

01172679 B: 2691 P: 0336

WHEN RECORDED MAIL TO:

The Canyons Resort Village Association, Inc.
Attention: Brian Madacs
1790 Sun Peak Drive, Suite B104
Park City, Utah 84098

Page 1 of 17
Rhonda Francis Summit County Recorder
09/08/2021 01:27:17 PM Fee \$40.00
By JONES WALDO
Electronically Recorded

Space Above for County Recorder's Use

Tax Parcel ID Nos.: All or portions of
LVDAM-LV2A-AM; PP-PW-1-610-A; PP-102-B-12

STORM WATER AND ACCESS EASEMENT AGREEMENT

[LV2-A and LV5]

THIS STORM WATER AND ACCESS EASEMENT AGREEMENT (“**Agreement**”) is granted, made, and entered into as of September 1, 2021 (“**Effective Date**”), by and among **THE CANYONS GOLF CLUB, LLC**, a Utah limited liability company (“**TCGC**”), **TCFC PROPCO LP**, a Delaware limited partnership (“**PropCo**”), and **THE CANYONS RESORT VILLAGE ASSOCIATION, INC.**, a Utah nonprofit corporation (dba Canyons Village Management Association) (“**CVMA**”). TCGC, PropCo, and CVMA are referred to individually as a “**Party**” and collectively as the “**Parties**”.

A. The Canyons Specially Planned Area (“**The Canyons SPA**”) in Summit County, Utah, was established pursuant to that certain Amended and Restated Development Agreement for the Canyons Specially Planned Area (as subsequently amended, the “**SPA Development Agreement**”), dated as of November 15, 1999 and recorded on November 24, 1999 as Entry No. 553911 in Book 1297 at Page 405 of the official records of the Summit County Recorder (“**Official Records**”).

B. Pursuant to the SPA Development Agreement and The Canyons Resort Village Management Agreement recorded on December 15, 1999 in the Official Records as Entry No. 555285 in Book 1300, at Page 1 (“**Management Agreement**”), CVMA is the master owners association established pursuant to the Management Agreement to govern a portion of The Canyons SPA in which the Golf Course Parcel is located (“**Canyons Village**”). As the “**Association**” established by the Management Agreement, CVMA has certain rights, interest and authority under the Management Agreement concerning certain utility facilities located in the Canyons Village.

C. Article II of the Management Agreement refers to easements granted and to be granted pursuant to the “**Plan**” (as defined in the Management Agreement). This Agreement is entered into in furtherance of the purposes of Article II of the Management Agreement and the Plan.

D. TCGC is the fee owner of the real property described on the attached **Exhibit A** and shown on the attached **Exhibit B** designated as Parcel LV2-A (“**Golf Course Parcel**”), located in a portion of the Lower Village Development Area of the Canyons Village. The Golf Course Parcel is part of the golf course constructed pursuant to the SPA Development Agreement and is subject to the Management Agreement.

E. TCGC desires to grant to Grantee (defined below) certain non-exclusive Easements (defined below) over the Golf Course Parcel for the use and enjoyment of the Benefitted Parties (as defined below), which portion of the Golf Course Parcel is identified and depicted on **Exhibit B** (“**Storm Water Easement Area**”), together with certain exclusive rights relating to the Easements, all on and subject to the provisions and for the limited purposes provided in this Agreement.

F. PropCo is the fee owner of the real property described on the attached **Exhibit C** as Parcel LV5 and the Facilities (defined below). There is a stormwater line located within a portion of Parcel LV5 as shown on the attached Exhibit D. PropCo desires to grant to Grantee certain non-exclusive Easements over the portion of LV5 as shown on Exhibit E (“**LV5 Easement Area**”), which portion includes the existing storm water line. PropCo intends to transfer the Facilities to CVMA at such time as CVMA deems appropriate.

G. The Parties are entering into this Agreement to grant the Easements as the same may be relocated from time-to-time in accordance with the terms and conditions of this Agreement.

H. CVMA desires to execute and record this Agreement to provide certain assurances to “**Participants**” (as that term is defined in the Management Agreement) and as an amendment to the “**Plan**” (as that term is used in Sections 2.2 and 2.3 of the Management Agreement) and as an amendment to the Plan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **Grants of Easements.**

(a) **TCGC Easements.** Subject to the provisions in this Agreement, TCGC grants and conveys to Grantee (a) a perpetual, non-exclusive, transferable easement and right-of-way on, over, across, under, and through the Storm Water Easement Area for the development, construction, connection, installation, operation, maintenance, servicing, repair, improvement, replacement, and use of an underground storm water drainage system and related surface ponds, facilities and equipment (collectively, “**TCGC Facilities**”), and (b) an easement for access over the Storm Water Easement Area for the purposes set forth set forth in subsection (a) above (collectively, “**TCGC Easements**”).

