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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 19 P.

When Recorded Return To:

Brian D. Cunningham, Esq.  
**SNELL & WILMER L.L.P.**  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

APN: 22-09-228-023, 22-09-228-035, 22-10-151-013, 22-10-151-007,  
22-10-151-012, 22-09-228-034, 22-10-151-011,  
22-09-228-030, 22-09-228-025, 22-09-228-036, 22-10-151-008, 22-10-151-009,  
22-09-228-026, 22-09-228-027, 22-09-228-028, 22-09-228-029 and 22-09-228-024

137413-DMF

## AGREEMENT REGARDING TENANCY IN COMMON AGREEMENT

THIS AGREEMENT REGARDING TENANCY IN COMMON AGREEMENT (this "Agreement") is made as of December 30, 2020, by and among **RL CHENEY HOLLADAY HOLDINGS, LLC**, a Utah limited liability company ("*RL Cheney*"), having an address at 2207 South Berkeley Street, Salt Lake City, Utah 84109, and **JM CHENEY HOLLADAY HOLDINGS, LLC**, a Utah limited liability company ("*JM Cheney*" and together with RL Cheney, collectively, the "*Companies*" and each a "*Company*"), having an address at 2207 South Berkeley Street, Salt Lake City, Utah 84109, and **WASHINGTON FEDERAL BANK, NATIONAL ASSOCIATION** ("*Lender*"), whose mailing address is 405 S. Main Street, Suite 100, Salt Lake City, Utah 84111, and is entered into with reference to the following facts:

### RECITALS

A. Each Company is a true tenant-in-common holding an undivided interest in and to that certain real property located in Salt Lake County, Utah, and more particularly described in **Exhibit A** hereto (the "*Property*").

B. The Companies have not entered into a written agreement governing the foregoing tenancy-in-common. Any such written agreement hereafter entered into between the Companies is described herein as a "*TIC Agreement*".

C. Companies, together with **KMW DEVELOPMENT L.L.C.**, a Utah limited liability company, and **PETERBUILT HH, L.L.C.**, a Utah limited liability company (collectively, the "*Borrowers*"), have jointly applied for a loan in the maximum principal amount of THIRTY-THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$33,100,000.00) ("*Loan*") from Lender, and Lender has agreed to extend the Loan jointly and severally to Borrowers, as co-borrowers, subject to the terms and conditions of that certain Term Loan Agreement dated as of or about even date herewith between Borrowers and Lender (as the same may be amended or modified from time to time, the "*Loan Agreement*").

D. The Loan is secured by that certain Fee and Leasehold Deed of Trust, Assignment of Leases and Rents, Assignment of Contacts, Security Agreement, and Fixture Filing executed by Borrowers, as trustors, in favor of the trustee named therein, for the benefit of Lender, as beneficiary on the Property (as the same may be amended from time to time, the "*Security Instrument*"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Loan Agreement.

E. As a condition to extending the Loan to Borrowers, Lender requires that Companies execute this Agreement, and Companies acknowledge and agree that Lender is relying on the waiver of rights and other agreements contained in this Agreement in extending the Loan to Borrowers. Lender would not enter into the Loan absent the agreements contained herein.

F. By this Agreement, Companies desire to set forth certain agreements with Lender with regard to the Loan and its administration and the Property and its development, construction, management and operation, to waive and relinquish their rights to partition their undivided ownership interests in the Property, each during the term of Loan, and to assign to Lender certain rights under any TIC Agreement hereafter executed and to subordinate certain rights thereunder to the lien of the Security Instrument, all subject to the terms of this Agreement.

G. The parties intend this Agreement to be binding upon their successors and assigns, to the same extent as though such successors and assigns were signatories to this Agreement.

NOW, THEREFORE, in consideration of the promises and the covenants hereafter contained, IT IS AGREED:

1. Incorporation of Recitals. Recitals A through G, inclusive, are incorporated herein by reference.

2. Appointment of Agent. Each Company does hereby appoint RL Cheney (the "*Authorized Representative*") as their agent and attorney-in-fact for all purposes of the Loan Documents, including, without limitation, the giving and receiving of notices and other communications, the making of requests for advances, the making of all certifications and reports required pursuant to the Loan Documents and for the purpose of receiving and allocating advances made under the Loan Agreement and Note. Companies hereby acknowledge that such agreements are made for the benefit of Lender in extending and administering the Loan and that Lender may rely upon the acts, communications and omissions of the Authorized Representative as being fully binding upon all Companies. Companies shall jointly and severally hold Lender harmless for such reliance. Notwithstanding the foregoing, the action of any Company and the requests, notices, reports and other materials submitted by any of the Companies shall bind all Companies.

3. Assignment of Management Rights. For value received, Companies do hereby assign, transfer, and set over to Lender all of their right, title and interest in and to any TIC Agreement hereafter executed, and any management rights as set forth in therein, including, for the avoidance of doubt, all amendments, modifications, supplements, and addenda thereto, hereafter entered into by Companies. Companies further subordinate in all respects any TIC Agreement hereafter executed and all provisions thereof and all rights, remedies, and options of Companies thereunder, including, without limitation, any purchase options or management rights arising thereunder, to the Security Instrument and the lien thereof, including, without limitation, all renewals, increases, modifications, spreading agreements, consolidations, replacements and extensions thereof and to all sums secured thereby and advances made thereunder and all rights of Lender arising in connection with the Loan. Lender may, in its sole and absolute discretion by written agreement, agree to waive the foregoing subordination. Promptly upon entering into any TIC Agreement, Companies shall provide to Lender an executed copy of such TIC

Agreement. Companies shall not amend, modify or terminate any TIC Agreement hereafter executed without the prior written consent of Lender which may be withheld or conditioned in its discretion. This Agreement is made for the purpose of securing (a) the payment of all indebtedness evidenced by that certain Promissory Note of even date herewith evidencing the Loan in the principal amount of THIRTY-THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$33,100,000.00) (the "Note") with interest thereon executed by Companies and delivered to Lender, as it may be amended, modified, restated, extended and/or renewed from time to time, and (2) the performance of and compliance with all of the terms, covenants and conditions set forth herein, in the Loan Agreement, and all other Loan Documents.

