

WHEN RECORDED MAIL TO:

AJ Fireside Park City, LLC  
c/o Holland & Hart LLP  
Attention: Brad Flynt  
P.O. Box 68  
Jackson, WY 83001

## DECLARATION OF EASEMENT AGREEMENT

In Reference to Tax ID Number(s):

00-0021-6495, 00-0021-6496, 00-0021-6278, 00-0020-7784, 00-0007-6864, 00-0020-4218,  
00-0021-6497, 00-0021-6498, 00-0021-7328, 00-0021-7325, 00-0021-7327, 00-0021-7326,  
00-0015-1188, 00-0021-0644, 00-0013-9100, 00-0020-6260, 00-0020-6325, 00-0020-6326,  
00-0020-6316, 00-0020-6315, 00-0020-6314, 00-0020-6306, 00-0020-6286 through  
00-0020-6294, 00-0020-6332

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RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

AJ Fireside Park City LLC  
c/o Holland & Hart LLP  
Attention: Brad Flynt  
P.O. Box 68  
Jackson, WY 83001

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*(Space above this line for Recorder's use only)*

**DECLARATION OF EASEMENT AGREEMENT**

THIS DECLARATION OF EASEMENT AGREEMENT (the "Easement Declaration") is made and entered into as of this 3 day of March 2023, by AJ Fireside Park City LLC, a Delaware limited liability company ("AJ Fireside" or "Declarant").

**RECITALS**

A. AJ Fireside is the "Declarant" pursuant to that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Benloch Ranch dated June 16, 2021, recorded in the Wasatch County, Utah Recorder's Office as Entry No: 502142, as amended by that certain Consent and Amendment to Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Benloch Ranch dated March 29, 2022, recorded in the Wasatch County, Utah Recorder's Office as Entry No: 517226 (collectively, as amended, the "Master Declaration") encumbering certain real property located in Wasatch County, Utah, commonly known as Benloch Ranch, as more particularly described in the Master Declaration (the "Benloch Ranch Property").

B. Declarant still owns real property within the Benloch Ranch Property and therefore the Master Declaration is still in the Control Period.

C. Pursuant to Section 10.4(a) of the Master Declaration, Declarant reserved to itself and its assigns easement rights for "to install, inspect, maintain, repair, and replace any utilities and infrastructure to serve the Project, including without limitation electricity, water, sewer, phone, communications cables, and storm water drainage systems for the Project...."

D. Declarant desires to establish a water pipeline supply easement over and across the Benloch Ranch Property in the location identified on Exhibit A attached hereto (the "Water Pipeline Easement"), on the terms and conditions contained herein.

E. Pursuant to Section 10.4(b) of the Master Declaration, Declarant reserved to itself and its assigns easement rights to "to establish... on, over, across, under, and through the Common Areas of the Project including... access roads."

F. Declarant desires to establish an access easement for ingress and egress over and across the Benloch Ranch Property in the locations identified on Exhibit B attached hereto (the "Access Easements," and together with the Water Pipeline Easement, the "Easements"), on the terms and conditions

contained herein, to allow Declarant, or its assigns, to construct access roads, together with any related infrastructure and utilities as may be necessary, for Declarant's development of the Benloch Ranch Property

### AGREEMENT

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable consideration, the receipt of which is hereby acknowledged, Declarant hereby agrees to the following:

1. Grant of Easements. Declarant hereby grants, conveys, and establishes, for the use and benefit of the owners of the Benloch Ranch Property, and their respective successors and assigns and its owners, tenants, guests, agents, contractors, and invitees the following easements (collectively, the "Easements"):

a) Water Pipeline Easement. A non-exclusive easement over, across and through the area depicted and described on Exhibit A as the "Water Pipeline Easement" (the "Water Pipeline Easement Area") for the construction, operation and maintenance of a certain underground water pipelines, together with all related equipment, facilities and appurtenances connected therewith (the "Water Improvements") located within the Water Pipeline Easement Area, together with a right of access over, upon and across the Water Pipeline Easement Area for vehicular and pedestrian ingress and egress solely for the purpose of accessing, maintaining, operating, repairing, and replacing the Water Improvements in accordance with this Easement Declaration, and for no other purpose whatsoever.

b) Access Easement. A non-exclusive easement over, across and through the area depicted and described on Exhibit B as the "60' Wide Access Easement" (the "Access Easement Area") in order to provide a means for maintenance and access for pedestrian and vehicular access over the Access Easement Area.

c) Temporary Construction Easement. A temporary construction easement in gross over, across and through the area depicted and described on Exhibit A as the "Utility Easement" and the area depicted and described on Exhibit B as the "60' Wide Access Easement" and plus an additional twenty (20) feet extending from the boundary of each such area (the "Temporary Construction Easement Area" and together with the Water Pipeline Easement Area and the Access Easement Area, the "Easement Area") in favor of Declarant and Benloch CPC, LLC ("Benloch CPC") and its designated contractors, sub-contractors, employees, agents, successors and assigns only. The easement granted in this subsection (c) shall terminate immediately upon the earlier to occur of (i) the completion of the initial installation of the water facilities, other utilities and roadway improvements to be constructed therein; (ii) as to any portion of the Water Pipeline Easement Area or the Access Easement Area acquired by Benloch CPC or an affiliate thereof, upon the acquisition of such portion of the Water Pipeline Easement Area or the Access Easement Area; and (iii) one (1) year from the date of the recording of this Easement Declaration. Declarant and Benloch CPC agree to work together in good faith regarding the orderly buildout of the Easement Areas.

2. Additional Rights. Pursuant to Section 15.7 of the Declaration, rights established by the Declaration may be assigned in part to any Person. For the avoidance of doubt, the Easements (x) will benefit the owners of the real property identified on Exhibit C (the "Phase 4, 5, and 6 Property"), (y) may be used by the owners of the Phase 4, 5, and 6 Property, and (z) will be appurtenant to, for the benefit of, and run with title to the Phase 4, 5, and 6 Property. The Easements are non-exclusive and there will be no

unreasonable impairment, restriction or obstruction of the use and enjoyment of the Water Pipeline Easement and Access Easement as provided herein.

3. No Obligation to Construct. For the avoidance of doubt, nothing in this Easement Declaration shall require AJ Fireside to construct any of the improvements contemplated in this Easement Declaration.

4. Restoration. If a party (or a party's agent) damages or otherwise disturbs an Easement Area, the Benloch Ranch Property, or any improvements located thereon while such party or party's agents are performing work within the Easement Area, such party shall promptly repair any and all such damage caused thereby and shall restore the affected areas to the same or better condition as they existed prior to any entry onto or work performed within the Easement Area and/or the Benloch Ranch Property by such party or the party's agent; provided, however that installation of utility or roadway improvements within the Easement Area shall, to the extent of such installation, be expressly deemed to be causing the Easement Area to be in a better condition as existed prior to any entry onto or work performed within the Easement Area.

5. Mechanics' Liens. Any party performing work in connection with this Easement Declaration shall keep the Easement Area and Benloch Ranch Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, such party performing the work. If any such lien arises and encumbers the Benloch Ranch Property, the party performing the work shall either (a) satisfy the lien, or (b) contest the validity of any lien provided within twenty (20) days after it receives notice of the lien filing and bonds around or the lien or otherwise removes the lien from the Benloch Ranch Property pursuant to applicable law.