(b) **PropCo Easements.** Subject to the provisions in this Agreement, PropCo grants and conveys to Grantee (a) a perpetual, non-exclusive, transferable easement and right-of-way on, over, across, under, and through the LV5 Easement Area for the development, construction, connection, installation, operation, maintenance, servicing, repair, improvement, replacement, and use of an underground storm water drainage system and facilities and equipment (collectively, “**LV5 Facilities**” and together with the TCGC Facilities, “**Facilities**”), and (b) an

easement for access over the LV5 Easement Area for the purposes set forth in subsection (a) above (collectively, “**LV5 Easements**” and together with the TCGC Easements, “**Easements**”). The Facilities and the Easements will be part of a larger storm water drainage system serving all or portions of the Canyons Village.

2. **Grantee.** The Parties agree that PropCo, and not CVMA, will be the “**Grantee**” under this Agreement and will be responsible for (i) the development, construction, connection, installation, operation, maintenance, servicing, repair, improvement, replacement, and use of the Facilities (collectively, “**Operating Activities**”), (ii) the performance of all obligations of the grantees of the Easements under this Agreement, and (iii) for all liabilities of the Grantee arising under this Agreement, unless and until CVMA, acting in sole election, delivers written notice to PropCo and TCGC that CVMA is assuming the responsibility of the Grantee for all Operating Activities relating to the Facilities (“**CVMA Assumption Notice**”) as of the date set forth in the notice (“**CVMA Assumption Date**”). In such event, CVMA will, from and after the CVMA Assumption Date, be the Grantee under this Agreement, the PropCo Easement and the rights granted to PropCo under this Agreement will terminate effective on the CVMA Assumption Date, and, except for obligations and liabilities existing or arising on or before the CVMA Assumption Date, PropCo will have no further obligation or liabilities under this Agreement. CVMA agrees not to perform any Operating Activities respecting the Facilities before the CVMA Assumption Date.

3. **Use of Easements; Responsibilities Under this Agreement.** Grantee will operate and maintain the Facilities as follows:

(a) The operation and maintenance of the Facilities will be completed at Grantee’s sole cost and expense;

(b) All work necessary to maintain and repair the Facilities will be performed in a good and workmanlike manner, free of liens and defects, by qualified contractors, and all necessary licenses, permits, and governmental and quasi-governmental authorizations will have been obtained;

(c) Grantee will give TCGC and PropCo, as appropriate, written notice of its intention to maintain or repair the Facilities at least 30 days prior to starting the work, which notice will be accompanied by plan(s) showing the proposed improvements or repairs. In the case of an emergency repair (defined as any situation where there is an imminent threat of harm to persons or property), Grantee will make commercially reasonable efforts to give advance notice to TCGC and PropCo, as appropriate, of Grantee’s work and, if advance notice is not feasible, Grantee will give TCGC and PropCo, as appropriate, notice as soon as practicable and, in addition, within 10 days of completing the emergency repair, Grantee will give TCGC and PropCo, as appropriate, written notice of the repair, which notice will be accompanied by plan(s) showing the repair(s); and

(d) Grantee will operate and maintain the Storm Water Easement Area and LV5 Easement Area in a good, orderly, and functional condition during any maintenance and repair, and upon completion of any Operating Activities on the Storm Water Easement Area and LV5 Easement Area, Grantee will (i) remove all equipment and materials from the Storm Water

Easement Area and the LV5 Easement Area; and (ii) restore the surface of the Storm Water Easement Area and the LV5 Easement Area to their preexisting condition, including the restoration of any landscaping and improvements.

4. **Nature of Easements; Benefited Parties.**

(e) The Easements and the rights granted to Grantee under this Agreement will (i) constitute a commercial easement in gross for the benefit of (A) Grantee and its employees, contractors, agents, and other invitees consistent with the purposes of the Easements, (B) CVMA, and (C) the Participants (collectively, "**Benefitted Parties**"), (ii) bind every person having a fee, leasehold or other interest in any portion of the Storm Water Easement Area and LV5 Easement Area at any time or from time-to-time, and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

(f) Although the Easements are non-exclusive so that others may use the Storm Water Easement Area and LV5 Easement Area for purposes unrelated to the Facilities, all such use by others will be subject to all applicable provisions of this Agreement, and the rights of Grantee granted under this Agreement with respect to the Facilities and Operating Activities will be exclusive to Grantee and its successors and assigns.

