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Book - 11276 Pg - 2503-2516
RASHELLE HOBBS
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 14 P.

When Recorded Please Return To:

TFC Porter Rockwell, LLC
6770 South 900 East, Suite 102
Salt Lake City, UT 84047
Attn: Jason Smith

Salt Lake County Tax Parcel No. 33-22-126-005

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**"), dated as of the 30th day of November, 2021, is executed by each of the entities designated below as the "**McDougal Entities**," on the one hand, and by TFC Porter Rockwell, LLC, a Utah limited liability company ("**TFC**"), on the other hand.

A. S.A. McDougal, LLC, a Utah limited liability company, Liberty Ventures, LC, a Utah limited liability company, and GKM Family L.L.C., a Utah limited liability company (all three entities are collectively referred to herein as the "**McDougal Entities**") were the tenant-in-common owners of that portion of Salt Lake County Tax Parcel 33-22-126-005 comprised of approximately 10.53 acres located on the North side of Porter Rockwell Blvd. in Bluffdale, Utah (the "**Property**").

B. TFC has purchased from the McDougal Entities and is now the owner of the western approximately 5.099 acres of the Property (the "**TFC Property**"), as more particularly described and depicted on Exhibit A, which is attached hereto and incorporated herein by this reference. The TFC Property is planned for development into five (5) subdivided lots (each a "**TFC Lot**" and collectively the "**TFC Lots**").

C. That portion of the Property that was not sold to TFC, which consists of approximately 5.431 acres, is still owned by the McDougal Entities (the "**McDougal Property**"). The McDougal Property is more particularly described on Exhibit B, which is attached hereto and incorporated herein by this reference. The McDougal Property is not yet planned for development but it is anticipated that following such planning in the future, the McDougal Property will be subdivided into one (1) or more lots (each a "**McDougal Lot**" and collectively the "**McDougal Lots**").

D. Together, the McDougal Property and the TFC Property comprise the Property (defined above). The McDougal Property is located adjacent to the east side of the TFC Property. The McDougal Property and the TFC Property, as adjoining parcels, will share certain access drives as set forth more fully in this Agreement. A map depicting the Primary Shared Access (defined below), which provides access to both the McDougal Property and the TFC Property from Porter Rockwell Blvd., is attached hereto as Exhibit C.

E. The parties desire to (i) install an access drive (the "**Access Drive**") over (1) that certain portion of the Property more particularly described on Exhibit D, attached hereto and incorporated herein by this reference, (2) a portion of the TFC Property that connects to Redwood Road on the west and the Primary Shared Access (defined below) on the east, and (3) a portion of the McDougal Property as shall be determined by the McDougal Entities in their reasonable discretion in connection with the future site planning of the McDougal Property, so long as such drive shall be of substantially similar width and layout to the Access Drive upon the TFC Property, and shall provide an additional access to Porter Rockwell Blvd. (collectively, the "**Access Drive Areas**"), connecting from Redwood Road and running through the Property to Porter Rockwell Boulevard; (ii) establish hereby a non-exclusive, perpetual easement for ingress, egress and access in, to, over and across the Access Drive Area (the "**Drive Easement**"); and (iii) provide herein for the maintenance and repair costs of the Primary Shared Access (defined below).

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the parties covenant and agree that the Property and all present and future owners, tenants, occupants and invitees of the Property shall be and hereby are subject to the terms, easements, covenants, conditions and restrictions as follows:

1. Additional Definitions. For purposes hereof:

(i) The term “**Manager**” shall mean a person designated to perform the obligations of the applicable “Maintaining Owner” under Section 4.1 of this Agreement, as more fully set forth in Section 4.6 below.

(ii) The term “**Maintaining Owner**” shall mean the McDougal Maintaining Owner, with respect to the McDougal Property, and the TFC Maintaining Owner, with respect to the TFC Property require.

(ii) The term “**McDougal Maintaining Owner**” shall be the McDougal Entities, as long as they own any of the McDougal Lots; provided, however, that the Owners of McDougal Lots comprising at least a majority of the total square footage of all of the McDougal Lots shall have the right from time to time to remove the then-serving McDougal Maintaining Owner and designate a new McDougal Maintaining Owner hereunder. The McDougal Maintaining Owner may delegate its responsibilities to a Manager, as provided in Section 4.6 below.