6. Indemnity. Any party performing work pursuant to this Easement Declaration shall indemnify, defend and hold Declarant and/or the then applicable owner of the affected portion of the Benloch Ranch Property harmless and agrees to indemnify, defend, and hold harmless Declarant and/or AJ Fireside, and each of their respective members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "Indemnified Parties"), from and against any and all liabilities, claims, causes of action, damages, losses, and costs (including reasonable attorneys' fees) (collectively, "Claims") that result from: (a) any acts, omissions, negligence or default of the party or its employees, contractors, agents, representatives, or invitees, except to the extent any such Claim is caused by the gross negligence or willful misconduct of Declarant and/or AJ Fireside, in connection with the party's and its employees', contractors', agents', representatives', or invitees' use of the Benloch Ranch Property, and (b) any breach of this Easement Declaration by a party. The provisions of this Section 6 shall survive the termination of this Easement Declaration.

7. Termination and Duration. Except as provided in Section 1(c) above, the Easement Declaration hereby created, granted and conveyed shall be perpetual in duration, unless otherwise specified, and may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owner of the Phase 4, 5, and 6 Property and Declarant.

8. Governing Law. This Easement Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

9. Severability. The provisions of this Easement Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the Easement Declaration, rights and covenants that this Easement Declaration intended to create.

10. Miscellaneous. With or without specific reference thereto, the conveyance of an interest in all or any portion of the Phase 4, 5 and 6 Property or Benloch Ranch Property shall be subject to the benefits and burdens of the Easement Declaration hereby created, granted and conveyed to the same extent as if all the terms and conditions of this Easement Declaration were set forth in full in such conveyance. The Easement Declaration, covenants, agreements, obligations and conditions contained herein shall not be personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Phase 4, 5 and 6 Property and Benloch Ranch Property, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees. The caption included herein are for reference only and should not be used in construing any of the terms hereof.

11. No Public Dedication. The provisions of this Easement Declaration shall not be deemed to constitute a dedication for public use nor to create any rights in the general public nor benefit any other real property other than as specifically stated herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Declarant has executed this Easement Declaration under seal as of the date first above written.

**DECLARANT:**

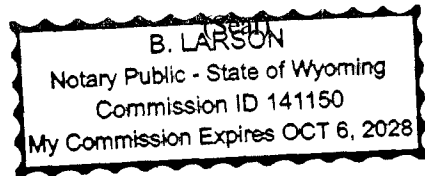
**AJ FIRESIDE PARK CITY LLC,**  
a Delaware limited liability company

By: Jamie Mackay  
Name: Jamie Mackay  
Title: President

STATE OF Wyoming )  
  )§  
COUNTY OF Teton )

This instrument was acknowledged before me on this 28<sup>th</sup> day of February, 2023, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company.

B. Larson, Notary  
Title and Rank



[Signatures Continued on Following Page]

Although the Declaration allows Declarant to unilaterally establish the Easements contemplated in this Easement Declaration and therefore consent from the below parties is unnecessary, by its execution below, the owners of the Phase 4, 5 and 6 Property hereby acknowledge and consent to the terms and conditions contained in this Easement Declaration.

**Cache Private Capital Diversified Fund, LLC,**  
a Nevada limited liability company

By: Cache Private Capital Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Benloch CPC, LLC,**  
a Utah limited liability company

By: Cache Private Capital Management, LLC  
Its: Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

EXHIBIT A

## Water Pipeline Easement

A UTILITY EASEMENT, BEING 30.00 FEET ON EITHER SIDE OF THE DESCRIBED CENTER LINE:

BEGINNING AT A POINT THAT IS N85°45'25"W 258.02 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.79°03'56"W., A DISTANCE OF 97.56 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 09°17'37"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 81.10 FEET; THENCE N.88°21'33"W., A DISTANCE OF 358.33 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 44°07'21"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 770.08 FEET; THENCE N.44°14'12"W., A DISTANCE OF 325.50 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 52°55'00"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 609.56 FEET; THENCE S.82°50'47"W., A DISTANCE OF 409.21 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 778.00 FEET AND A CENTRAL ANGLE OF 51°12'42"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 695.39 FEET; THENCE N.45°56'30"W., A DISTANCE OF 716.94 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,445.00 FEET AND A CENTRAL ANGLE OF 35°51'36"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 904.39 FEET; THENCE N.81°48'06"W., A DISTANCE OF 263.66 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 512.00 FEET AND A CENTRAL ANGLE OF 28°36'34"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 255.66 FEET; THENCE N.53°11'32"W., A DISTANCE OF 218.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 28°12'13"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 167.36 FEET; THENCE N.81°23'45"W., A DISTANCE OF 139.79 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 367.00 FEET AND A CENTRAL ANGLE OF 47°13'47"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 302.52 FEET; THENCE N.34°09'58"W., A DISTANCE OF 71.20 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 51°02'55"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 298.47 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.85°13'12"W., A DISTANCE OF 148.63 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 336.16 FEET AND A CENTRAL ANGLE OF 19°49'37"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 116.33 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.65°23'16"W., A DISTANCE OF 277.05 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 59°52'27"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 350.07 FEET; THENCE S.54°44'17"W., A DISTANCE OF 193.90 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 35°38'02";



THENCE WESTERLY ALONG THE ARC A DISTANCE OF 236.33 FEET; THENCE N.89°37'41"W., A DISTANCE OF 220.02 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 13°11'18"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 184.14 FEET; THENCE S.77°11'01"W., A DISTANCE OF 333.35 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 23°12'11"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 323.98 FEET; THENCE S.53°58'50"W., A DISTANCE OF 280.33 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 41°44'28"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 258.62 FEET; THENCE N.84°16'42"W., A DISTANCE OF 122.90 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 92°35'16"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 573.67 FEET; THENCE S.03°08'02"W., A DISTANCE OF 119.17 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 26°53'22"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 166.60 FEET; THENCE S.23°45'20"E., A DISTANCE OF 3.10 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 75°35'59"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 468.41 FEET; THENCE S.51°50'39"W., A DISTANCE OF 287.27 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 22°20'31"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 138.43 FEET; THENCE S.29°30'08"W., A DISTANCE OF 11.86 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 17°01'49"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 105.52 FEET; THENCE S.46°31'57"W., A DISTANCE OF 104.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 33°13'42"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 205.88 FEET; THENCE S.13°18'15"W., A DISTANCE OF 69.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 76°29'30"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 473.94 FEET; THENCE S.89°47'45"W., A DISTANCE OF 150.86 FEET TO THE POINT OF ENDING.