5. **TCGC's Reservation of Rights.** TCGC reserves unto itself forever, the right to cross over, across, through, and under the Storm Water Easement Area, to place or grant other licenses and easements over, along, across, through, and under the Storm Water Easement Area, to use the Storm Water Easement Area as part of the Canyons Golf Course, and to otherwise make improvements to the surface of the Storm Water Easement Area, so long as (i) such improvements are golf-course related improvements which do not constitute landscaping improvements or temporary or permanent buildings or structures, and (ii) such uses and improvements do not damage any portion of the Facilities, interfere with the proper functioning of the Facilities for their intended purposes, or deprive or materially diminish Grantee's use or enjoyment of the Storm Water Easement Area for the purposes of the Easements described in Sections 1, 2, and 3 above.

6. **PropCo's Reservation of Rights.** PropCo reserves unto itself forever, the right to cross over, across, through, and under the LV5 Easement Area, to place or grant other licenses and easements over, along, across, through, and under the LV5 Easement Area, and to otherwise make improvements to the surface of the LV5 Easement Area, so long as (i) such improvements do not constitute landscaping improvements or temporary or permanent buildings or structures, and (ii) such uses and improvements do not damage any portion of the Facilities, interfere with the proper functioning of the Facilities for their intended purposes, or deprive or materially diminish Grantee's use or enjoyment of the LV5 Easement Area for the purposes of the Easements described in Sections 1, 2, and 3 above.

7. **Relocation.** Grantee reserves the right, with the approval of TCGC, which approval will not be unreasonably withheld, conditioned, or delayed, to relocate from time-to-time, the actual location of the Storm Water Easement Area ("**Relocated Easement Area**") by giving TCGC written notice at least 60 days prior to commencing activities to effectuate such relocation ("**Relocation Notice**"), so long as the relocation does not deprive or materially diminish any Grantee's or any of the Benefited Parties' use or enjoyment of the Easement. The Relocated

Easement Area will be deemed approved by TCGC within 30 days after the requesting Grantee's delivery of the Relocation Notice if no written response (including specific objections to the Relocation Notice) is given to the requesting Grantee on or before the end of the 30-day period. TCGC will have the right to object to the Relocated Easement Area only if the relocation deprives or materially diminishes Grantee's or the Benefited Parties' use or enjoyment of the Easement. In the event Grantee elects to relocate the Storm Water Easement Area, Grantee will pay the relocation costs, including, without limitation, the relocation of any improvements installed or constructed by TCGC within the Storm Water Easement Area. In connection with the Relocated Easement Area, TCGC and Grantee agree to execute and record in the Official Records an amendment to this Agreement, in form and substance reasonably satisfactory to TCGC and Grantee, which will set forth the change in location of the Storm Water Easement Area. Grantee agrees at that time to execute and record in the Official Records the documents reasonably necessary to terminate Grantee's right, title, and interest in the original Storm Water Easement Area described in this Agreement.

8. Repair and Maintenance. Grantee, or its successors and assigns, at its cost and expense, will repair and restore the Storm Water Easement Area and LV5 Easement Area to like condition prior to its use and otherwise in accordance with the requirements of the SPA Development Agreement, any applicable governmental approvals, requirements, and permits.

9. Duration, Integration, and Amendment. This Agreement, the Easements, and the other rights provided for in this Agreement will be perpetual. Notwithstanding anything within this Agreement to the contrary, the Parties may terminate this Agreement only by a written notice of termination that has been executed by all of the Parties prior to the CVMA Assumption Date, or by TCGC and CVMA on or after the CVMA Assumption Date, and recorded in the Official Records. This Agreement contains the entire agreement among the Parties with respect to the matters addressed in this Agreement. The Parties may amend this Agreement only by a written instrument that has been executed by all of the Parties prior to the CVMA Assumption Date, or by TCGC and CVMA on or after the CVMA Assumption Date, and recorded in the Official Records.

10. Default. In the event of a default by a Party under any provision of this Agreement, the non-defaulting Party will be entitled to institute proceedings (at law or in equity) for full and adequate relief, and/or compensation from the consequences of such default; provided, however, that such compensation will not include consequential damages of any nature, including, without limitation, lost profits and special damages, or punitive or exemplary damages. It is expressly agreed that no default or breach of this Agreement will entitle any Party to terminate this Agreement but such limitation will not affect in any manner any other rights or remedies to which a Party may be entitled, including, without limitation, the right to specific performance and injunctive relief and will be in addition to and not in lieu of any rights or remedies to which each Party may be entitled. Notwithstanding anything to the contrary in this Agreement, only TCGC and Grantee or their respective successors and assigns will have any right to enforce this Agreement and the Easement granted in this Agreement.

11. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or a dedication of any portion of the Storm Water Easement Area or the PropCo Parcel to or for the general public or for any public purpose whatsoever, it being the intent of the Parties that this Agreement be strictly limited to and for the expressed purposes.

12. **Notice.** All notices required to be given under this Agreement will be in writing and will be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any notice will be effective upon delivery, if delivered by personal delivery or overnight courier, and 72 hours after dispatch, if mailed in accordance with the above. Notices to the Parties will be sent to the addresses below:

If to PropCo:	TCFC PropCo LP 1840 Sun Peak Drive, Suite A201 Park City, Utah 84098 Phone: 435-200-8400
If to TCGC:	The Canyons Golf Club, LLC c/o VR CPC Holdings, Inc. Attention: _____ 1310 Lowell Avenue Park City, Utah 84060 Phone: _____
If to CVMA:	The Canyons Resort Village Association, Inc. Attention: Brian Madacs 1790 Sun Peak Drive, Suite B104 Park City, Utah 84098 Phone: (435) 655-2580

Either Party may change its address for notices from time to time by specifying the new address in a written notice delivered to the other Party in accordance with this Section.

12. **No Relationship.** The Parties do not, by this Agreement nor by any Party's acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

13. **Cooperation.** The Parties agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the Parties' use of the Easement.

14. **No Waiver.** Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

15. **Authority.** Each Party represents and warrants to other Party that the representing Party has been duly authorized by all necessary corporate or company action, as appropriate, to execute this Agreement, that no other parties are required to approve, consent to, join, or execute this Agreement to validate this Agreement and the easements, covenants, restrictions, and undertaking of this Agreement on behalf of the representing Party, and that this Agreement, when

fully executed, will constitute a legal, valid, and binding agreement of the representing Party, enforceable in accordance with its terms.

16. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns. This Agreement is intended to benefit Grantee, CVMA in its capacity as the Association under the Management Agreement (and in its capacity as Grantee, as applicable), and TCGC, and no person or entity not a Party will be deemed to be a third party beneficiary of this Agreement or to have enforcement rights hereunder.

17. Attorneys' Fees. In the event of a breach or other dispute between the Parties in the performance or interpretation of this Agreement, or otherwise arising out of or relating to this Agreement, the prevailing Party in such dispute, whether pursued through litigation or otherwise, will be entitled to recover from the non-prevailing Party all of the prevailing Party's costs and expenses incurred in connection with such dispute, including reasonable attorneys' fees actually incurred.

18. Notice of Golf Course Activities. Grantee and each of the Benefitted Parties are given notice that the Storm Water Easement Area is a part of the Canyons Golf Course and is subject to occasional intrusion by errant golf equipment and golf course operations. Grantee releases, waives, discharges, and covenants not to sue TCGC and its respective officers, directors, partners, shareholders, members, affiliates, employees, contractors, consultants, agents, successors and assigns, for any damages, losses, costs (including, without limitation, attorneys' fees), claims, demands, suits, judgements, ordinary negligence (but not gross negligence or willful misconduct), or other obligations arising out of operations and activities occurring in the ordinary course of golf course operations. The release contained within this Section is intended to be a comprehensive release of liability but is not intended to assert defenses which are prohibited by law. This Section is not intended, and will not be construed, to limit the liability, to Grantee or its agents, employees, or contractors, of individuals using the Canyons Golf Course or the Storm Water Easement Area for damage to the Facilities, the Storm Water Easement Area, or to Grantee's equipment or injury to persons occurring in the Storm Water Easement Area.

19. Interpretation. The paragraph headings in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement will include the plural, where the context is otherwise appropriate.

20. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance will to any extent be held invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid will not be affected thereby and each provision of this Agreement will be valid and enforced to the fullest extent permitted by law.

21. Further Assurances. The Parties will cooperate with each other and governmental authorities, and execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate (i) to achieve the purposes of this Agreement, (ii) in connection with the creation of a local district (as that term is defined in Utah Code Section

17B-1-101 as in effect on the date hereof) under applicable laws, ordinances, regulations, and permits, which local district may be created to own, use, operate, maintain, repair, and/or replace the Facilities and/or other infrastructure for the collection, storage, retention, control, conservation, treatment, supply, distribution, or reclamation of storm and/or flood water in The Canyons SPA or portions thereof, (iii) CVMA's conveyance, transfer, and assignment of the Facilities to such local district (or an existing local district), and (iv) CVMA's assignment of its rights under this Agreement, including the Easements and rights and interests granted hereunder, to such local district for such purposes. The decision of whether to initiate the process to create a local district will be within CVMA's discretion.