(iii) The term “**Property Management Agreement**” means the separate property management agreement(s), if any, entered into by or on behalf of the TFC Maintaining Owner and a Manager relating to the TFC Property, and on behalf of the McDougal Maintaining Owner and a Manager relating to the McDougal Property, as further described in Section 4.6 below. The Property Management Agreement, if any, shall be consistent with the provisions of this Agreement, including, without limitation, the terms of Sections 4 below. The Property Management Agreement may provide for a reasonable management fee to be paid to the Manager, as reasonably determined by the applicable Maintaining Owner.

(iv) The term “**Owner**” or “**Owners**” shall mean the McDougal Entities and TFC, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Property, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, subdivision, lot separation, or otherwise, but not including the holder of any lien or encumbrance on such Property or any portion thereof.

(v) The term “**TFC Maintaining Owner**” shall be TFC, as long as TFC owns any of the TFC Lots; provided, however, that the Owners of TFC Lots comprising at least a majority of the total square footage of all of the TFC Lots shall have the right from time to time to remove the then-serving TFC Maintaining Owner and designate a new TFC Maintaining Owner hereunder. The TFC Maintaining Owner may delegate its responsibilities to a Manager, as provided in Section 4.6 below.

(vi) The term “**Permittees**” shall mean the tenant(s) or occupant(s) of the Property, and the respective employees, agents, contractors, franchisees and licensees of (a) the Owners of such Property, and/or (b) such tenant(s) or occupant(s).

(vii) The term “**Invitees**” shall mean the customers and invitees of the Owners of the Property and their respective tenant(s) or occupant(s).

(viii) The term “**Primary Shared Access**” shall mean and include that portion of the Access Drive which runs north and south from Porter Rockwell Blvd., and which is bisected by the parties’ common east/west property line. A legal description of the Primary Shared Access is set forth in Exhibit D hereto. It is located approximately in the center of the south side of the Property. The western portion of the Primary Shared

Access includes the eastern edge of the TFC Property, and the eastern portion of the Primary Shared Access includes the western edge of the McDougal Property. The Primary Shared Access is depicted in Exhibit D hereto.

2. Easements.

2.1 Reciprocal Access Drive Easements. Subject to any express conditions, limitations or reservations contained herein, the McDougal Entities and TFC each hereby designate, grant, and establish the Drive Easement, and, in connection therewith, McDougal hereby grants, in favor of the TFC Property and for the benefit of TFC and for each of TFC's successors and assigns and for each of their Permittees and Invitees, and imposes upon the McDougal Property and all present and future Owners of the McDougal Property and their respective tenant(s) and occupant(s), and TFC hereby grants, in favor of the McDougal Property and for the benefit of the McDougal Entities and for each of their successors and assigns and for each of their Permittees and Invitees, and imposes upon the TFC Property and all present and future Owners of the TFC Property and their respective tenant(s) and occupant(s): a non-exclusive, perpetual easement to, from, upon, over and across the Access Drive Area for the purposes of both vehicular and pedestrian ingress and egress.

a. For clarification, with respect to the TFC Property, the Access Drive Area (and applicable Drive Easement) includes both (i) the eastern edge of the TFC Property located within the Primary Shared Access (defined above), as well as (ii) the road or access isle at least thirty (30) feet wide running in an east-west direction through the TFC Property and connecting to Redwood Road (Camp Williams Blvd) on the west side of the Property for the use and benefit of both the TFC Property and the McDougal Property (and the respective Owners of said properties and their respective Permittees and Invitees).

b. With respect to the McDougal Property, the Access Drive Area (and applicable Drive Easement) includes both (i) the western edge of the McDougal Property located within the Primary Shared Access (defined above), and (ii) the future road or access isle at least thirty (30) feet wide running through the McDougal Property and connecting to Porter Rockwell Blvd. to the east of the Primary Shared Access for the use and benefit of both the TFC Property and the McDougal Property (and the respective Owners of said properties and their respective Permittees and Invitees).

c. In connection with the future site planning of the McDougal Property, the McDougal Entities shall keep TFC reasonably informed in regards to its plans for the Access Drive Area through the McDougal Property, and such Access Drive located on the McDougal Property shall be planned and determined by the McDougal Entities in their reasonable discretion and shall be of substantially similar width and layout to the Access Drive upon the TFC Property, and shall provide an additional access to and from Porter Rockwell Blvd.

d. If and to the extent that the Access Drive located on the TFC Property (connecting to Redwood Road) or the Access Drive located on the McDougal Property (providing a second connection to Porter Rockwell Blvd from the McDougal Property) need to be realigned in the future to accommodate different uses or development activities, the Owners shall have the right to relocate that portion of the Access Drive located on their respective land, at their own cost and expense, so long as the Access Drive will still be at least thirty (30) feet wide to accommodate delivery trucks and will provide a substantially similar level of functionality and connectivity as existed prior to the realignment. The Primary Shared Access, however, shall not be realigned.