EXHIBIT B

## Access Easement Area

**LEGAL DESCRIPTION - WATER TANK ACCESS EASEMENT:**

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

AN ACCESS EASEMENT COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34 BEING S89°31'27"W 16027.64 FEET FROM THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT);

THENCE N89°31'27"E ALONG SAID BASIS OF BEARING, 5191.02 FEET TO A POINT;  
THENCE S00°28'33"E, 2052.80 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S23°24'22"W, 177.90 FEET; THENCE S12°53'17"E, 74.39 FEET; THENCE S79°54'06"W, 177.67 FEET;

THENCE S84°07'37"W, 223.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 152.44 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 93.48 FEET, A DELTA ANGLE OF 35°08'04", A CHORD BEARING OF S65°59'36"W AND A CHORD LENGTH OF 92.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 564.55 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 149.58 FEET, A DELTA ANGLE OF 15°10'49", A CHORD BEARING OF S59°09'32"W AND A CHORD LENGTH OF 149.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 229.79 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 153.68 FEET, A DELTA ANGLE OF 38°19'07", A CHORD BEARING OF S45°19'33"W AND A CHORD LENGTH OF 150.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 21306.83 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 60.63 FEET, A DELTA ANGLE OF 00°09'47", A CHORD BEARING OF S28°08'57"W AND A CHORD LENGTH OF 60.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 163.44 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 81.03 FEET, A DELTA ANGLE OF 28°24'19", A CHORD BEARING OF S40°51'58"W AND A CHORD LENGTH OF 80.20 FEET;

THENCE S56°07'14"W, 153.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 217.80 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 155.07 FEET, A DELTA ANGLE OF 40°47'33", A CHORD BEARING OF S35°43'28"W AND A CHORD LENGTH OF 151.81 FEET;

THENCE S06°40'29"W, 82.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 168.40 FEET;

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**LEGAL DESCRIPTION - CONTINUED**

THENCE ALONG SAID CURVE AN ARC LENGTH OF 143.74 FEET, A DELTA ANGLE OF 48°54'20", A CHORD BEARING OF S19°27'14"E AND A CHORD LENGTH OF 139.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 189.22 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 139.40 FEET, A DELTA ANGLE OF 42°12'42", A CHORD BEARING OF S22°40'35"E AND A CHORD LENGTH OF 136.27 FEET;

THENCE S01°15'29"E, 112.51 FEET; THENCE S48°53'19"E, 26.65 FEET; THENCE N00°15'29"W, 130.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 209.22 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 154.40 FEET, A DELTA ANGLE OF 42°16'57", A CHORD BEARING OF N22°38'51"W AND A CHORD LENGTH OF 150.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 148.40 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 126.41 FEET, A DELTA ANGLE OF 48°48'15", A CHORD BEARING OF N16°30'45"W AND A CHORD LENGTH OF 122.62 FEET;

THENCE N06°40'29"E, 81.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 197.80 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 139.35 FEET, A DELTA ANGLE OF 40°21'52", A CHORD BEARING OF N35°56'18"E AND A CHORD LENGTH OF 136.49 FEET;

THENCE N56°07'14"E, 153.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 183.44 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 90.85 FEET, A DELTA ANGLE OF 28°22'35", A CHORD BEARING OF N40°56'22"E AND A CHORD LENGTH OF 89.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 21326.83 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 60.76 FEET, A DELTA ANGLE OF 00°09'48", A CHORD BEARING OF N28°08'54"E AND A CHORD LENGTH OF 60.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 209.79 FEET;

[Continued on Following Page]

**LEGAL DESCRIPTION - CONTINUED**

THENCE ALONG SAID CURVE AN ARC LENGTH OF 140.24 FEET, A DELTA ANGLE OF 38°18'09", A CHORD BEARING OF N45°13'46"E AND A CHORD LENGTH OF 137.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 584.55 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 138.76 FEET, A DELTA ANGLE OF 13°36'03", A CHORD BEARING OF N59°54'31"E AND A CHORD LENGTH OF 138.44 FEET;

THENCE SOUTH, 183.73 FEET; THENCE EAST, 250.00 FEET; THENCE NORTH, 243.40 FEET;

THENCE N84°07'22"E, 59.54 FEET; THENCE N79°54'06"E, 199.19 FEET; THENCE N12°53'17"W, 88.83 FEET; THENCE N23°24'22"E, 166.74 FEET; THENCE N53°37'51"W, 20.52 FEET TO THE TRUE POINT OF BEGINNING.



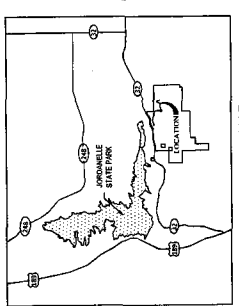
R. B. WILLIAMS & ASSOCIATES, INC.  
CONSULTING ENGINEERS  
465 OLNEYWOOD DRIVE  
PROVO, UTAH 84601  
PHONE: (435) 770-2382



EAST SKYFALL  
ACCESS EASEMENT  
WASATCH COUNTY  
UTAH

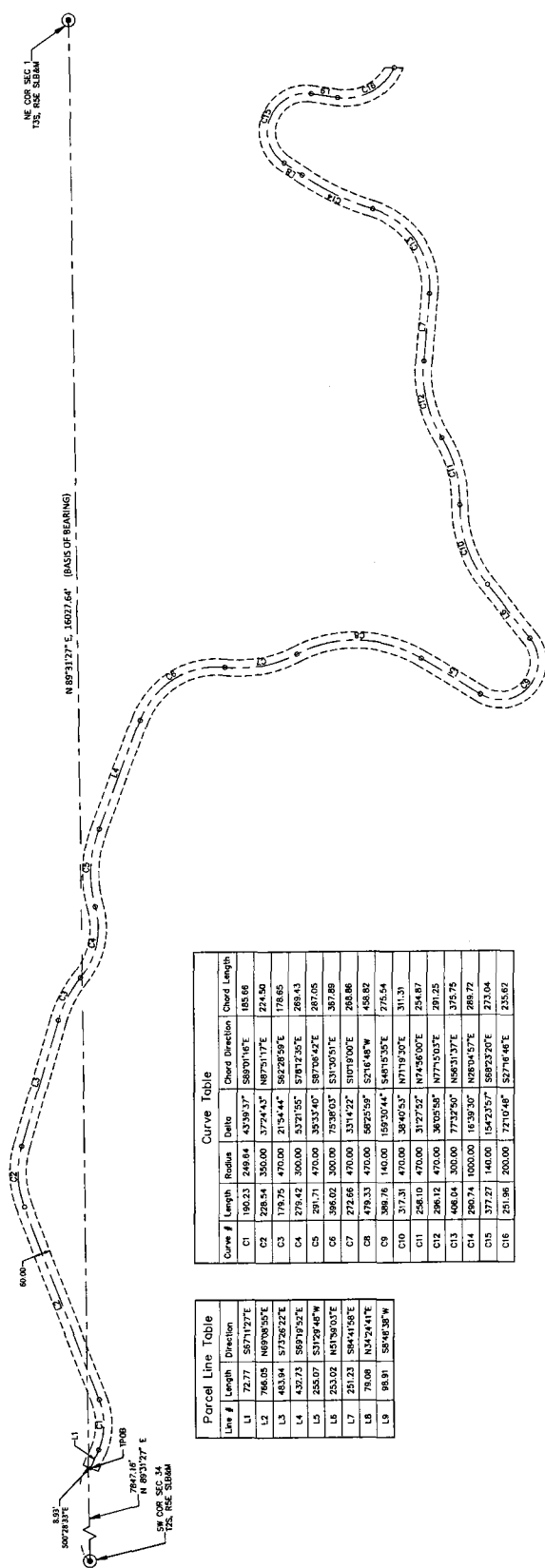
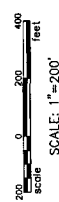
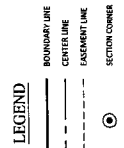
ACCESS/UTILITY  
EASEMENT

