37.69 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of $57^{\circ}30'31''$; thence Southerly, a distance of 285.06 feet along said curve; thence South $11^{\circ}23'44''$ East 346.72 feet to the beginning of a curve to the left having a radius of 494.00 feet and a central angle of $32^{\circ}02'16''$; thence Southeasterly, a distance of 276.23 feet along said curve; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 36.34 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Easterly along the arc of said curve a distance of 36.13 feet, to a point on the Northerly right of way line of said Black Desert Drive; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Northerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North $46^{\circ}34'00''$ East, a radial distance of 23.00 feet; thence Easterly along the arc of said curve, and said line, through a central angle of $90^{\circ}00'00''$, a distance of 36.13 feet; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 73.00 feet and a central angle of $34^{\circ}17'07''$; thence Northeasterly along the arc of said curve, and said right of way line, a distance of 43.68 feet, to a point on the Westerly right of way line of Snow Canyon Parkway, said point being the beginning of a non-tangent curve to the left, of which the radius point lies North $67^{\circ}19'01''$ East, a radial distance of 110.00 feet; thence Southeasterly along the arc of said curve, and said right of way line, through a central angle of $42^{\circ}35'23''$, a distance of 81.77 feet to a point on the Southerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the left, of which the radius point lies South $08^{\circ}25'24''$ East, a radial distance of 73.00 feet; thence Southwesterly along the arc of said curve, and said right of way line,

through a central angle of $35^{\circ}00'36''$, a distance of 44.61 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Southerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South $46^{\circ}34'00''$ West, a radial distance of 23.00 feet; thence Westerly along the arc of said curve, and said line, through a central angle of $90^{\circ}00'00''$, a distance of 36.13 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Southerly along the arc of said curve a distance of 36.13 feet, to a point on the Easterly Right of way line of said Weiskopf Way; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 142.06 feet to the beginning of a curve to the right having a radius of 516.00 feet and a central angle of $59^{\circ}43'40''$; thence Southerly along the arc of said curve, and said right of way line, a distance of 537.90 feet; Thence South $16^{\circ}17'40''$ West, along said line, a distance of 187.76 feet; Thence North $73^{\circ}42'20''$ West, a distance of 32.00 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North $16^{\circ}17'40''$ East, along said right of way line, a distance of 187.76 feet to the beginning of a curve to the left having a radius of 484.00 feet and a central angle of $59^{\circ}43'40''$; thence Northerly along the arc of said curve and said right of way line, a distance of 504.54 feet to the Point of Beginning.

Containing: 3.12 acres, more or less.