4. Company Agreements. Companies agree during the term of the Loan:

(a) To faithfully abide by, perform and discharge each and every material obligation, covenant and agreement of any TIC Agreement hereafter executed to be performed by each Company thereunder, at no cost or expense to Lender, and not to modify, extend or in any way alter the material terms of any TIC Agreement hereafter executed or accept a surrender thereof without Lender's prior written consent. Each Company hereby expressly releases, relinquishes and surrenders unto Lender all its right, power and authority to amend, modify, cancel, terminate or in any way alter the terms or provisions of any TIC Agreement hereafter executed or settle any claims for nonperformance under any TIC Agreement hereafter executed, in each case without the prior written consent of Lender (such consent not to be unreasonably withheld, conditioned or delayed).

(b) That, at no cost or expense to Lender, each Company shall appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Companies' tenancy in common or with any TIC Agreement hereafter executed or the obligations, duties or liabilities of each Company thereunder, and shall pay all reasonable, actual, out-of-pocket costs and expenses of Lender, including reasonable, actual, out-of-pocket attorneys' fees and expenses, in any action or proceeding concerning the Companies' tenancy in common or any TIC Agreement hereafter executed in which Lender may appear.

(c) That, if each Company fails to make any payment or to do any act as herein provided or fails to do so promptly upon demand by Lender, then Lender shall have the right, but without the obligation so to do, without releasing each Company from any obligation hereof and without notice to or demand upon each Company, to make such payment or to do such act in such manner and to such extent as Lender may deem reasonably necessary to prevent the material impairment of the security hereof, including, without limiting the generality of the foregoing, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Lender and to perform and discharge each and every obligation, covenant and agreement of each Company contained in any TIC Agreement hereafter executed and in exercising any such rights or powers to employ counsel and pay such reasonable, actual, out-of-pocket costs and expenses as Lender shall incur, including, without limitation, attorneys' fees.

(d) To pay immediately upon demand all reasonable, actual, out-of-pocket sums expended by Lender under the authority hereof, together with interest thereon at the default interest rate set forth in the Note.

5. Mutual Agreements. The parties agree during the term of the Loan:

(a) As long as no Event of Default has occurred and is continuing under the Loan Documents (as Event of Default is defined therein), each Company shall have the right to exercise

all of its rights (other than its rights to amend, modify, cancel, terminate such agreement or any right to transfer, sell or partition) under any TIC Agreement hereafter executed.

(b) In the event Lender elects to pursue some or all of its rights and remedies in connection with an Event of Default, Lender shall be under no duty to assume each Company's rights and duties under any TIC Agreement hereafter executed or under any applicable law governing the Companies' tenancy in common. Each Company agrees that Lender does not and shall not assume any of each Company's obligations or duties concerning any TIC Agreement hereafter executed or concerning the Companies' tenancy in common until and unless Lender shall expressly acknowledge in a separate writing its agreement to assume any such obligations or duties in connection with Lender exercising its rights hereunder.

(c) This Agreement is a collateral assignment of any TIC Agreement hereafter executed. Lender shall, however, permit each Company to exercise its rights under any TIC Agreement hereafter executed (to the extent permitted above) except upon the occurrence and during the continuation of an Event of Default. Upon the occurrence and during the continuation of such an Event of Default, each Company shall immediately upon written request from Lender deliver to Lender copies of all documents, correspondence, reports and notices in each Company's possession in any way relating to the Companies' tenancy in common or any TIC Agreement hereafter executed. Upon the occurrence of an Event of Default, Lender may, at its option and upon written notice to the Authorized Representative, assume and exercise any or all of its rights granted under this Agreement. If an Event of Default exists, then upon giving such notice to the Authorized Representative, Lender may elect to exercise and receive performance of all rights of each Company under any TIC Agreement hereafter executed, including, without limitation, the right to receive and collect all moneys and other performances receivable by, or payable to, each Company under any TIC Agreement hereafter executed hereafter executed, the right to give and receive copies of all notices and other instruments or communications, and the right to cure or take action with respect to a default under any TIC Agreement hereafter executed. Each Company hereby irrevocably constitutes and appoints Lender, upon the occurrence and during the continuation of an Event of Default, as its attorney-in-fact solely to demand, receive and enforce each Company's rights with respect to any TIC Agreement hereafter executed, to give appropriate receipts, releases and satisfactions for and on behalf of each Company, and to do any and all acts in the name of each Company or in the name of Lender with the same force and effect as each Company could do if this Agreement had not been made. The exercise of any of the foregoing rights or remedies by Lender under this Agreement shall not cure or waive, modify or affect any notice of Event of Default under any of the Loan Documents, or invalidate any act done pursuant to any such notice. Lender may exercise its rights hereunder as often as any such Event of Default may occur and so long as any such Event of Default may continue.