DATE	7/27/2013
DRAWN	KCW
CHECK	KCW
SCALE	AS SHOWN
PROJECT NO.	1436
SHEET NO.	EX27
TOTAL SHEETS	1/1



# EAST SKYFALL ACCESS & UTILITY EASEMENT

PART OF SECTION 1, 2 & 35, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S.  
SURVEY WASATCH COUNTY, UTAH



Curve #	Length	Radius	Beta	Chord Direction	Chord Length
C1	190.23	249.84	43.59/37°	S89°01'46"E	185.66
C2	226.54	350.00	37.74/43°	N87°51'17"E	224.50
C3	176.25	470.00	21.54/44°	S62°28'59"E	176.85
C4	279.42	300.00	53.71/55°	S78°12'25"E	288.43
C5	201.71	470.00	39.33/40°	S97°00'42"E	207.05
C6	596.02	300.00	79.39/61°	S13°30'51"E	587.89
C7	272.62	470.00	33.14/22°	S10°19'00"E	268.86
C8	479.33	470.00	56.72/59°	S27°16'49"W	458.82
C9	366.76	140.00	109.30/44°	S45°15'35"E	275.54
C10	37.33	470.00	38.40/53°	N71°19'30"E	311.31
C11	258.10	470.00	31.77/52°	N74°56'30"E	254.87
C12	286.12	470.00	30.05/58°	N77°15'03"E	291.25
C13	406.04	300.00	77.32/55°	N56°31'37"E	375.75
C14	260.74	1000.00	16.39/30°	N28°04'57"E	288.72
C15	377.27	140.00	154.23/57°	S62°23'20"E	273.04
C16	201.96	200.00	72.10/48°	S27°18'46"E	235.87

Line #	Length	Direction
L1	72.77	S67°13'27"E
L2	766.05	N69°08'55"E
L3	463.94	S72°26'22"E
L4	437.73	S93°19'52"E
L5	285.07	S17°39'48"W
L6	253.02	N51°39'03"E
L7	291.23	S84°14'56"E
L8	70.00	N24°24'14"E
L9	60.91	S54°48'35"W

LEGAL DESCRIPTION: SKYFALL EAST ACCESS/UTILITY EASEMENT: A 60.00' WIDE ACCESS & UTILITY EASEMENT LIES ALONG THE SOUTH SIDE OF THE FOLLOWING DESCRIBED PARCELS COMMENCING AT THE SOUTHWEST CORNER OF SECTION 7 AND RANGING 60.00 FEET FROM THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BEARS OF BEARINGS FOR THIS PROJECT:

THENCE 60.00 FEET TO A POINT 76.67 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 60.00 WIDE ACCESS/UTILITY EASEMENT;

THENCE 60.00 FEET TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 249.84 FEET, A DELTA ANGLE OF 43.59/37°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 190.23 FEET AND A DELTA ANGLE OF 43.59/37°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 350.00 FEET, A DELTA ANGLE OF 37.74/43°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 470.00 FEET, A DELTA ANGLE OF 21.54/44°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 300.00 FEET, A DELTA ANGLE OF 53.71/55°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 470.00 FEET, A DELTA ANGLE OF 39.33/40°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 300.00 FEET, A DELTA ANGLE OF 79.39/61°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 470.00 FEET, A DELTA ANGLE OF 33.14/22°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 470.00 FEET, A DELTA ANGLE OF 56.72/59°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 140.00 FEET, A DELTA ANGLE OF 109.30/44°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 470.00 FEET, A DELTA ANGLE OF 38.40/53°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 470.00 FEET, A DELTA ANGLE OF 31.77/52°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 300.00 FEET, A DELTA ANGLE OF 77.32/55°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 1000.00 FEET, A DELTA ANGLE OF 16.39/30°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 140.00 FEET, A DELTA ANGLE OF 154.23/57°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 200.00 FEET, A DELTA ANGLE OF 72.10/48°;

THENCE 60.00 FEET TO THE POINT OF TERMINATION OF SAID 60.00 WIDE ACCESS/UTILITY EASEMENT.

THENCE 60.00 FEET TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 36.86 FEET, A DELTA ANGLE OF 37.18/37° TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 470.00 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 228.50 FEET, A DELTA ANGLE OF 30.00 FEET, TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 300.00 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 479.33 FEET, A DELTA ANGLE OF 56.72/59°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 386.76 FEET, A DELTA ANGLE OF 109.30/44°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 37.33 FEET, A DELTA ANGLE OF 109.30/44°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 258.10 FEET, A DELTA ANGLE OF 31.77/52°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 286.12 FEET, A DELTA ANGLE OF 30.05/58°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 406.04 FEET, A DELTA ANGLE OF 77.32/55°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 260.74 FEET, A DELTA ANGLE OF 16.39/30°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 377.27 FEET, A DELTA ANGLE OF 154.23/57°;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 201.96 FEET, A DELTA ANGLE OF 72.10/48°;

THENCE 60.00 FEET TO THE POINT OF TERMINATION OF SAID 60.00 WIDE ACCESS/UTILITY EASEMENT.

EXHIBIT C

Phase 4, 5, and 6 Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

PART OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S01°18'39"E 2563.63 FEET; THENCE N62°48'28"W 354.89 FEET; THENCE N72°16'42"W 552.74 FEET; THENCE S64°46'26"W 220.52 FEET; THENCE S38°18'23"W 494.94 FEET; THENCE S67°20'38"W 1125.22 FEET; THENCE N90°00'00"W 227.79 FEET; THENCE N37°42'12"W 163.59 FEET; THENCE N01°06'44"E 404.26 FEET; THENCE N16°50'21"W 394.58 FEET; THENCE N52°14'52"W 346.35 FEET; THENCE N01°09'16"E 1673.29 FEET; THENCE N00°38'10"E 60.11 FEET; THENCE N05°05'03"E 269.83 FEET; THENCE N89°33'35"E 310.29 FEET; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.

[Continued on Following Page]



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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY,  
UTAH AND IS DESCRIBED AS FOLLOWS:

PARTS OF SECTIONS 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT  
LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH,  
RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E  
16027.64 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2  
SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT);  
THENCE S01°18'39"E, 2563.63 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE S01°18'39"E, 86.33 FEET;  
THENCE S01°29'16"E, 2544.74 FEET;  
THENCE N89°51'47"W, 466.72 FEET;  
THENCE S00°36'10"E, 466.74 FEET;  
THENCE N89°51'52"W, 2470.19 FEET;  
THENCE N89°51'50"W, 2695.77 FEET;  
THENCE N00°26'57"W, 194.70 FEET TO THE BEGINNING OF A TANGENT CURVE  
TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET;  
THENCE ALONG SAID CURVE AN ARC LENGTH OF 379.56 FEET, A DELTA ANGLE  
OF 33°12'07", A CHORD BEARING OF N17°03'01"W, AND A CHORD LENGTH OF 374.27  
FEET;  
THENCE N05°15'38"E, 701.74 FEET;  
THENCE N07°07'05"E, 475.22 FEET;  
THENCE N12°20'34"W, 653.73 FEET;  
THENCE N00°52'42"W, 550.18 FEET;  
THENCE N04°43'52"E, 403.75 FEET;  
THENCE N15°34'44"E, 320.49 FEET;  
THENCE S89°58'21"E 2481.55 FEET;  
THENCE S52°14'52"E, 346.35 FEET;  
THENCE S16°50'21"E, 394.58 FEET;  
THENCE S01°06'44"W, 404.26 FEET;  
THENCE S37°42'12"E, 163.59 FEET;  
THENCE N90°00'00"E, 227.79 FEET;  
THENCE N67°20'38"E, 1125.22 FEET;  
THENCE N38°18'23"E, 494.94 FEET;  
THENCE N64°46'26"E, 220.52 FEET;  
THENCE S72°16'42"E, 552.74 FEET;  
THENCE S62°48'28"E, 354.89 FEET TO THE POINT OF BEGINNING.