22. **Counterparts.** This Agreement may be executed in one or more counterparts, which together will constitute the Agreement.

23. **Applicable Law.** This Agreement will be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

24. **Recitals and Exhibits Incorporated.** The Recitals set forth above are true and correct and, together with the Exhibits referenced herein, are incorporated into this Agreement by this reference.

[Intentionally Blank – Signature Pages to Follow]

PROPCO SIGNATURE AND ACKNOWLEDGEMENT PAGE

PropCo has executed this Agreement as of the Effective Date.

PROPCO:

TCFC PROPCO LP,
a Delaware limited partnership

By:

Print Name: Harold J DeBlanc III

Title: Authorized Signatory

STATE OF Utah)
: ss.
COUNTY OF Summit)

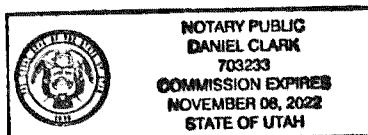
The foregoing instrument was acknowledged before me this 07 day of
June, 2021, by Harold J DeBlanc III, the Authorized Signatory
of TCFC PropCo LP, a Delaware limited partnership.

Daniel Clark
NOTARY PUBLIC

Residing at: Summit County

My Commission Expires:

November 08, 2022



TCGC SIGNATURE AND ACKNOWLEDGEMENT PAGE

TCGC has executed this Agreement as of the Effective Date.

TCGC:

The Canyons Golf Club, LLC, a Utah limited liability company

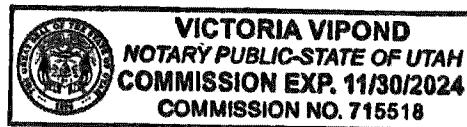
By: VR CPC Holdings, Inc. a Delaware corporation
Its: Manager

By: Mike Goar
Print Name: Mike Goar
Title: VP + COO

STATE OF UTAH)
: ss.
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 3 day of May, 2021,
by Michael Goar, the VP and COO of VR CPC Holdings, Inc. a
Delaware corporation, the Manager of The Canyons Golf Club, LLC, a Utah limited liability
company.

Victoria Vipond
NOTARY PUBLIC
Residing at: the UPS Store



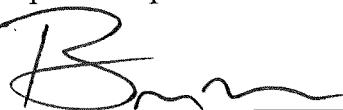
My Commission Expires:
11/30/2024

CVMA SIGNATURE AND ACKNOWLEDGEMENT PAGE

CVMA has executed this Agreement as of the Effective Date.

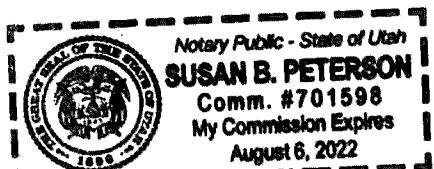
CVMA:

THE CANYONS RESORT VILLAGE ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Brian Madacsi, President and Chief Executive Officer

STATE OF UTAH)
ss:
COUNTY OF Summit)

The foregoing instrument was acknowledged before me this 16th day of June, 2021,
by Brian Madacsi, the President and Chief Executive Officer of The Canyons Resort Village
Association, Inc., a Utah nonprofit corporation.



My Commission Expires: _____

Susan B Peterson
NOTARY PUBLIC
Residing at: _____

EXHIBIT A
TO
STORM WATER AND ACCESS EASEMENT AGREEMENT

LEGAL DESCRIPTION OF GOLF COURSE PARCEL

The real property referenced in the foregoing Agreement as the "Golf Course Parcel" is located in Summit County, Utah and more particularly described as follows:

LOT LV2A LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT AMENDMENT TO LV2A; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE. CONT 8.82 AC.