The easements granted by this Section 2.1 shall be effective only upon completion of the applicable portions of the Access Drive.

2.2 Design and Construction Costs. TFC shall be responsible, at its sole cost and expense, to design, construct and install (i) the Primary Shared Access (even though the eastern portion of said access is located on the western edge of the McDougal Property), and (i) the portion of the Access Drive located

within the TFC Property running in an east-west directly and connecting to Redwood Road on the west side of the Property. The McDougal Entities shall be responsible, at their sole cost and expense, to design, construct and install the portion of the Access Drive located within the McDougal Property and providing the additional access connection to Porter Rockwell Blvd. (located to the east of the Primary Shared Access). This obligation to construct said portion of the Access Drive located with the McDougal Property shall not expire, and it shall be binding on the existing and future owners and developers of the McDougal Property.

3. Temporary Construction Easement. In connection with the establishment of the Drive Easement, McDougal hereby grants, conveys, transfers and delivers to TFC and its contractors, consultants, subcontractors, materialmen, suppliers, workers, successors and assigns, a non-exclusive temporary construction access easement (the "**Temporary Construction Easement**") to, from, upon, over and across the portion of the Primary Shared Access and such additional portion of the McDougal Property (not to exceed 20 feet from the eastern edge of the Primary Shared Access) as is reasonably necessary to construct the Primary Shared Access (the "**Temporary Construction Easement Area**"), as depicted on Exhibit D. The Temporary Construction Easement is granted for vehicular and pedestrian ingress and egress to and from the Temporary Construction Easement Area and for TFC's use in doing all things reasonably necessary to construct and install the Primary Shared Access. The Temporary Construction Easement shall expire and automatically terminate on the earlier of: (i) the date when construction of the Primary Shared Access improvements upon the Temporary Construction Easement Area has been completed, or (ii) July 1, 2023; provided, however, notwithstanding anything herein to the contrary, TFC shall have ongoing maintenance responsibilities with respect to such Primary Shared Access constructed thereon until McDougal completes any improvements upon the McDougal Property, whereupon McDougal shall be responsible to maintain the portion of such Primary Shared Access constructed upon the McDougal Property (consistent with Section 4 below).

4. Maintenance of Access Drive Improvements.

4.1 Maintenance Obligations. Following the initial design and construction of the Primary Shared Access, together with any directional signage or similar improvements related thereto (collectively, the "**Primary Shared Access Drive Improvements**"), and subject to the last sentence of Section 3 above and to Section 4.6 below, the applicable Maintaining Owner shall be responsible to keep such Primary Shared Access Drive Improvements located upon the applicable Property in good condition and repair as a drive-way and passageway for vehicular and pedestrian traffic, as are necessary and consistent with applicable governing agency regulations and local standards for the maintenance of such Primary Shared Access Drive Improvements, subject to the parties' cost-sharing obligations set forth below. Such maintenance obligations shall also include, without limitation, maintaining and repairing the surface of the Primary Shared Access Drive Improvements by repaving the Access Drive with concrete or asphalt as appropriate, maintaining and repairing any sidewalks, curbing, and gutters, removing all snow, debris and other garbage or refuse from and periodically sweeping the Primary Shared Access to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the drive, maintaining marking, directional signs, lines and striping as needed, and otherwise performing any and all such other duties as are necessary to maintain the Primary Shared Access Drive Improvements in a clean, safe and orderly condition. Subject to Section 4.6 below, such applicable Maintaining Owner shall not be paid any management, administrative or similar fee for fulfilling the obligations of this Section 4. The TFC Maintaining Owner shall have responsibility for the regular maintenance, repair or replacement of the Primary Shared Access Drive Improvements. The Owners of the TFC Lots, on the one hand, and the McDougal Lots, on the other hand, shall be jointly responsible for the costs of the regular maintenance, repair or replacement of the Primary Shared Access Drive Improvements incurred by the TFC Maintaining Owner, with an amount of such costs to be allocated to each of the TFC Lots or McDougal Lots on an equal (50/50) shared basis. Each such bill to the Owner of a TFC Lot or McDougal Lot (as applicable) shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The Owner of an applicable TFC Lot (or McDougal Lot, as applicable) shall pay all such bills within thirty (30) days after receipt of the bill. Notwithstanding any of the foregoing, any damage to the

Access Drive Improvements which is caused by intentional or negligent acts of one of the Owners or its Permittees shall be promptly repaired at the sole cost of such Owner.