AREA COMPRISES 18,457,515.86 SF OR 423.7263 AC, MORE OR LESS.

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY,  
UTAH AND IS DESCRIBED AS FOLLOWS:

PARTS OF SECTIONS 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT  
LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH,  
RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E  
16027.64 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2  
SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT);  
THENCE S01°18'39"E, 2563.63 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE S01°18'39"E, 86.33 FEET;  
THENCE S01°29'16"E, 2544.74 FEET;  
THENCE N89°51'47"W, 466.72 FEET;  
THENCE S00°36'10"E, 466.74 FEET;  
THENCE N89°51'52"W, 2470.19 FEET;  
THENCE N89°51'50"W, 2695.77 FEET;  
THENCE N00°26'57"W, 194.70 FEET TO THE BEGINNING OF A TANGENT CURVE  
TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET;  
THENCE ALONG SAID CURVE AN ARC LENGTH OF 379.56 FEET, A DELTA ANGLE  
OF 33°12'07", A CHORD BEARING OF N17°03'01"W, AND A CHORD LENGTH OF 374.27  
FEET;  
THENCE N05°15'38"E, 701.74 FEET;  
THENCE N07°07'05"E, 475.22 FEET;  
THENCE N12°20'34"W, 653.73 FEET;  
THENCE N00°52'42"W, 550.18 FEET;  
THENCE N04°43'52"E, 403.75 FEET;  
THENCE N15°34'44"E, 320.49 FEET;  
THENCE S89°58'21"E 2481.55 FEET;  
THENCE S52°14'52"E, 346.35 FEET;  
THENCE S16°50'21"E, 394.58 FEET;  
THENCE S01°06'44"W, 404.26 FEET;  
THENCE S37°42'12"E, 163.59 FEET;  
THENCE N90°00'00"E, 227.79 FEET;  
THENCE N67°20'38"E, 1125.22 FEET;  
THENCE N38°18'23"E, 494.94 FEET;  
THENCE N64°46'26"E, 220.52 FEET;  
THENCE S72°16'42"E, 552.74 FEET;  
THENCE S62°48'28"E, 354.89 FEET TO THE POINT OF BEGINNING.

AREA COMPRISES 18,457,515.86 SF OR 423.7263 AC, MORE OR LESS.

## EXHIBIT TO AGREEMENT

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

AJ Fireside Park City LLC  
c/o Holland & Hart LLP  
Attention: Brad Flynt  
P.O. Box 68  
Jackson, WY 83001

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(Space above this line for Recorder's use only)

## DECLARATION OF EASEMENT AGREEMENT

THIS DECLARATION OF EASEMENT AGREEMENT (the "Easement Declaration") is made and entered into as of this 3 day of March 2023, by AJ Fireside Park City LLC, a Delaware limited liability company ("AJ Fireside" or "Declarant").

## RECITALS

A. AJ Fireside is the "Declarant" pursuant to that certain Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Benloch Ranch dated June 16, 2021, recorded in the Wasatch County, Utah Recorder's Office as Entry No: 502142, as amended by that certain Consent and Amendment to Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Benloch Ranch dated March 29, 2022, recorded in the Wasatch County, Utah Recorder's Office as Entry No: 517226 (collectively, as amended, the "Master Declaration") encumbering certain real property located in Wasatch County, Utah, commonly known as Benloch Ranch, as more particularly described in the Master Declaration (the "Benloch Ranch Property").

B. Declarant still owns real property within the Benloch Ranch Property and therefore the Master Declaration is still in the Control Period.

C. Pursuant to Section 10.4(a) of the Master Declaration, Declarant reserved to itself and its assigns easement rights for "to install, inspect, maintain, repair, and replace any utilities and infrastructure to serve the Project, including without limitation electricity, water, sewer, phone, communications cables, and storm water drainage systems for the Project...."

D. Declarant desires to establish a water pipeline supply easement over and across the Benloch Ranch Property in the location identified on Exhibit A attached hereto (the "Water Pipeline Easement"), on the terms and conditions contained herein.

E. Pursuant to Section 10.4(b) of the Master Declaration, Declarant reserved to itself and its assigns easement rights to "to establish... on, over, across, under, and through the Common Areas of the Project including... access roads."

F. Declarant desires to establish an access easement for ingress and egress over and across the Benloch Ranch Property in the locations identified on Exhibit B attached hereto (the "Access Easements," and together with the Water Pipeline Easement, the "Easements"), on the terms and conditions

contained herein, to allow Declarant, or its assigns, to construct access roads, together with any related infrastructure and utilities as may be necessary, for Declarant's development of the Benloch Ranch Property

#### AGREEMENT

NOW, THEREFORE, in consideration of \$10.00 and for other good and valuable consideration, the receipt of which is hereby acknowledged, Declarant hereby agrees to the following:

1. Grant of Easements. Declarant hereby grants, conveys, and establishes, for the use and benefit of the owners of the Benloch Ranch Property, and their respective successors and assigns and its owners, tenants, guests, agents, contractors, and invitees the following easements (collectively, the "Easements"):

a) Water Pipeline Easement. A non-exclusive easement over, across and through the area depicted and described on Exhibit A as the "Water Pipeline Easement" (the "Water Pipeline Easement Area") for the construction, operation and maintenance of a certain underground water pipelines, together with all related equipment, facilities and appurtenances connected therewith (the "Water Improvements") located within the Water Pipeline Easement Area, together with a right of access over, upon and across the Water Pipeline Easement Area for vehicular and pedestrian ingress and egress solely for the purpose of accessing, maintaining, operating, repairing, and replacing the Water Improvements in accordance with this Easement Declaration, and for no other purpose whatsoever.

b) Access Easement. A non-exclusive easement over, across and through the area depicted and described on Exhibit B as the "60' Wide Access Easement" (the "Access Easement Area") in order to provide a means for maintenance and access for pedestrian and vehicular access over the Access Easement Area.

c) Temporary Construction Easement. A temporary construction easement in gross over, across and through the area depicted and described on Exhibit A as the "Utility Easement" and the area depicted and described on Exhibit B as the "60' Wide Access Easement" and plus an additional twenty (20) feet extending from the boundary of each such area (the "Temporary Construction Easement Area" and together with the Water Pipeline Easement Area and the Access Easement Area, the "Easement Area") in favor of Declarant and Benloch CPC, LLC ("Benloch CPC") and its designated contractors, sub-contractors, employees, agents, successors and assigns only. The easement granted in this subsection (c) shall terminate immediately upon the earlier to occur of (i) the completion of the initial installation of the water facilities, other utilities and roadway improvements to be constructed therein; (ii) as to any portion of the Water Pipeline Easement Area or the Access Easement Area acquired by Benloch CPC or an affiliate thereof, upon the acquisition of such portion of the Water Pipeline Easement Area or the Access Easement Area; and (iii) one (1) year from the date of the recording of this Easement Declaration. Declarant and Benloch CPC agree to work together in good faith regarding the orderly buildout of the Easement Areas.