EXHIBIT B
TO
STORM WATER AND ACCESS EASEMENT AGREEMENT

MAP

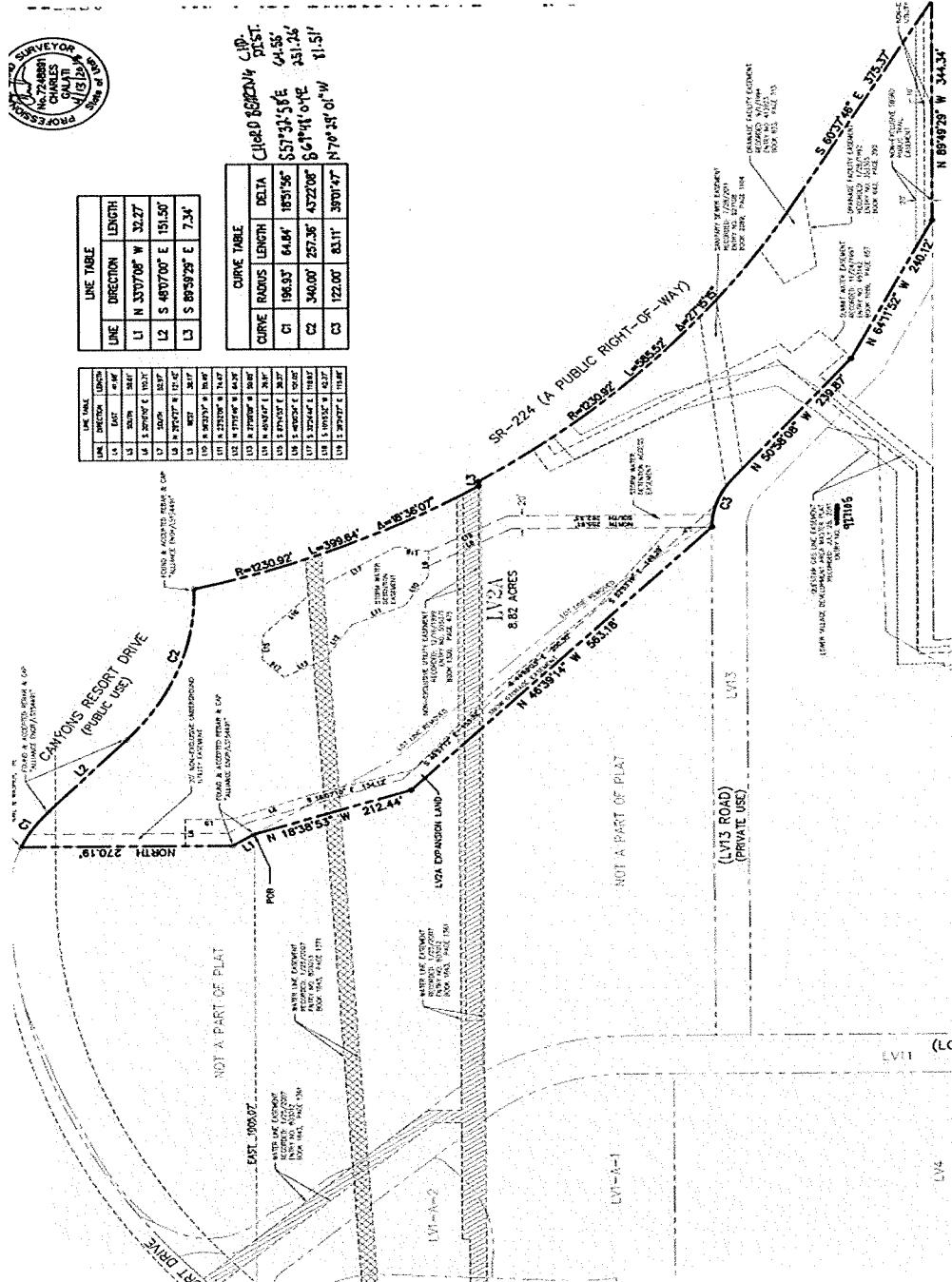


EXHIBIT C
TO
STORM WATER AND ACCESS EASEMENT AGREEMENT

LEGAL DESCRIPTION OF PARCEL LV5

The real property referenced in the foregoing Agreement as "Parcel LV5" is located in Summit County, Utah and more particularly described as follows:

Parcel Number PP-PW-1-610-A

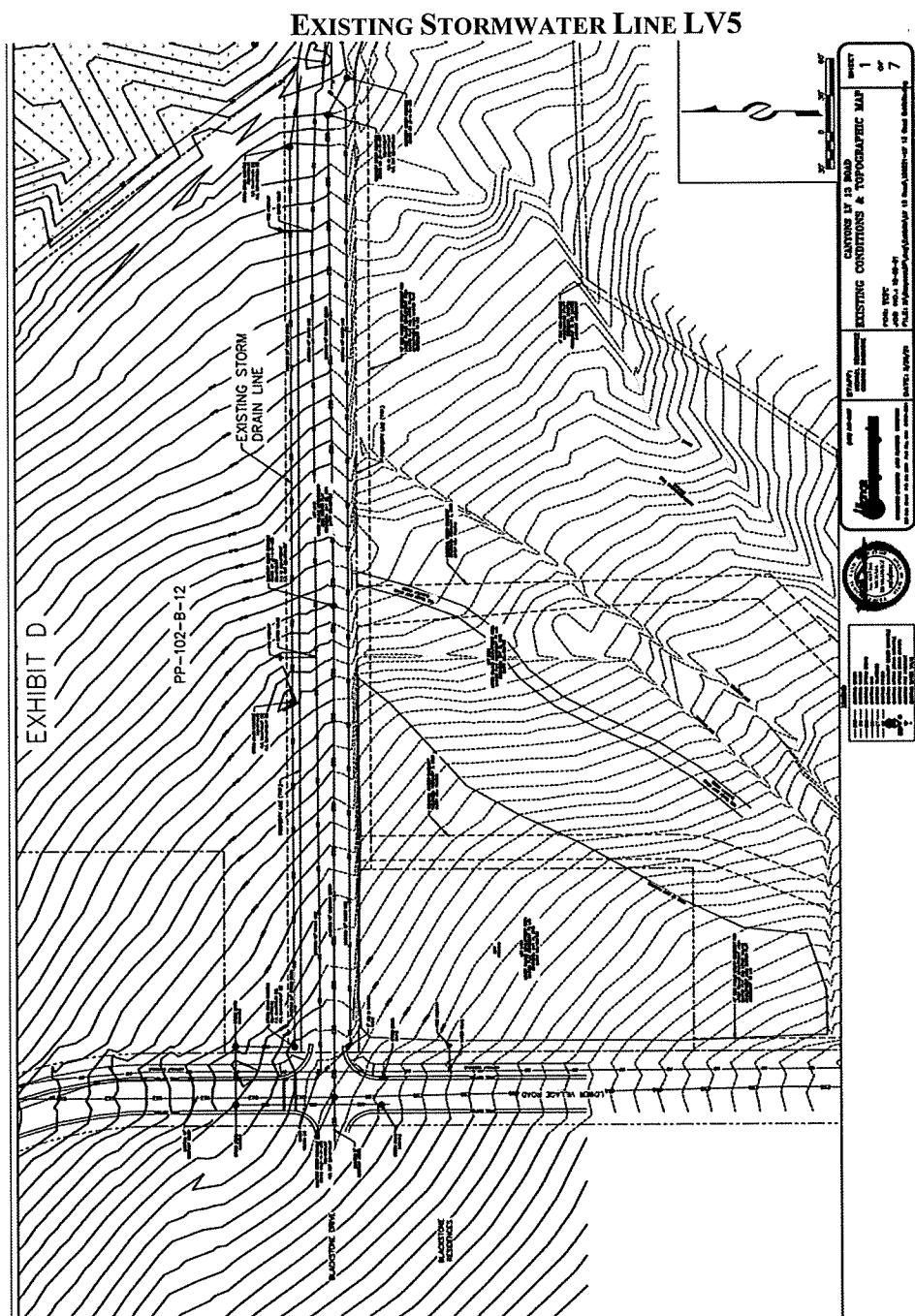
COMM AT THE SW COR OF SEC 31, T1S R4E SLBM (BASIS OF BEARING BEING S 89°44'59" E, A DIST OF 2694.30 FT BETWEEN THE S1/4 COR OF SAID SEC 31 AND THE SAID SW COR OF SEC 31); TH ALG THE S?LY SEC LINE OF SAID SEC 31, S 89°44'59" E, A DIST OF 1232.27 FT; TH N, A DIST OF 1259.20 FT TO THE TRUE PT OF BEG; SAID PT OF BEG BEING ON THE BOUNDARY OF SAID LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT; TH LEAVING SAID BOUNDARY N 89°59'30" W A DISTANCE OF 552.04 FT; TH N A DISTANCE OF 138.54 FT; TH E A DIST OF 30.00 FT; TH N A DIST OF 151.56 FT; TH S 89°58'14" E A DIST OF 295.05 FT TO A PT ON SAID BOUNDARY- TH ALG SAID BOUNDARY S 33°07'08" E A DISTANCE OF 215.27 FT; TH CONTINUING ALG SAID BOUNDARY S 44°54'20" E A DIST OF 154.94 FT TO SAID PT OF BEG. CONT 2.74 AC (LESS 0.29 AC LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT AMENDMENT TO LV2A) BAL 2.45 AC.