4.2 Failure to Maintain the Primary Shared Access Drive Improvements. If the applicable Maintaining Owner defaults under its regular maintenance, repair and replacement obligations as described in this Section 4, the Owner(s) of any two (2) or more of the other Lots within the applicable Property (the "**Notifying Owners**") may give such Maintaining Owner written notice of the claimed default, and such Maintaining Owner shall have thirty (30) days following the receipt of such written notice to cure such default (or such shorter period of time as is reasonable under the circumstances, including no notice if reasonable in the case of an emergency) (the "**Default Cure Period**"). If the default remains uncured following the Default Cure Period, or if such default is not reasonably curable within the Default Cure Period and the defaulting Owner has failed to begin to cure such default within the Default Cure Period and to thereafter diligently pursue such cure to completion, then the Notifying Owners may, but shall not be required, to cure the default themselves, and then bill the other Owners for the reasonable costs incurred in curing such default. Each such bill shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The other Owners shall pay all such bills within thirty (30) days after receipt of the bill.

4.3 Default and Remedies. In the event any Owner fails to timely pay any bill in accordance with the terms and conditions of this Agreement (such Owner sometimes referred to herein as the "**Defaulting Owner**"), then the unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date until the date such amount is paid in full. Additionally, in the event that the Defaulting Owner's failure to pay a bill continues for thirty (30) days (the "**Cure Period**") following receipt of a written notice setting forth the Defaulting Owner's failure to timely pay, then the Owner (or Manager) delivering such bill shall be entitled to record a notice of lien against the Defaulting Owner's property in the total amount due and owing (the "**Notice of Lien**"). A copy of the recorded Notice of Lien shall be delivered to the defaulting Owner. If the payment obligation is not satisfied within thirty (30) days following the defaulting Owner's receipt of the recorded Notice of Lien, then said Notice of Lien may be foreclosed by suit, power of sale or in any other manner permitted by applicable law including, without limitation, power of sale foreclosure. Also, notwithstanding the foregoing, if prior to the expiration of Cure Period, the Defaulting Owner gives written notice to the Owner (or Manager) delivering the bill that it is contesting the amount or payment of the bill in question, and either (a) posts a bond in favor of such party or (b) pays the uncontested amount directly to the such party and pays into escrow (with an unaffiliated third party escrow agent) the amount being contested pending resolution, then the Defaulting Owner shall not be entitled to record a Notice of Lien against the Defaulting Owner's property provided the Owners diligently pursue resolution of the contested amount.

4.4 Review of Documents. Any Owner shall be permitted, upon seventy-two (72) hours advance written notice, to review the records and supporting documentation for any bill submitted to such Owner pursuant to this Agreement. Such review shall take place at the place of business of the Owner (or Manager) delivering such bill or, if the requesting Owner desires by a review of documents sent to the requesting Owner by mail, e-mail or other means, unless otherwise mutually agreed by such Owners.

4.5 Performance of Obligations. Each Owner of all or any portion of the Property may delegate the duties for maintenance of such Owner to one or more tenants or occupants of such Owner's portion of the Property, provided that such Owner remains primarily liable for the performance of all such obligations.

4.6 Appointment of Manager. Notwithstanding anything in this Section 4 to the contrary, each Maintaining Owner shall have the right and authority to appoint and delegate a Manager to manage and oversee all of the maintenance and repair activities described in this Section 4 that are to be performed with respect to the Access Drive Area located on the TFC Property (in the case of the TFC Maintaining Owner) and the McDougal Property (in the case of the McDougal Maintaining Owner) TFC, as the initial TFC Maintaining Owner, hereby represents that it has retained and entered into a Property Management Agreement with an affiliated entity of TFC Maintaining Owner, TerraForm Management, LLC, as the initial Manager hereunder relating to the

TFC Property, the term of which agreement expires on the date which is two (2) years following the date that TFC Maintaining Owner owns any TFC Lot within the Property, and following such term such Property Management Agreement shall automatically renew for successive one (1) year periods unless canceled by the TFC Maintaining Owner at least sixty (60) days prior to the expiration of the then applicable term.