2. Additional Rights. Pursuant to Section 15.7 of the Declaration, rights established by the Declaration may be assigned in part to any Person. For the avoidance of doubt, the Easements (x) will benefit the owners of the real property identified on Exhibit C (the "Phase 4, 5, and 6 Property"), (y) may be used by the owners of the Phase 4, 5, and 6 Property, and (z) will be appurtenant to, for the benefit of, and run with title to the Phase 4, 5, and 6 Property. The Easements are non-exclusive and there will be no

unreasonable impairment, restriction or obstruction of the use and enjoyment of the Water Pipeline Easement and Access Easement as provided herein.

3. No Obligation to Construct. For the avoidance of doubt, nothing in this Easement Declaration shall require AJ Fireside to construct any of the improvements contemplated in this Easement Declaration.

4. Restoration. If a party (or a party's agent) damages or otherwise disturbs an Easement Area, the Benloch Ranch Property, or any improvements located thereon while such party or party's agents are performing work within the Easement Area, such party shall promptly repair any and all such damage caused thereby and shall restore the affected areas to the same or better condition as they existed prior to any entry onto or work performed within the Easement Area and/or the Benloch Ranch Property by such party or the party's agent; provided, however that installation of utility or roadway improvements within the Easement Area shall, to the extent of such installation, be expressly deemed to be causing the Easement Area to be in a better condition as existed prior to any entry onto or work performed within the Easement Area.

5. Mechanics' Liens. Any party performing work in connection with this Easement Declaration shall keep the Easement Area and Benloch Ranch Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, such party performing the work. If any such lien arises and encumbers the Benloch Ranch Property, the party performing the work shall either (a) satisfy the lien, or (b) contest the validity of any lien provided within twenty (20) days after it receives notice of the lien filing and bonds around or the lien or otherwise removes the lien from the Benloch Ranch Property pursuant to applicable law.

6. Indemnity. Any party performing work pursuant to this Easement Declaration shall indemnify, defend and hold Declarant and/or the then applicable owner of the affected portion of the Benloch Ranch Property harmless and agrees to indemnify, defend, and hold harmless Declarant and/or AJ Fireside, and each of their respective members, employees, contractors, representatives, agents, tenants, licensees, invitees, successors and assigns (collectively, "Indemnified Parties"), from and against any and all liabilities, claims, causes of action, damages, losses, and costs (including reasonable attorneys' fees) (collectively, "Claims") that result from: (a) any acts, omissions, negligence or default of the party or its employees, contractors, agents, representatives, or invitees, except to the extent any such Claim is caused by the gross negligence or willful misconduct of Declarant and/or AJ Fireside, in connection with the party's and its employees', contractors', agents', representatives', or invitees' use of the Benloch Ranch Property, and (b) any breach of this Easement Declaration by a party. The provisions of this Section 6 shall survive the termination of this Easement Declaration.

7. Termination and Duration. Except as provided in Section 1(c) above, the Easement Declaration hereby created, granted and conveyed shall be perpetual in duration, unless otherwise specified, and may not be changed, amended, modified, canceled or terminated except by an instrument in writing executed by the then owner of the Phase 4, 5, and 6 Property and Declarant.

8. Governing Law. This Easement Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

9. Severability. The provisions of this Easement Declaration shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the Easement Declaration, rights and covenants that this Easement Declaration intended to create.

10. Miscellaneous. With or without specific reference thereto, the conveyance of an interest in all or any portion of the Phase 4, 5 and 6 Property or Benloch Ranch Property shall be subject to the benefits and burdens of the Easement Declaration hereby created, granted and conveyed to the same extent as if all the terms and conditions of this Easement Declaration were set forth in full in such conveyance. The Easement Declaration, covenants, agreements, obligations and conditions contained herein shall not be personal, but shall run with the land and shall be binding upon and inure to the benefit of the owners of all portions of the Phase 4, 5 and 6 Property and Benloch Ranch Property, the successors and assigns of said owners, and the tenants, agents, licensees, guests and invitees. The caption included herein are for reference only and should not be used in construing any of the terms hereof.

11. No Public Dedication. The provisions of this Easement Declaration shall not be deemed to constitute a dedication for public use nor to create any rights in the general public nor benefit any other real property other than as specifically stated herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Declarant has executed this Easement Declaration under seal as of the date first above written.

**DECLARANT:**

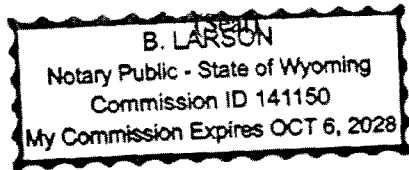
**AJ FIRESIDE PARK CITY LLC,**  
a Delaware limited liability company

By: Jamie Mackay  
Name: Jamie Mackay  
Title: President

STATE OF Wyoming )  
                                  )§  
COUNTY OF Teton )

This instrument was acknowledged before me on this 28<sup>th</sup> day of February, 2023, by Jamie Mackay, the President of AJ Fireside Park City LLC, a Delaware limited liability company.

B. Larson, Notary  
Title and Rank



[Signatures Continued on Following Page]

Although the Declaration allows Declarant to unilaterally establish the Easements contemplated in this Easement Declaration and therefore consent from the below parties is unnecessary, by its execution below, the owners of the Phase 4, 5 and 6 Property hereby acknowledge and consent to the terms and conditions contained in this Easement Declaration.

**Cache Private Capital Diversified Fund, LLC,**  
a Nevada limited liability company

By: Cache Private Capital Management, LLC  
Its: Manager

DocuSigned by:  
D. Sean Clark  
By: ~~D. Sean Clark~~  
Name: ~~D. Sean Clark~~  
Its: Manager

**Benloch CPC, LLC,**  
a Utah limited liability company

By: Cache Private Capital Management, LLC  
Its: Manager

DocuSigned by:  
D. Sean Clark  
By: ~~D. Sean Clark~~  
Name: ~~D. Sean Clark~~  
Its: Manager



EXHIBIT A

## Water Pipeline Easement

A UTILITY EASEMENT, BEING 30.00 FEET ON EITHER SIDE OF THE DESCRIBED CENTER LINE:

BEGINNING AT A POINT THAT IS N85°45'25"W 258.02 FEET FROM THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; THENCE N.79°03'56"W., A DISTANCE OF 97.56 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET AND A CENTRAL ANGLE OF 09°17'37"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 81.10 FEET; THENCE N.88°21'33"W., A DISTANCE OF 358.33 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 1,000.00 FEET AND A CENTRAL ANGLE OF 44°07'21"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 770.08 FEET; THENCE N.44°14'12"W., A DISTANCE OF 325.50 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 52°55'00"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 609.56 FEET; THENCE S.82°50'47"W., A DISTANCE OF 409.21 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 778.00 FEET AND A CENTRAL ANGLE OF 51°12'42"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 695.39 FEET; THENCE N.45°56'30"W., A DISTANCE OF 716.94 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,445.00 FEET AND A CENTRAL ANGLE OF 35°51'36"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 904.39 FEET; THENCE N.81°48'06"W., A DISTANCE OF 263.66 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 512.00 FEET AND A CENTRAL ANGLE OF 28°36'34"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 255.66 FEET; THENCE N.53°11'32"W., A DISTANCE OF 218.51 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 28°12'13"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 167.36 FEET; THENCE N.81°23'45"W., A DISTANCE OF 139.79 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 367.00 FEET AND A CENTRAL ANGLE OF 47°13'47"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 302.52 FEET; THENCE N.34°09'58"W., A DISTANCE OF 71.20 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 51°02'55"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 298.47 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.85°13'12"W., A DISTANCE OF 148.63 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 336.16 FEET AND A CENTRAL ANGLE OF 19°49'37"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 116.33 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, N.65°23'16"W., A DISTANCE OF 277.05 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 59°52'27"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 350.07 FEET; THENCE S.54°44'17"W., A DISTANCE OF 193.90 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 380.00 FEET AND A CENTRAL ANGLE OF 35°38'02";