Parcel Number PP-102-B-12

COMM AT THE SW COR OF SEC 31, T1S R4E SLBM (BASIS OF BEARING BEING SOUTH 89°44'59" EAST, A DISTANCE OF 2694.30 FT BETWEEN THE SOUTH 1/4 COR OF SAID SEC 31 AND THE SAID SW COR OF SECTION 31); TH ALG THE S?LY SEC LINE OF SAID SEC 31, S 89°44'59" E, A DIST OF 1232.27 FT; TH N, A DIST OF 1259.20 FT TO THE TRUE PT OF BEG; SAID PT OF BEG BEING ON THE BOUNDARY OF SAID LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT; TH ALG SAID BOUNDARY S 44°54'20" E A DIST OF 140.57 FT; TH CONTINUING ALONG SAID BOUNDARY S 38°55'23" E A DIST OF 255.26 FT TO A PT ON A 122.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, CENTER BEARS S 04°17'26" WEST; TH CONTINUING ALONG SAID BOUNDARY AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°17'21", A DIST OF 9.13 FT; TH CONTINUING ALONG SAID BOUNDARY N 89°59'55" W A DISTANCE OF 797.75 FT; TH CONT ALONG SAID BOUNDARY N 00°00'05" EAST A DIST OF 58.65 FT; TH LEAVING SAID BOUNDARY SOUTH 89°59'29" EAST A DIST OF 165.15 FT; TH N 00°00'31" E A DIST OF 239.22 FT; TH S 89°59'29" E A DIST OF 382.08 FT TO SAID PT OF BEG. CONT 3.76 AC (LESS 0.29 AC LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT AMENDMENT TO LV2A) BAL 3.47 AC.

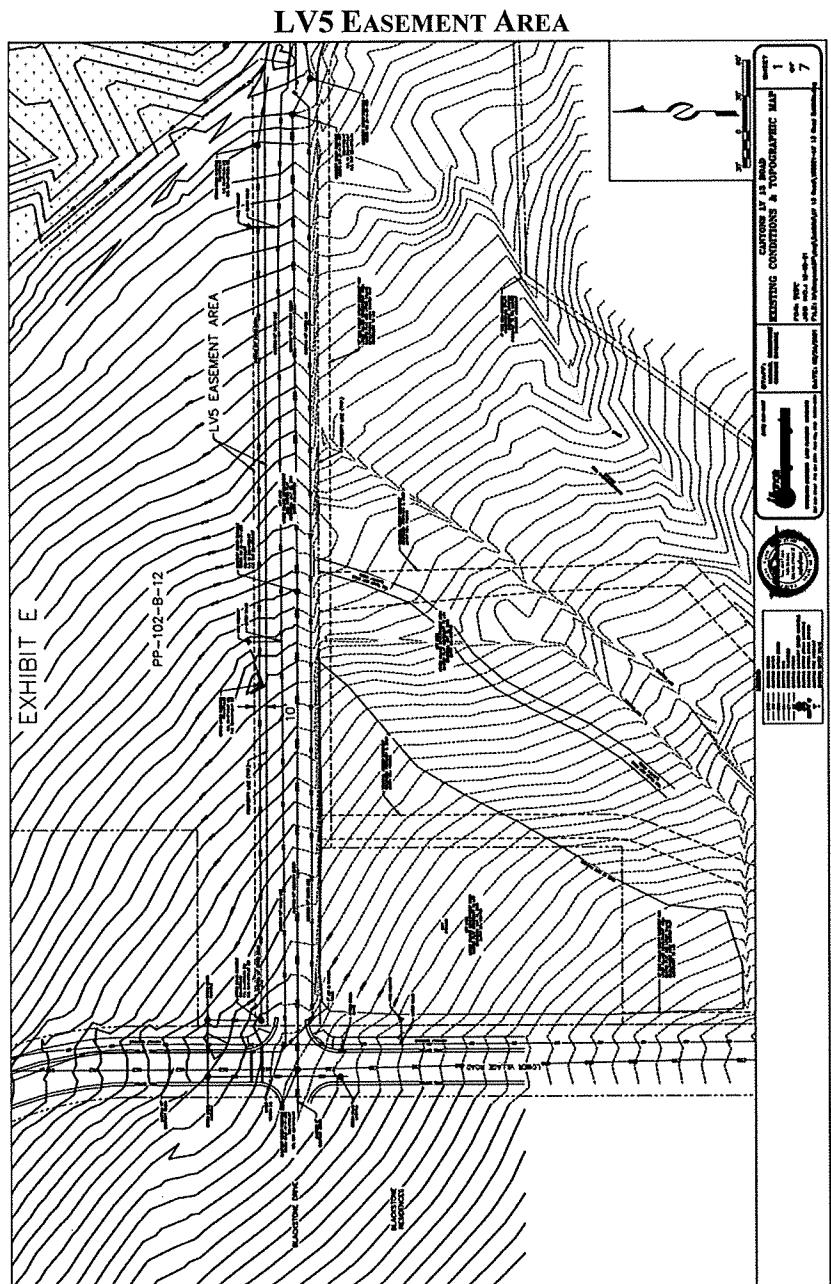
C-2

EXHIBIT D
TO
STORM WATER AND ACCESS EASEMENT AGREEMENT



D-1

EXHIBIT E
TO
STORM WATER AND ACCESS EASEMENT AGREEMENT



E-1