4.7 Limitation of Liability of Maintaining Owner and Manager. Each of the applicable Maintaining Owner and each Manager shall exercise reasonable business judgment in performing all of its applicable duties and responsibilities set forth in this Section 4, and in the case of the applicable Manager, in the Property Management Agreement. Notwithstanding anything herein to the contrary, and only if otherwise provided in any Property Management Agreement, unless fraud, gross negligence or willful misconduct shall be proven by a court order, judgment, decree or decision which has become final, neither a Maintaining Owner nor Manager shall be liable or obligated to the Owners or other person for any mistake of fact or judgment or for the doing or failure to do of any act in conducting and performing its obligations herein, which causes or results in any loss or damage to any Owner or any other such person.

5. Indemnification. Each Owner shall indemnify and hold the other Owners from and against all claims, demands, liabilities, losses, costs, damages, penalties and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of or resulting from the use by such Owner or its Permittees of the Access Drive (including the Drive Easement).

6. Amendment or Modification. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Property, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Salt Lake County, Utah Recorder.

7. Covenants Run with the Land. All of the provisions, agreements, rights, powers, covenants, conditions, obligations, and easements contained in this Agreement shall be binding upon and inure to the benefit of the Owners of the Property, their respective successors, assigns, heirs, devisees, executors, administrators, subsidiaries, representatives, lessees, sublessees, members and all other persons or entities acquiring either tenement, or any portion thereof or interest therein. All of the provisions, agreements, rights, powers, covenants, conditions, obligations and easements contained in this Agreement shall be covenants running with the Property, both for the benefit of each tenement and as a burden upon each, pursuant to the applicable laws of Utah.

8. Grantee's Acceptance. The grantee of the Property, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an Owner or from any subsequent Owner thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors and assigns, heirs, and personal representatives, covenant, consent, and agree to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Property so acquired by such grantee.

9. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any portion of the Property, this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the affected portion of the Property and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10. No Public Dedication. Nothing contained herein shall constitute a dedication to public use of any portion of the easements contained herein or of the improvements installed upon the Property, or an acknowledgment or admission by the Owners of any prior dedication or of the prior creation of any public right upon any portion of the Drive Easement and/or Access Drive.

11. No Waiver. No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

12. No Agency. Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

13. Attorneys' Fees. If a lawsuit is commenced or any other action taken to enforce or interpret any of the provisions of this Agreement, the prevailing or non-defaulting party, as applicable, shall have the right to recover its reasonable attorneys' fees and legal costs from the unsuccessful or defaulting party, as applicable, including all such fees and costs incurred in bankruptcy proceedings and in any appellate process. No party subject to this Agreement, however, shall file or maintain any litigation against the other party(ies) subject to this Agreement unless the parties have first sought to resolve their disputes and claims through good faith participation in mediation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. The courts of Salt Lake County, State of Utah shall have exclusive jurisdiction over any and all disputes arising out of this Agreement

15. Severability. The invalidity or unenforceability of any provision of this Agreement with respect to a particular party or set of circumstances shall not in any way affect the validity or enforceability of any other provision hereof, or the same provision when applied to another party or to a different set of circumstances.

16. Entire Agreement. This Agreement, including the attached exhibits, contain the entire agreement with respect to the subject matter of this Agreement, and all prior negotiations and agreements with respect to such subject matter are merged herein.

17. Time of Essence. Time is of the essence of this Agreement.

18. Notices. Notices, demands, and statements required or desired to be given hereunder shall be in writing and shall be by personal delivery thereof or by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, addressed to a good and sufficient address for the intended Owner, with a required copy to such other parties (each, a "Required Notice Party") as an Owner may so request in writing. The date notice is deemed to have been given shall be the date of actual delivery to the Owner and each Required Notice Party.

[Signature Pages and Acknowledgements Follow]

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

TFC:

TFC PORTER ROCKWELL, LLC, a Utah limited liability company

By TerraForm Ventures IV, LLC a Utah limited liability company, its Manager

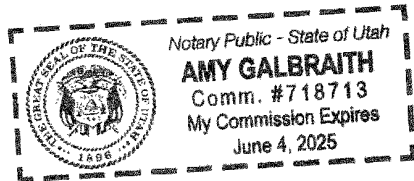
By: [Signature]
Name: Elliott B. Smith
Its: Manager

[Signature]
By: Jonathan P. Taylor
Name: Jonathan P. Taylor
Its: Manager

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 30th day of November, 2021, personally appeared before me Elliott B. Smith & Jonathan Taylor the Manager of TFC Porter Rockwell, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.