(d) Notwithstanding the foregoing, upon the occurrence and during the continuation of an Event of Default, Lender may, in its sole and absolute discretion, elect to terminate all property management rights under any TIC Agreement hereafter executed, including, without limitation, all of Authorized Representative's property management rights and rights to occupy or be in possession of any part of the Property. In no event shall Lender have any liability to any Company or any other person for any claims, damages, costs, liabilities or expenses arising from or in any way related to any such termination. Such right of termination may be exercised at any time during the continuation of an Event of Default, notwithstanding that Lender may have previously elected to assume the rights of each Company pursuant hereto. Such termination shall not waive any claims or damages of Lender against any Company for events occurring prior to such termination or for the failure of any Company to comply with all agreements with respect to such termination. In the event of any such termination, each Company will turn over to Lender all

books, records, keys, and other property of Companies relating to the operation of the Property and will reasonably cooperate with Lender in transferring the management and operation of the Property to Lender or such person as Lender may designate.

(e) The exercise by Lender of the foregoing rights shall not constitute a waiver of any of the remedies of Lender under the Loan Documents, or any other document or agreement existing at law or in equity, by statute or otherwise.

(f) COMPANIES SHALL JOINTLY AND SEVERALLY INDEMNIFY, DEFEND AND HOLD LENDER HARMLESS FOR, FROM AND AGAINST ANY AND ALL ACTUAL, OUT-OF-POCKET LIABILITY, LOSS OR DAMAGE WHICH IT MAY OR MIGHT INCUR UNDER THE AGREEMENT OR UNDER OR BY REASON OF THIS AGREEMENT AND FOR, FROM AND AGAINST ANY AND ALL ACTUAL, OUT-OF-POCKET CLAIMS AND DEMANDS WHATSOEVER WHICH MAY BE ASSERTED AGAINST LENDER BY REASON OF ANY ALLEGED OBLIGATION OR UNDERTAKING IN ITS PART TO PERFORM OR DISCHARGE ANY OF THE TERMS, COVENANTS OR AGREEMENTS CONTAINED IN THE AGREEMENT OR UNDER OR BY REASON OF THIS AGREEMENT, EXCLUDING, HOWEVER, ANY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LENDER OR ANY OBLIGATIONS ARISING FROM AND AFTER THE DATE LENDER TAKES POSSESSION OF, OR TITLE TO THE PROPERTY. SHOULD LENDER INCUR ANY SUCH LIABILITY, LOSS OR DAMAGE UNDER THE AGREEMENT OR UNDER OR BY REASON OF THIS AGREEMENT, OR IN THE DEFENSE OF ANY SUCH CLAIM OR DEMAND, THE AMOUNT THEREOF, INCLUDING REASONABLE, ACTUAL, OUT-OF-POCKET COSTS, EXPENSES AND ATTORNEYS' FEES, TOGETHER WITH INTEREST THEREON AT THE INTEREST RATE SET FORTH IN THE LOAN AGREEMENT OR NOTE, SHALL BE SECURED HEREBY AND BY THE OTHER LOAN DOCUMENTS, AND ASSIGNOR SHALL REIMBURSE LENDER THEREFOR IMMEDIATELY UPON DEMAND.

(g) Each Company covenants and agrees to transfer and assign to Lender any and all subsequent agreements which are entered into pursuant to, in replacement of or to serve substantially the same purpose as any TIC Agreement hereafter executed upon the same or substantially the same terms and conditions as herein contained, and to make, execute and deliver to Lender, upon demand, any and all instruments that may be necessary therefor. The foregoing shall not be deemed to be a consent to amendments or modifications to any TIC Agreement hereafter executed.

(h) Upon payment in full of all indebtedness, and performance of all obligations, secured hereby and termination of all obligations of Lender to make loans and advances and otherwise extend credit to each Company (other than by reason of the exercise by Lender of its rights and remedies), this Agreement shall become and be void and of no effect, but the affidavit of any officer of Lender showing that any such conditions to release have not been satisfied shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this, and any person may and is hereby authorized to rely thereon. Upon such termination, all the estate, right, title, interest, claim and demand of Lender under any TIC Agreement hereafter executed shall revert to each Company, and Lender shall, at the request of each Company, promptly deliver to each Company an instrument canceling the Assignment and reassigning any TIC Agreement hereafter executed to each Company.

(i) Waiver of Right to Partition. Companies hereby waive and relinquish all statutory or common law rights and abilities to seek to or to actually partition their undivided interests in

the Property by partition in kind or by partition sale. Each Company further waives any right of ouster. This Agreement shall become effective when executed by all the parties hereto. Once this Agreement becomes effective, it shall continue in full force and effect until such time as the Loan is performed and paid indefeasibly in full. During such time as this Agreement is effective, Companies, or any of them, shall have no right to partition, lease, sell or otherwise transfer their undivided interests in the Property without the prior written consent of Lender in its sole and absolute discretion. Lender agrees that, upon satisfaction in full of the Loan, Lender shall execute a release of this Agreement to be recorded in the public records of the county of where the property is located.

(j) Waiver of Right of First Refusal, First Offer, and Purchase. Each Company hereby waives and relinquishes all right(s) of first refusal, first offer, purchase, and related rights to the Property, in connection with Lender's foreclosure of the Security Instrument and subsequent sale of all or a portion of the Property.

6. Miscellaneous Provisions. The following additional provisions shall apply to this Agreement:

(a) Successors and Assigns. Subject to the preceding terms and conditions of this Agreement, this Agreement shall be binding upon the successors and assigns of all Companies.

(b) Further Documents. Each party agrees to make, execute, acknowledge and deliver on demand of the other, any and all documents reasonably required to carry out the purpose and intent of this Agreement.