THENCE WESTERLY ALONG THE ARC A DISTANCE OF 236.33 FEET; THENCE N.89°37'41"W., A DISTANCE OF 220.02 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 13°11'18"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 184.14 FEET; THENCE S.77°11'01"W., A DISTANCE OF 333.35 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 23°12'11"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 323.98 FEET; THENCE S.53°58'50"W., A DISTANCE OF 280.33 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 41°44'28"; THENCE WESTERLY ALONG THE ARC A DISTANCE OF 258.62 FEET; THENCE N.84°16'42"W., A DISTANCE OF 122.90 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 92°35'16"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 573.67 FEET; THENCE S.03°08'02"W., A DISTANCE OF 119.17 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 26°53'22"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 166.60 FEET; THENCE S.23°45'20"E., A DISTANCE OF 3.10 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 75°35'59"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 468.41 FEET; THENCE S.51°50'39"W., A DISTANCE OF 287.27 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 22°20'31"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 138.43 FEET; THENCE S.29°30'08"W., A DISTANCE OF 11.86 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 17°01'49"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 105.52 FEET; THENCE S.46°31'57"W., A DISTANCE OF 104.73 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 33°13'42"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 205.88 FEET; THENCE S.13°18'15"W., A DISTANCE OF 69.80 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET AND A CENTRAL ANGLE OF 76°29'30"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 473.94 FEET; THENCE S.89°47'45"W., A DISTANCE OF 150.86 FEET TO THE POINT OF ENDING.



**EXHIBIT B**

## Access Easement Area

**LEGAL DESCRIPTION - WATER TANK ACCESS EASEMENT:**

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

AN ACCESS EASEMENT COMMENCING AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID SOUTHWEST CORNER OF SECTION 34 BEING S89°31'27"W 16027.64 FEET FROM THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT);

THENCE N89°31'27"E ALONG SAID BASIS OF BEARING, 5191.02 FEET TO A POINT;  
THENCE S00°28'33"E, 2052.80 FEET TO THE TRUE POINT OF BEGINNING;

THENCE S23°24'22"W, 177.90 FEET; THENCE S12°53'17"E, 74.39 FEET; THENCE S79°54'06"W, 177.67 FEET;

THENCE S84°07'37"W, 223.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 152.44 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 93.48 FEET, A DELTA ANGLE OF 35°08'04", A CHORD BEARING OF S65°59'36"W AND A CHORD LENGTH OF 92.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 564.55 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 149.58 FEET, A DELTA ANGLE OF 15°10'49", A CHORD BEARING OF S59°09'32"W AND A CHORD LENGTH OF 149.14 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 229.79 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 153.68 FEET, A DELTA ANGLE OF 38°19'07", A CHORD BEARING OF S45°19'33"W AND A CHORD LENGTH OF 150.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 21306.83 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 60.63 FEET, A DELTA ANGLE OF 00°09'47", A CHORD BEARING OF S28°08'57"W AND A CHORD LENGTH OF 60.63 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 163.44 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 81.03 FEET, A DELTA ANGLE OF 28°24'19", A CHORD BEARING OF S40°51'58"W AND A CHORD LENGTH OF 80.20 FEET;

THENCE S56°07'14"W, 153.70 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 217.80 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 155.07 FEET, A DELTA ANGLE OF 40°47'33", A CHORD BEARING OF S35°43'28"W AND A CHORD LENGTH OF 151.81 FEET;

THENCE S06°40'29"W, 82.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 168.40 FEET;

[Continued on Following Page]

**LEGAL DESCRIPTION - CONTINUED**

THENCE ALONG SAID CURVE AN ARC LENGTH OF 143.74 FEET, A DELTA ANGLE OF 48°54'20", A CHORD BEARING OF S19°27'14"E AND A CHORD LENGTH OF 139.42 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 189.22 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 139.40 FEET, A DELTA ANGLE OF 42°12'42", A CHORD BEARING OF S22°40'35"E AND A CHORD LENGTH OF 136.27 FEET;

THENCE S01°15'29"E, 112.51 FEET; THENCE S48°53'19"E, 26.65 FEET; THENCE N00°15'29"W, 130.35 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 209.22 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 154.40 FEET, A DELTA ANGLE OF 42°16'57", A CHORD BEARING OF N22°38'51"W AND A CHORD LENGTH OF 150.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 148.40 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 126.41 FEET, A DELTA ANGLE OF 48°48'15", A CHORD BEARING OF N16°30'45"W AND A CHORD LENGTH OF 122.62 FEET;

THENCE N06°40'29"E, 81.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 197.80 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 139.35 FEET, A DELTA ANGLE OF 40°21'52", A CHORD BEARING OF N35°56'18"E AND A CHORD LENGTH OF 136.49 FEET;

THENCE N56°07'14"E, 153.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 183.44 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 90.85 FEET, A DELTA ANGLE OF 28°22'35", A CHORD BEARING OF N40°56'22"E AND A CHORD LENGTH OF 89.93 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 21326.83 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 60.76 FEET, A DELTA ANGLE OF 00°09'48", A CHORD BEARING OF N28°08'54"E AND A CHORD LENGTH OF 60.76 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 209.79 FEET;

[Continued on Following Page]

**LEGAL DESCRIPTION - CONTINUED**

THENCE ALONG SAID CURVE AN ARC LENGTH OF 140.24 FEET, A DELTA ANGLE OF 38°18'09", A CHORD BEARING OF N45°13'46"E AND A CHORD LENGTH OF 137.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 584.55 FEET;

THENCE ALONG SAID CURVE AN ARC LENGTH OF 138.76 FEET, A DELTA ANGLE OF 13°36'03", A CHORD BEARING OF N59°54'31"E AND A CHORD LENGTH OF 138.44 FEET;

THENCE SOUTH, 183.73 FEET; THENCE EAST, 250.00 FEET; THENCE NORTH, 243.40 FEET;

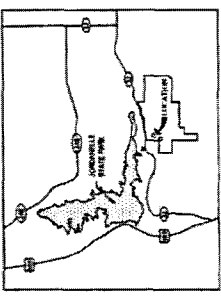
THENCE N84°07'22"E, 59.54 FEET; THENCE N79°54'06"E, 199.19 FEET; THENCE N12°53'17"W, 88.83 FEET; THENCE N23°24'22"E, 166.74 FEET; THENCE N53°37'51"W, 20.52 FEET TO THE TRUE POINT OF BEGINNING.