[Signature]
Notary Public of Utah
Residing at: Salt Lake City
Commission Expires: 6/4/2025



[Signature Pages Continue on Next Page]

MCDUGAL ENTITIES:

S. A. McDougal, LLC, a Utah limited liability company

By: *Gary W. McDougal*
Name: Gary W. McDougal
Its: MGR

Liberty Ventures, LC, a Utah limited liability company

By: *Gary W. McDougal*
Name: Gary W. McDougal
Its: MGR

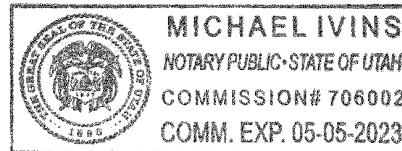
GKM Family L.L.C., a Utah limited liability company

By: *Gary W. McDougal*
Name: Gary W. McDougal
Its: MGR

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

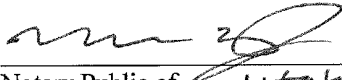
On the 29 day of November, 2021, personally appeared before me Gary W. McDougal, the Manager of S.A. McDougal, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same on behalf of said company for its stated purpose.

[Signature]
Notary Public of Utah
Residing at: SLC
Commission Expires: 5-5-2023

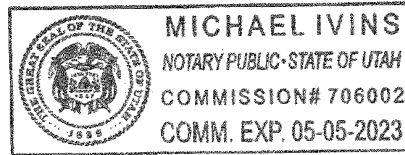


STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 29 day of November, 2021, personally appeared before me Gary W. McDougal, the Manager of Liberty Ventures, L.C., a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same on behalf of said company for its stated purpose.

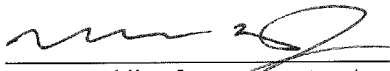


Notary Public of Utah
Residing at: SLC
Commission Expires: 5-5-2023

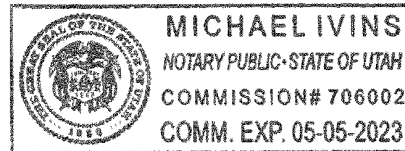


STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 29 day of November, 2021, personally appeared before me Gary W. McDougal, the manager of GKM Family, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that s/he executed the same on behalf of said company for its stated purpose.



Notary Public of Utah
Residing at: SLC
Commission Expires: 5-5-2023



1555245

EXHIBIT A
(Legal Description of TFC Property)

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF WOOD HOLLOW RANCHETTES, SAID POINT BEING NORTH 89°58'43" WEST 641.49 FEET ALONG THE SECTION LINE FROM THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE SOUTH 412.98 FEET TO A POINT ON THAT REAL PROPERTY DESCRIBED IN DEED BOOK 10059 PAGE 6604 (PARCEL 1) OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE ALONG SAID DEED THE FOLLOWING (2) TWO COURSES: 1) SOUTH 86°17'16" WEST 79.34 FEET; THENCE SOUTHWESTERLY 203.51 FEET ALONG THE ARC OF A 1,260.00 FOOT RADIUS CURVE TO THE LEFT, CHORD BEARS: SOUTH 81°39'38" WEST 203.29 FEET; THENCE SOUTH 77°02'01" WEST 116.89 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD (SR-68) ROAD; THENCE NORTH 60°11'54" WEST 23.00 FEET; THENCE NORTH 19°39'59" WEST 117.65 FEET; THENCE SOUTH 70°20'01" WEST 6.97 FEET; THENCE NORTH 19°40'48" WEST 376.15 FEET TO A POINT ON SAID SECTION LINE; THENCE SOUTH 89°58'43" EAST 587.02 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 5.099 ACRES