(c) Attorneys' Fees; Indemnification. If any legal action is necessary to enforce the terms of this Agreement, Lender shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Lender may be entitled. Moreover, Companies jointly and severally agree to indemnify, defend and hold harmless Lender for any and all expenses, costs and damages incurred by Lender in connection with any attempted partition of the Property or other breach of this Agreement by Companies or any of them, or their successors and/or assigns.

(d) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

(e) Notices. All notices, requests and demands to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand, or sent by registered or certified mail, postage prepaid, return receipt requested, through the United States Postal Service, or by overnight courier such as Federal Express to the addresses set forth in the preamble of this Agreement or such other addresses which the parties may provide in accordance therewith. Such notices, requests and demands, if sent by mail, shall be deemed given two (2) days after deposit in the United States mail, if sent by overnight courier, shall be deemed given one (1) Business Day (as defined in the Loan Agreement) after deposit with the overnight courier and if delivered by hand, shall be deemed given when delivered.

(f) No Release. The taking of this Agreement by Lender shall not affect the release of any other collateral now or hereafter held by Lender as security for the obligations secured hereby, nor shall the taking of additional security for such obligations hereafter effect a release or termination of this Agreement or any terms or provisions hereof.

(g) Further Assurances. Each Company, upon request of Lender, shall execute and deliver such further documents, as may be reasonably necessary to carry out the intent of this Agreement and to perfect and preserve the rights and interests of Lender hereunder and the priority thereof.

(h) No Waiver; Remedies. No failure or delay on the part of Lender in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies hereunder are cumulative and may be exercised by Lender either independently of or concurrently with any other right, power or remedy contained herein or in any other Loan Document.

7. Jurisdiction. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS AGREEMENT (EACH, A "PROCEEDING"), COMPANIES, INDIVIDUALLY AND COLLECTIVELY, IRREVOCABLY (A) SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN THE COUNTY OF SALT LAKE AND STATE OF UTAH, AND (B) WAIVE ANY OBJECTION WHICH ANY COMPANY MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDING BROUGHT IN ANY SUCH COURT, WAIVE ANY CLAIM THAT ANY PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVE THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDING, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER ANY SUCH PARTY. COMPANIES, INDIVIDUALLY AND COLLECTIVELY, FURTHER AGREE AND CONSENT THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY PROCEEDING IN ANY UTAH STATE OR UNITED STATES COURT SITTING IN THE COUNTY OF SALT LAKE BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO COMPANIES, INDIVIDUALLY OR COLLECTIVELY, AS THE CASE MAY BE, AT THE ADDRESSES SET FORTH ABOVE, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT; EXCEPT THAT IF COMPANIES, INDIVIDUALLY AND COLLECTIVELY, AS THE CASE MAY BE, SHALL REFUSE TO ACCEPT DELIVERY, AS APPLICABLE, SERVICE SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED.

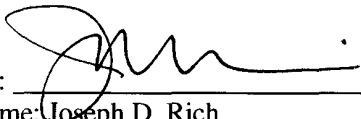
8. Waiver of Jury Trial. COMPANIES, INDIVIDUALLY AND COLLECTIVELY, EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, THE LOAN AGREEMENT AND THE OTHER LOAN DOCUMENTS RELATING THERETO OR ARISING FROM THE LENDING RELATIONSHIP REFERENCED TO IN THIS AGREEMENT AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY

9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument..

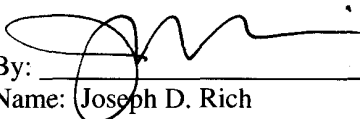
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**RL CHENEY HOLLADAY HOLDINGS, LLC**  
a Utah limited liability company

By:   
Name: Joseph D. Rich  
Title: Manager

**JM CHENEY HOLLADAY HOLDINGS, LLC**  
a Utah limited liability company

By:   
Name: Joseph D. Rich  
Title: Manager

*“Companies”*

**WASHINGTON FEDERAL BANK, NATIONAL  
ASSOCIATION**

By: \_\_\_\_\_  
Name: Brian Jeppesen  
Title: Vice President

*“Lender”*

[Acknowledgments Appear on the Following Page(s)]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**RL CHENEY HOLLADAY HOLDINGS, LLC**  
a Utah limited liability company


By: \_\_\_\_\_  
Name: Joseph D. Rich  
Title: Manager

**JM CHENEY HOLLADAY HOLDINGS, LLC**  
a Utah limited liability company

By: \_\_\_\_\_  
Name: Joseph D. Rich  
Title: Manager

*“Companies”*

**WASHINGTON FEDERAL BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Brian Jeppesen  
Title: Vice President

*“Lender”*

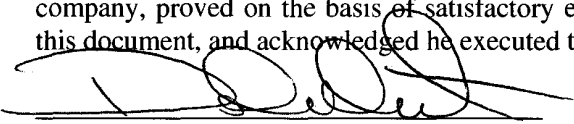
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State of Utah

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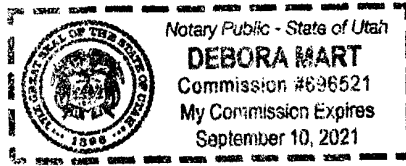
County of Salt Lake

On this 28<sup>th</sup> day of December, in the year 2020, before me Debora Mart a notary public, personally appeared Joseph D. Rich, a Manager of RL CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, on behalf of said limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.



Notary Signature

(Notary Seal)

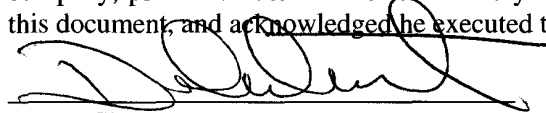


State of Utah

ss.