R.B. WILLIAMS & ASSOCIATES, INC. CONSULTING ENGINEERS

WEST SKYFALL UTILITY EASEMENT

UTILITY EASEMENT

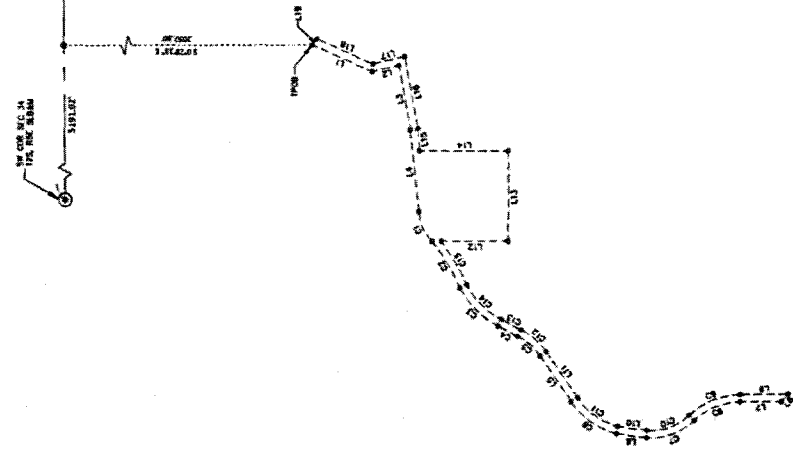
Table with columns: SHEET NO. (1/1), EX-29, DATE, DRAWN BY, CHECKED BY, SCALE, PROJECT NO.



WATER TANK ACCESS EASEMENT PART OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY WASATCH COUNTY, UTAH



N 89°51'27" E, 150.07' 0.4" (BASIS OF BEARINGS)



Curve Table with columns: Curve #, Length, Radius, Delta, Delta Direction, Chord Length.

Parcel Line Table with columns: Line #, Length, Direction.

LEGAL DESCRIPTION - WATER TANK ACCESS EASEMENT: This easement is being established for the purpose of providing access to a water tank located on the east side of the easement...







EXHIBIT C

Phase 4, 5, and 6 Property

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

PART OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.88 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S01°18'39"E 2563.63 FEET; THENCE N62°48'28"W 354.89 FEET; THENCE N72°16'42"W 552.74 FEET; THENCE S64°46'26"W 220.52 FEET; THENCE S38°18'23"W 494.94 FEET; THENCE S67°20'38"W 1125.22 FEET; THENCE N90°00'00"W 227.79 FEET; THENCE N37°42'12"W 163.59 FEET; THENCE N01°06'44"E 404.26 FEET; THENCE N16°50'21"W 394.58 FEET; THENCE NS2°14'52"W 346.35 FEET; THENCE N01°09'16"E 1673.29 FEET; THENCE N00°38'10"E 60.11 FEET; THENCE N05°05'03"E 269.83 FEET; THENCE N89°33'35"E 310.29 FEET; THENCE N89°33'13"E 2667.85 FEET TO THE POINT OF BEGINNING.

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THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY,  
UTAH AND IS DESCRIBED AS FOLLOWS:

PARTS OF SECTIONS 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT  
LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH,  
RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E  
16027.64 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2  
SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT);  
THENCE S01°18'39"E, 2563.63 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE S01°18'39"E, 86.33 FEET;  
THENCE S01°29'16"E, 2544.74 FEET;  
THENCE N89°51'47"W, 466.72 FEET;  
THENCE S00°36'10"E, 466.74 FEET;  
THENCE N89°51'52"W, 2470.19 FEET;  
THENCE N89°51'50"W, 2695.77 FEET;  
THENCE N00°26'57"W, 194.70 FEET TO THE BEGINNING OF A TANGENT CURVE  
TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET;  
THENCE ALONG SAID CURVE AN ARC LENGTH OF 379.56 FEET, A DELTA ANGLE  
OF 33°12'07", A CHORD BEARING OF N17°03'01"W, AND A CHORD LENGTH OF 374.27  
FEET;  
THENCE N05°15'38"E, 701.74 FEET;  
THENCE N07°07'05"E, 475.22 FEET;  
THENCE N12°20'34"W, 653.73 FEET;  
THENCE N00°52'42"W, 550.18 FEET;  
THENCE N04°43'52"E, 403.75 FEET;  
THENCE N15°34'44"E, 320.49 FEET;  
THENCE S89°58'21"E 2481.55 FEET;  
THENCE S52°14'52"E, 346.35 FEET;  
THENCE S16°50'21"E, 394.58 FEET;  
THENCE S01°06'44"W, 404.26 FEET;  
THENCE S37°42'12"E, 163.59 FEET;  
THENCE N90°00'00"E, 227.79 FEET;  
THENCE N67°20'38"E, 1125.22 FEET;  
THENCE N38°18'23"E, 494.94 FEET;  
THENCE N64°46'26"E, 220.52 FEET;  
THENCE S72°16'42"E, 552.74 FEET;  
THENCE S62°48'28"E, 354.89 FEET TO THE POINT OF BEGINNING.

AREA COMPRISES 18,457,515.86 SF OR 423.7263 AC, MORE OR LESS.

[Continued from Previous Page]

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN WASATCH COUNTY, UTAH AND IS DESCRIBED AS FOLLOWS:

PARTS OF SECTIONS 1 AND 2, TOWNSHIP 3 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 5 EAST (SAID NORTHEAST CORNER OF SECTION 1 BEING N89°31'27"E 16027.64 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 5 EAST AND BEING THE BASIS OF BEARINGS FOR THIS PROJECT); THENCE S01°18'39"E, 2563.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE S01°18'39"E, 86.33 FEET; THENCE S01°29'16"E, 2544.74 FEET; THENCE N89°51'47"W, 466.72 FEET; THENCE S00°36'10"E, 466.74 FEET; THENCE N89°51'52"W, 2470.19 FEET; THENCE N89°51'50"W, 2695.77 FEET; THENCE N00°26'57"W, 194.70 FEET TO THE BEGINNING OF A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 655.00 FEET; THENCE ALONG SAID CURVE AN ARC LENGTH OF 379.56 FEET, A DELTA ANGLE OF 33°12'07", A CHORD BEARING OF N17°03'01"W, AND A CHORD LENGTH OF 374.27 FEET; THENCE N05°15'38"E, 701.74 FEET; THENCE N07°07'05"E, 475.22 FEET; THENCE N12°20'34"W, 653.73 FEET; THENCE N00°52'42"W, 550.18 FEET; THENCE N04°43'52"E, 403.75 FEET; THENCE N15°34'44"E, 320.49 FEET; THENCE S89°58'21"E 2481.55 FEET; THENCE S52°14'52"E, 346.35 FEET; THENCE S16°50'21"E, 394.58 FEET; THENCE S01°06'44"W, 404.26 FEET; THENCE S37°42'12"E, 163.59 FEET; THENCE N90°00'00"E, 227.79 FEET; THENCE N67°20'38"E, 1125.22 FEET; THENCE N38°18'23"E, 494.94 FEET; THENCE N64°46'26"E, 220.52 FEET; THENCE S72°16'42"E, 552.74 FEET; THENCE S62°48'28"E, 354.89 FEET TO THE POINT OF BEGINNING.

AREA COMPRISES 18,457,515.86 SF OR 423.7263 AC, MORE OR LESS.