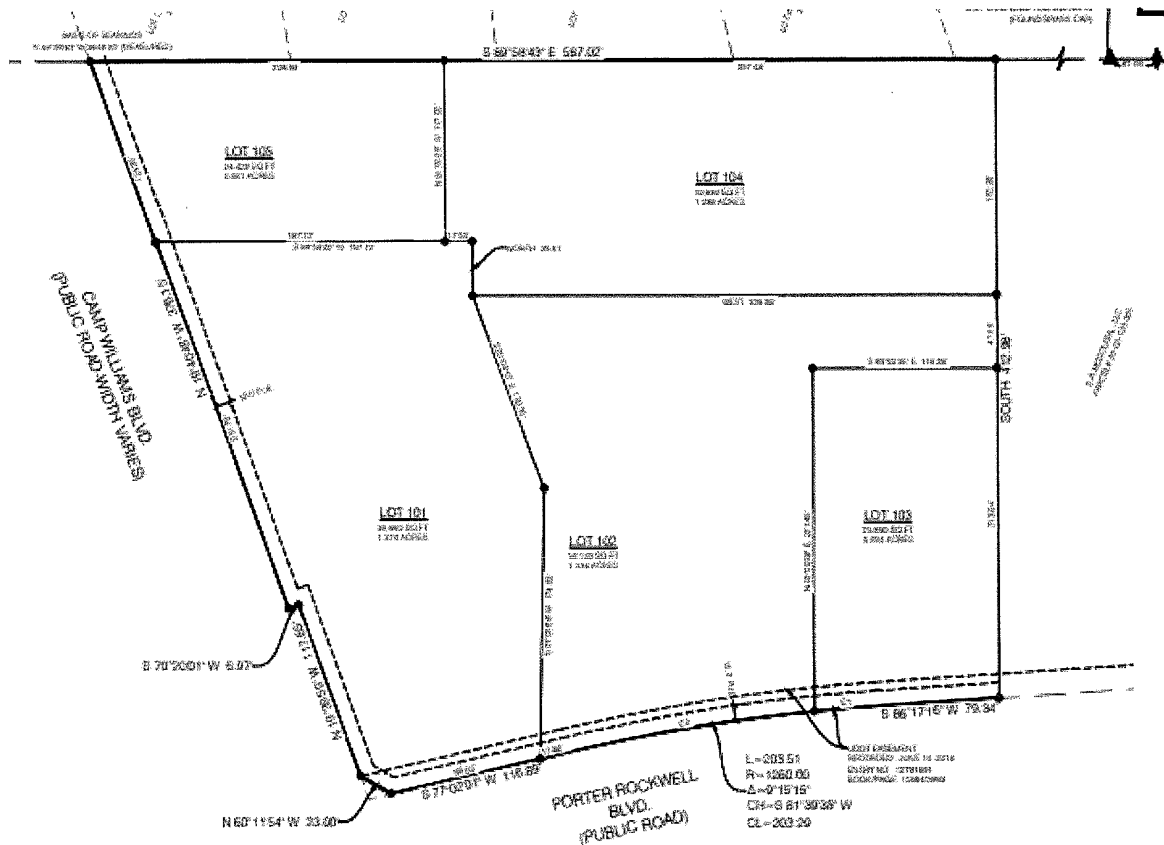


EXHIBIT B

(Legal Description of McDougal Property)