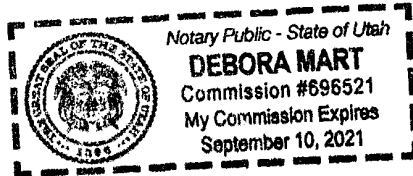
County of Salt Lake

On this 28<sup>th</sup> day of December, in the year 2020, before me Debora Mart, a notary public, personally appeared Joseph D. Rich, a Manager of JM CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, on behalf of said limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.



Notary Signature

(Notary Seal)



State of Utah

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me \_\_\_\_\_, a notary public, personally appeared Brian Jeppesen, a Vice President of WASHINGTON FEDERAL BANK, NATIONAL ASSOCIATION, on behalf of said association, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.

\_\_\_\_\_  
Notary Signature

(Notary Seal)

State of Utah

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, a \_\_\_\_\_ of RL CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, on behalf of said limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

\_\_\_\_\_  
Notary Signature

(Notary Seal)

State of Utah

ss.

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2020, before me \_\_\_\_\_, a notary public, personally appeared \_\_\_\_\_, a \_\_\_\_\_ of JM CHENEY HOLLADAY HOLDINGS, LLC, a Utah limited liability company, on behalf of said limited liability company, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

\_\_\_\_\_  
Notary Signature

(Notary Seal)

State of Utah

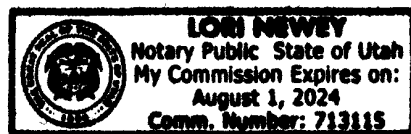
ss.

County of South Lake

On this 28<sup>th</sup> day of Dec., in the year 2020, before me LORI NEWEY, a notary public, personally appeared Brian Jeppesen, a Vice President of WASHINGTON FEDERAL BANK, NATIONAL ASSOCIATION, on behalf of said association, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged she executed the same.

Lori Newey  
Notary Signature

(Notary Seal)



## EXHIBIT A

### Legal Description of Property

That certain real property located in Salt Lake County, Utah and more particularly described as follows:

#### PARCEL 1:

Beginning at a point that is located North 00°03'51" West 1431.39 feet along Section Line and West 1086.95 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°46'29" West a distance of 213.43 feet to the beginning of a curve which represents the East Right-of-Way line of Highland Drive; said curve bears to the right through 13°32'49", having a radius of 1381.83 feet along the arc a distance of 326.72 feet, and whose long chord bears North 12°33'01" West a distance of 325.96 feet along said Highland Drive; thence continuing along said Highland Drive to the beginning of a spiral curve consisting of the following ten calls: Said curve bears to the right through 00°43'03", having a radius of 1430.07 feet along the arc a distance of 17.91 feet, and whose long chord bears North 05°15'53" West a distance of 17.91 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°41'32", having a radius of 1626.35 feet along the arc a distance of 19.65 feet, and whose long chord bears North 04°34'00" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°36'39", having a radius of 1843.20 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°54'54" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°31'46", having a radius of 2126.77 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°20'42" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°26'53", having a radius of 2513.45 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°51'23" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°21'59", having a radius of 3072.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°26'57" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°17'06", having a radius of 3949.71 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°07'24" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°12'13", having a radius of 5529.60 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°52'45" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°07'20", having a radius of 9216.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°42'58" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through an angle of 00°01'38", having a radius of 41472.00 feet along the arc a distance of 19.65 feet and whose long chord bears North 01°38'05" West a distance of 19.65 feet to a point of intersection with a line; thence North 01°43'40" West along said East Right-of-Way line of Highland Drive a distance of 3.89 feet; thence South 88°12'51" West along said East Right-of-Way line of Highland Drive a distance of 10.00 feet; thence North 01°43'40" West along said East Right-of-Way line of Highland Drive a distance of 43.18 feet to the South Right-of-Way line of Murray Holladay Road; thence South 89° 47' 36" East along said Murray Holladay Road a distance of 144.66 feet; thence South 00°11'01" West along said Murray Holladay Road a distance of 15.00 feet; thence South 89°47'36" East along said Murray Holladay Road a distance of 95.80 feet; thence South 46°19'21" East a distance of 27.52 feet; thence South 86°40'30" East a distance of 19.61 feet;

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thence South 02°51'06" East a distance of 260.03 feet; thence South 02°51'06" East a distance of 255.68 feet to the point of beginning. (aka Proposed Block "A")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 2:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 48°41'17" West a distance of 531.98 feet to the East Right-of-Way line of Highland Drive; thence North 39°48'39" West along said East Right-of-Way line of Highland Drive a distance of 319.11 feet; thence North 48°41'17" East a distance of 523.62 feet; thence South 41°18'43" East a distance of 319.00 feet to the point of beginning. (aka Proposed Block "E")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 3:

Beginning at a point that is located North 00°03'51" West 715.61 feet along Section Line and East 211.16 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 07°21'33" West a distance of 734.30 feet to the North Right-of-Way line of Arbor Lane; thence along said North Right-of-Way line of Arbor Lane North 85°00'59" West a distance of 140.36 feet; thence North 63°22'13" West a distance of 135.83 feet; thence North 02°20'32" East a distance of 18.68 feet; thence North 87°03'34" West a distance of 26.50 feet; thence North 02°20'32" East a distance of 650.20 feet; thence South 87°39'28" East a distance of 354.73 feet to the point of beginning. (aka Proposed Block "G")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 4:

Beginning at a point that is located North 00°03'51" West 730.11 feet along Section Line and West 143.25 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 97.21 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 311.89 feet to the beginning of a curve that represents the West Right-of-Way line of Memory Lane; said curve bears to the left through an angle of 38°59'52", having a radius of 127.34 feet along the arc a distance of 86.67 feet, and whose long chord bears South 14°45'03" East a distance of 85.01 feet; thence South 34°14'59" East along said West Right-of-Way line of Memory Lane a distance of 41.95 feet; thence South 64°16'35" West a distance of 120.11 feet; thence North 87°39'28" West a distance of 434.68 feet to the point of beginning. (aka Proposed Block "H")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 5:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 319.00 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 319.00 feet; thence South 48°41'17" West a distance of 473.37 feet to the point of beginning. (aka Proposed Block "I")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 6:

Beginning at a point that is located North 00°03'51" West 1799.35 feet along Section Line and West 113.51 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the West Right-of-Way line of Memory Lane the following four calls, South 00°00'59" East a distance of 38.90 feet; thence South 44°45'59" East a distance of 929.25 feet; thence South 46°48'01" West a distance of 200.20 feet to the beginning of a curve, said curve bears to the left through an angle of 42°03'08", having a radius of 127.34 feet along the arc a distance of 93.46 feet, and whose long chord bears South 25°46'27" West a distance of 91.38 feet; thence North 41°18'43" West a distance of 900.67 feet; thence South 86°11'56" West a distance of 187.05 feet; thence North 58°19'45" West a distance of 94.11 feet; thence North 31°40'15" East a distance of 8.56 feet to the beginning of a curve; said curve bears to the left through an angle of 34°52'38", having a radius of 29.00 feet along the arc a distance of 17.65 feet, and whose long chord bears North 14°13'56" East a distance of 17.38 feet; thence North 03°12'23" West a distance of 121.48 feet to the beginning of a curve; said curve bears to the right through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 08°48'26" East a distance of 16.19 feet to the beginning of a curve; said curve bears to the left through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 03°12'23" West a distance of 144.94 feet; thence South 85°09'26" East a distance of 33.41 feet to the West property line of a tract of land whose owner of record is Utah Power and Light Company; thence along said Utah Power and Light property line the following three calls, South 03°30'59" East a distance of 72.00 feet; thence South 06°38'59" East a distance of 127.12 feet; thence North 78°59'01" East a distance of 179.85 feet to the West property line of a tract of land whose owner of record is Gadwall, LLC (Book: 10391 Page: 4494); thence along said West property line South 02°59'59" East a distance of 8.99 feet; thence along the South property line of said Gadwall, LLC property North 78°59'01" East a distance of 167.85 feet to the point of beginning. (aka Proposed Block "K")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 7:

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Beginning at a point that is located North 00°03'51" West 1355.23 feet along Section Line and West 61.76 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 48°41'17" West a distance of 473.37 feet; thence North 41°18'43" West a distance of 102.76 feet; thence North 62°58'36" West a distance of 268.50 feet; thence North 31°40'15" East a distance of 170.77 feet; thence North 31°40'15" East a distance of 243.97 feet; thence South 58°19'45" East a distance of 94.11 feet; thence North 86°11'56" East a distance of 187.05 feet; thence South 41°18'43" East a distance of 269.78 feet to the point of beginning. (aka Proposed Block "J")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020 as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 8:

Beginning at a point that is located along the South R.O.W. line of Murray Holladay Road; said point being North 00°03'51" West 1964.48 feet along Section Line and West 564.74 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 52°39'04" East a distance of 31.15 feet, thence South 85°09'26" East a distance of 32.57 feet, thence South 03°12'23" East a distance of 144.94 feet to the beginning of a curve, said curve bears to the right through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears South 02°48'02" West a distance of 20.93 feet, thence South 08°48'26" West a distance of 16.19 feet to the beginning of a curve, said curve bears to the left through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears South 02°48'02" West a distance of 20.93 feet, thence South 03°12'23" East a distance of 121.48 feet to the beginning of a curve, said curve bears to the right through an angle of 34°52'38", having a radius of 29.00 feet along the arc a distance of 17.65 feet, and whose long chord bears South 14°13'56" West a distance of 17.38 feet, thence South 31°40'15" West a distance of 8.56 feet, thence South 31°40'15" West a distance of 243.97 feet, thence South 31°40'15" West a distance of 170.77 feet, thence North 60°16'35" West a distance of 384.41 feet, thence South 87°46'29" West a distance of 28.89 feet, thence North 02°51'06" West a distance of 515.70 feet, thence South 86°40'30" East a distance of 19.61 feet, thence North 43°40'39" East a distance of 29.03 feet to the South R.O.W. line of Murray Holladay Road, thence along said Murray Holladay Road South 89°47'36" East a distance of 507.65 feet to the point of beginning. (aka Proposed Block "B")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 9:

Beginning at a point that is North 00°03'51" West 730.11 feet along Section Line and West 143.25 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 02°20'32" West a distance of 744.79 feet, thence North 56°10'59" West a distance of 122.41 feet, thence North 39°48'39" West a distance of 489.59 feet, thence North 39°48'39" West a distance of 28.37 feet, thence North 48°41'17" East a distance of 531.98 feet, thence South 41°18'43" East a distance of 97.21 feet to the point of beginning. (Proposed Block "F")

LESS AND EXCEPTING THEREFROM that portion lying within Royal Holladay Hills Subdivision #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

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PARCEL 10:

Beginning at a point that is located North 00°03'51" West 715.16 feet along Section Line and East 211.16 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 87°39'28" East a distance of 79.95 feet; thence North 64°16'35" East a distance of 120.11 feet to the West Right-of-Way line of Memory Lane; thence along said Right-of-Way line of Memory Lane the following four calls, South 34°14'59" East a distance of 22.55 feet to the beginning of a curve; said curve bears to the right through 10°09'55", having a radius of 1121.28 feet along the arc a distance of 198.93 feet, and whose long chord bears South 29°10'02" East a distance of 198.67 feet to the beginning of a curve; said curve bears to the right through 08°28'05", having a radius of 1121.28 feet along the arc a distance of 165.72 feet, and whose long chord bears South 19°51'02" East a distance of 165.57 feet to the beginning of a curve; said curve bears to the right through 49°37'00", having a radius of 225.79 feet along the arc a distance of 195.53 feet, and whose long chord bears South 09°11'31" West a distance of 189.48 feet to the beginning of a curve on the North Right-of-Way line of Arbor Lane and running along said Right-of-Way line the following five calls; said curve bears to the right through 10°16'29", having a radius of 821.00 feet along the arc a distance of 147.23 feet along said North Right-of-Way line of Arbor Lane, and whose long chord bears South 39°08'15" West a distance of 147.03 feet to the beginning of a curve; said curve bears to the right through an angle of 09°18'31", having a radius of 821.00 feet along the arc a distance of 133.38 feet, and whose long chord bears South 48°55'45" West a distance of 133.24 feet to a point of intersection with a line; thence South 36°24'59" East a distance of 8.50 feet to the beginning of a curve; said curve bears to the right through an angle of 41°24'00", having a radius of 214.51 feet along the arc a distance of 155.00 feet, and whose long chord bears South 74°17'01" West a distance of 151.65 feet; thence North 85°00'59" West a distance of 83.75 feet; thence North 07°21'33" East a distance of 734.30 feet to the point of beginning. (aka Proposed Block "L")

PARCEL 11:

Block B Lot 1 and Block B Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 12:

Block C Lot 1 and Block C Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 13:

Intentionally deleted by Title Company.

PARCEL 14:

Parcel 1 and Parcel 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

PARCEL 15:

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The leasehold estate created by the Lease executed by JM Cheney Holladay Holdings, LLC and RL Cheney Holladay Holdings, LLC, as tenants in common (Landlord) and KMW Development L.L.C., a Utah limited liability company (Tenant), as disclosed in that certain Memorandum of Ground Lease recorded July 17, 2020, as Entry No. 13331428 in Book 10981 at Page 467, as to the following described land, to-wit:

Block C Lot 1 and Block C Lot 2, ROYAL HOLLADAY HILLS SUBDIVISION #1, according to the official plat thereof, recorded July 7, 2020, as Entry No. 13321547 in Book 2020P at Page 168, on file and of record in the office of the Salt Lake County Recorder.

**PARCEL 16:**

The leasehold estate created by the Lease executed by Peterbuilt HH, L.L.C., a Utah limited liability company (Landlord) and KMW Development, L.L.C., a Utah limited liability company (Tenant), as disclosed in that certain Memorandum of Ground Lease recorded June 22, 2020 as Entry No. 13305290 in Book 10965 at Page 5334, as to the following described tracts 1 through 7, to-wit:

**Tract 1:**

Beginning at a point that is located North 00°03'51" West 1431.39 feet along Section Line and West 1086.95 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 87°46'29" West a distance of 213.43 feet to the beginning of a curve which represents the East Right-of-Way line of Highland Drive; said curve bears to the right through 13°32'49", having a radius of 1381.83 feet along the arc a distance of 326.72 feet, and whose long chord bears North 12°33'01" West a distance of 325.96 feet along said Highland Drive; thence continuing along said Highland Drive to the beginning of a spiral curve consisting of the following ten calls: Said curve bears to the right through 00°43'03", having a radius of 1430.07 feet along the arc a distance of 17.91 feet, and whose long chord bears North 05°15'53" West a distance of 17.91 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°41'32", having a radius of 1626.35 feet along the arc a distance of 19.65 feet, and whose long chord bears North 04°34'00" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°36'39", having a radius of 1843.20 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°54'54" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°31'46", having a radius of 2126.77 feet along the arc a distance of 19.65 feet, and whose long chord bears North 03°20'42" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°26'53", having a radius of 2513.45 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°51'23" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°21'59", having a radius of 3072.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°26'57" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°17'06", having a radius of 3949.71 feet along the arc a distance of 19.65 feet, and whose long chord bears North 02°07'24" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°12'13", having a radius of 5529.60 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°52'45" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through 00°07'20", having a radius of 9216.00 feet along the arc a distance of 19.65 feet, and whose long chord bears North 01°42'58" West a distance of 19.65 feet to the beginning of a curve; said curve bears to the right along said Highland Drive through an angle of 00°01'38", having a radius of 41472.00 feet along the arc a distance of 19.65 feet and whose long chord bears North 01°38'05" West a distance of 19.65 feet to a point of intersection with a line; thence North 01°43'40" West along

Exhibit A-6

said East Right-of-Way line of Highland Drive a distance of 3.89 feet; thence South 88°12'51" West along said East Right-of-Way line of Highland Drive a distance of 10.00 feet; thence North 01°43'40" West along said East Right-of-Way line of Highland Drive a distance of 43.18 feet to the South Right-of-Way line of Murray Holladay Road; thence South 89° 47' 36" East along said Murray Holladay Road a distance of 144.66 feet; thence South 00°11'01" West along said Murray Holladay Road a distance of 15.00 feet; thence South 89°47'36" East along said Murray Holladay Road a distance of 95.80 feet; thence South 46°19'21" East a distance of 27.52 feet; thence South 86°40'30" East a distance of 19.61 feet; thence South 02°51'06" East a distance of 260.03 feet; thence South 02°51'06" East a distance of 255.68 feet to the point of beginning. (aka Proposed Block "A")