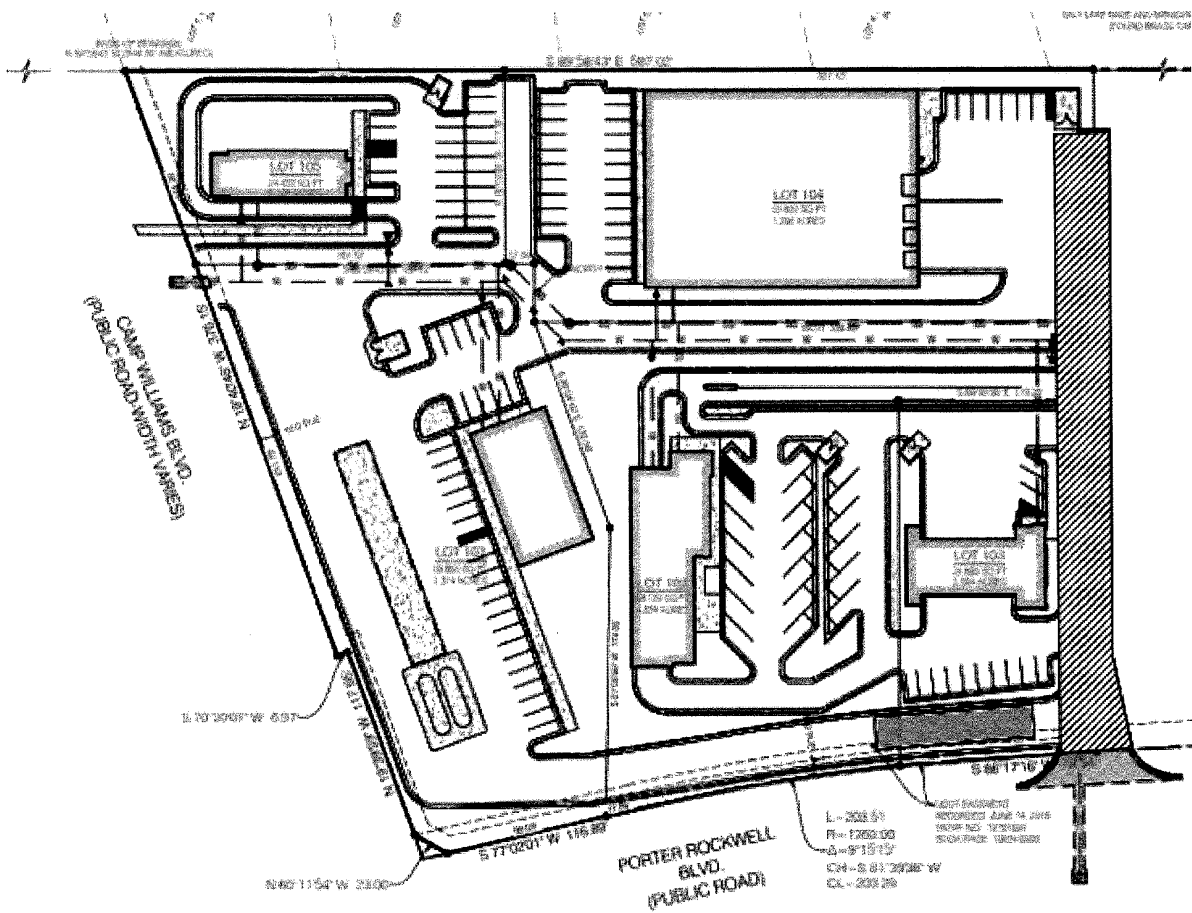
BEGINNING AT A POINT ON THE WESTERLY LINE OF THE UTAH LAKE IRRIGATION COMPANY CANAL LOCATED NORTH 89°58'43" WEST ALONG THE SECTION LINE 49.72 FEET FROM THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE ALONG SAID CANAL THE FOLLOWING (3) THREE COURSES: 1) SOUTH 3°09'00" EAST 291.59 FEET; 2) SOUTHWESTERLY 50.96 FEET ALONG THE ARC OF A 411.25 FEET RADIUS CURVE TO THE RIGHT, CHORD BEARS: SOUTH 0°24'01" WEST 50.93 FEET, TO A POINT OF COMPOUND CURVE; 3) SOUTHWESTERLY 31.61 FEET ALONG THE ARC OF A 661.43 FEET RADIUS CURVE TO THE RIGHT 31.61 FEET, CHORD: SOUTH 5°23'51" WEST 31.61 FEET, TO THE NORTHEAST CORNER OF THAT REAL PROPERTY DESCRIBED IN DEED BOOK 10059 PAGE 6604 (PARCEL 1) OF THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE SOUTH 86°17'16" WEST 605.74 FEET ALONG SAID DEED; THENCE NORTH 412.98 FEET TO SAID SECTION LINE; THENCE SOUTH 89°58'43" EAST 591.77 FEET ALONG THE SECTION LINE TO THE POINT OF BEGINNING.

CONTAINS 5.431 ACRES

EXHIBIT C

(Map Depicting Primary Shared Access)

The “Primary Shared Access” is cross-hatched below (identified below as the “Access Drive Area”):



TFC Lots – Lots 101, 102, 103, 104 and 105

Access Drive Area – 

Temporary Construction Easement Area – 20' east of the east boundary of the Access Drive Area

EXHIBIT D

(Legal Description of Primary Shared Access)

The Primary Shared Access Drive is located in Salt Lake County, Utah, and is described as follows:

BEGINNING AT A POINT BEING NORTH 89°58'43" WEST 631.99 FEET ALONG THE SECTION LINE AND SOUTH 00°01'17" WEST 36.52 FEET FROM THE NORTH QUARTER CORNER OF SECTION 22, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 316.36 FEET; THENCE SOUTH 11°47'25" EAST 59.95 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF PORTER ROCKWELL BLVD.; THENCE SOUTH 86°17'16" WEST 30.30 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE; THENCE NORTH 11°47'25" WEST 58.79 FEET; THENCE NORTH 319.46 FEET; THENCE EAST 30.00 FEET TO THE POINT OF BEGINNING.