Tract 2:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 48°41'17" West a distance of 531.98 feet to the East Right-of-Way line of Highland Drive; thence North 39°48'39" West along said East Right-of-Way line of Highland Drive a distance of 319.11 feet; thence North 48°41'17" East a distance of 523.62 feet; thence South 41°18'43" East a distance of 319.00 feet to the point of beginning. (aka Proposed Block "E")

Tract 3:

Beginning at a point that is located North 00°03'51" West 715.61 feet along Section Line and East 211.16 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence South 07°21'33" West a distance of 734.30 feet to the North Right-of-Way line of Arbor Lane; thence along said North Right-of-Way line of Arbor Lane North 85°00'59" West a distance of 140.36 feet; thence North 63°22'13" West a distance of 135.83 feet; thence North 02°20'32" East a distance of 18.68 feet; thence North 87°03'34" West a distance of 26.50 feet; thence North 02°20'32" East a distance of 650.20 feet; thence South 87°39'28" East a distance of 354.73 feet to the point of beginning. (aka Proposed Block "G")

Tract 4:

Beginning at a point that is located North 00°03'51" West 730.11 feet along Section Line and West 143.25 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 97.21 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 311.89 feet to the beginning of a curve that represents the West Right-of-Way line of Memory Lane; said curve bears to the left through an angle of 38°59'52", having a radius of 127.34 feet along the arc a distance of 86.67 feet, and whose long chord bears South 14°45'03" East a distance of 85.01 feet; thence South 34°14'59" East along said West Right-of-Way line of Memory Lane a distance of 41.95 feet; thence South 64°16'35" West a distance of 120.11 feet; thence North 87°39'28" West a distance of 434.68 feet to the point of beginning. (aka Proposed Block "H")

Tract 5:

Beginning at a point that is located North 00°03'51" West 803.13 feet along Section Line and West 207.35 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 41°18'43" West a distance of 319.00 feet; thence North 48°41'17" East a distance of 473.37 feet; thence South 41°18'43" East a distance of 319.00 feet; thence South 48°41'17" West a distance of 473.37 feet to the point of beginning. (aka Proposed Block "I")

Exhibit A-7

Tract 6:

Beginning at a point that is located North 00°03'51" West 1799.35 feet along Section Line and West 113.51 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the West Right-of-Way line of Memory Lane the following four calls, South 00°00'59" East a distance of 38.90 feet; thence South 44°45'59" East a distance of 929.25 feet; thence South 46°48'01" West a distance of 200.20 feet to the beginning of a curve, said curve bears to the left through an angle of 42°03'08", having a radius of 127.34 feet along the arc a distance of 93.46 feet, and whose long chord bears South 25°46'27" West a distance of 91.38 feet; thence North 41°18'43" West a distance of 900.67 feet; thence South 86°11'56" West a distance of 187.05 feet; thence North 58°19'45" West a distance of 94.11 feet; thence North 31°40'15" East a distance of 8.56 feet to the beginning of a curve; said curve bears to the left through an angle of 34°52'38", having a radius of 29.00 feet along the arc a distance of 17.65 feet, and whose long chord bears North 14°13'56" East a distance of 17.38 feet; thence North 03°12'23" West a distance of 121.48 feet to the beginning of a curve; said curve bears to the right through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 08°48'26" East a distance of 16.19 feet to the beginning of a curve; said curve bears to the left through an angle of 12°00'50", having a radius of 100.00 feet along the arc a distance of 20.97 feet, and whose long chord bears North 02°48'02" East a distance of 20.93 feet; thence North 03°12'23" West a distance of 144.94 feet; thence South 85°09'26" East a distance of 33.41 feet to the West property line of a tract of land whose owner of record is Utah Power and Light Company; thence along said Utah Power and Light property line the following three calls, South 03°30'59" East a distance of 72.00 feet; thence South 06°38'59" East a distance of 127.12 feet; thence North 78°59'01" East a distance of 179.85 feet to the West property line of a tract of land whose owner of record is Gadwall, LLC (Book: 10391 Page: 4494); thence along said West property line South 02°59'59" East a distance of 8.99 feet; thence along the South property line of said Gadwall, LLC property North 78°59'01" East a distance of 167.85 feet to the point of beginning. (aka Proposed Block "K")

Tract 7:

Beginning at a point that is located North 00°03'51" West 1355.23 feet along Section Line and West 61.76 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian; thence South 48°41'17" West a distance of 473.37 feet; thence North 41°18'43" West a distance of 102.76 feet; thence North 62°58'36" West a distance of 268.50 feet; thence North 31°40'15" East a distance of 170.77 feet; thence North 31°40'15" East a distance of 243.97 feet; thence South 58°19'45" East a distance of 94.11 feet; thence North 86°11'56" East a distance of 187.05 feet; thence South 41°18'43" East a distance of 269.78 feet to the point of beginning. (aka Proposed Block "J")

PARCEL 17:

An Easement Interest for Access contained in that certain Holladay Hills Development And Reciprocal Easement Agreement by and between Peterbuilt HH, L.L.C., a Utah limited liability company and KMW Development, L.L.C., a Utah limited liability company, dated June 15, 2020, and evidenced by that certain Memorandum of Holladay Hills Development and Reciprocal Easements Agreement, recorded June 22, 2020, as Entry No. 13305289 in Book 10965 at Page 5324 in the office of the Salt Lake County Recorder.